Report of the President & CEO **March 31, 2022**

RESOLUTION AUTHORIZING THE PRESIDENT AND CEO, OR THEIR DESIGNEE, TO ENTER INTO A DISPOSITION AND DEVELOPMENT AGREEMENT, LONG-TERM GROUND LEASE AGREEMENT, RIGHT OF FIRST REFUSAL, PURCHASE OPTION AND PUT RIGHT AGREEMENT, AND LOAN DOCUMENTS WITH JORDAN DOWNS 3, LP ("PARTNERSHIP") FOR AN AUTHORITY ACQUISITION LOAN OF UP TO $3,190,000, AN AUTHORITY BRIDGE LOAN OF UP TO $4,000,000, A LOAN OF GRANT FUNDS FROM A CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT OF UP TO $7,324,100, AND A LOAN OF GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S ("HCD") INFILL INFRASTRUCTURE GRANT PROGRAM OF UP TO $5,000,000, AS WELL AS EXECUTE A RAD USE AGREEMENT AND CHOICE NEIGHBORHOODS INITIATIVE DECLARATION OF RESTRICTIVE COVENANTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), FOR THE DEVELOPMENT OF JORDAN DOWNS PHASE H2A, A 76-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT WITH COMMUNITY AMENITIES, AND TO EXECUTE RELATED DOCUMENTS AND AGREEMENTS INCLUDING DOCUMENTS TO COMPLY WITH THE NEW HUD SECTION 3 RULES AND UNDERTAKE VARIOUS ACTIONS IN CONNECTION THEREWITH

Douglas Guthrie
President & Chief Executive Officer

Geoffrey Moen
Director of Development Services

Purpose: To execute a Disposition and Development Agreement ("DDA") and Ground Lease Agreement with Jordan Downs 3, LP (the "Developer" or "Partnership") for the development of Jordan Downs Phase H2A (the "Project" or "Phase H2A"), the next phase of the Jordan Downs Redevelopment, and execute all other Housing Authority of the City of Los Angeles ("HACLA" or the "Authority") documents connected with the Project, including documents to comply with the new HUD Section 3 rules as required by the U.S. Department of Housing and Urban Development ("HUD"), and to effectuate both the financial and construction closing of the Project. The DDA will establish the terms and conditions between the Authority and the Developer for the development of a 76-unit affordable residential development (with one manager's unit) and related amenities. The Project includes a Rental Assistance Demonstration ("RAD") Use Agreement with HUD and the Developer for the development of 9 RAD units, and a HUD Choice Neighborhoods Initiative ("CNI") Declaration of Restrictive Covenants for the development of 39 units (inclusive of the RAD units) of replacement housing, in the 76-unit development.

Regarding: In continuing the phased redevelopment of Jordan Downs, currently broken up into approximately 19 residential developments, Phase H2A represents the sixth residential phase to meet construction closing and is part of what the Authority considers to be Phase III of the overall redevelopment. This will be the first project to achieve financial closing in Phase III. This Project will be the fourth in the Jordan Downs redevelopment to be 100% constructed on the existing public housing site. The timing of its construction aligns with HACLA's Build First Plan for Jordan Downs.

On June 28, 2012, the Authority's Board of Commissioners ("Board" or "BOC") unanimously authorized the President and CEO to execute a Master Development Agreement ("MDA") with Jordan Downs Community Partners, LLC ("Master Developer"), a joint venture of BRIDGE Housing

Corporation, a California nonprofit public benefit corporation ("BRIDGE"), and The Michaels Development Company I, L.P., a New Jersey limited partnership ("Michaels"), for the redevelopment of Jordan Downs. The MDA between HACLA and the Master Developer was executed on August 1, 2012 and was amended by the First Amendment to the MDA ("First Amendment") dated July 13, 2017 and approved by Resolution No. 9327; further amended by the Second Amendment to MDA ("Second Amendment") dated October 4, 2017 and approved by Resolution No. 9282; and further amended by the Third Amendment to the MDA ("Third Amendment") dated July 7, 2020 and approved by Resolution No. 9594. Separately, the Authority will amend the MDA to comply with the new HUD Section 3 requirements.

In January 2017, the Board approved the Relocation Plan for Jordan Downs by Resolution No. 9326, which was updated in 2018 and approved by Resolution No. 9438. A further update, dated January 2022, was also approved by Resolution No. 9806 on February 24, 2022. On August 26, 2021 (Resolution No. 9732), the Board approved a consulting contract with Del Richardson and Associates, who initiated relocation activities with residents of the public housing buildings underlying the footprint for the Phase H2A site and who have been working diligently to ensure that residents receive the support and services necessary for their successful relocation.

On June 24, 2021 by Resolution No. 9715 the BOC authorized HACLA to provide financial commitments from the CNI grant funds to the Partnership for Phase H2A up to the amount of $6,074,100 and to submit and execute any and all documents and approvals that may be required to complete funding applications for Phase H2A.

Additionally, on October 28, 2021 the Board approved, by Resolution No. 9761, a contract for demolition services for the Authority to meet its obligation to deliver a clean and buildable site to the Developer for the Project. The demolition required the removal of four (4) residential buildings comprising thirty (30) vacated units. Tenants in the H2A footprint were relocated temporarily on-site and will be relocated into new units in Area H when available for occupancy (C of O projected for 3/31/2022). Demolition of the site is expected to be completed by the end of March 2022.

The Board has reviewed terms and documents similar to the attached for the previous five residential projects at Jordan Downs. Staff believes that the terms outlined in the various documents contained in this report are consistent with the Master Development Agreement.

Issues:

Background

The Authority desires to transform Jordan Downs into an environmentally friendly, vibrant, urban village, conducive to healthy living and economically progressive conditions. The redevelopment plan for Jordan Downs is intended to ignite a renewal in the greater community.The Authority initiated a long-range plan to redevelop Jordan Downs in 2008. These efforts included acquiring an adjacent 21-acre site and establishing the Jordan Downs Community Advisory Committee in 2008, preparing a Community-Based Master Plan in 2009, which ultimately led to the drafting and adoption of a Specific Plan and Environmental Impact Report ("EIR") in 2011.

On June 3, 2016, HUD approved a Section 18 demolition and disposition application for the entire Jordan Downs Public Housing site. The Authority submitted a CNI/RAD Development Proposal to

HUD in January 2022 for Phase H2A. On March 18th HUD approved and issued a RAD Conversion Commitment (RCC) for the RAD and CNI transactions, approving the transaction and allowing for the release of the public housing Declarations of Trust (collectively, "DOT") on the Phase H2A portion of the public housing property, which DOT will be replaced by the RAD Use Agreement and the CNI Declaration of Restrictive Covenants.

The Authority and Master Developer have been working closely pursuant to the MDA to implement the vision of a redeveloped Jordan Downs. This collaboration has involved conducting site plan and architectural studies, pursuing competitive and non-competitive financing for the multiple phases, adoption of a relocation plan in compliance with all regulatory requirements, and meeting with the residents on redevelopment progress to ensure consistency and transparency.

The Financing Plan for Phase H2A has progressed steadily in the past couple of years. In April 2020, the Authority was awarded a HUD commitment of 9 RAD-PBVs as well as a $35M Choice Neighborhoods Implementation Grant ("CNI"), approved by Resolution No. 9605, of which $7,324,100, will be used for this transaction. In December 2021, the Authority was awarded a $20M Infill Infrastructure Grant ("IIG") from the State Department of Housing and Community Development ("HCD"), approved by Resolution No. 9723, of which $5M is included in the Project budget as a loan to the Partnership to be applied to off-site infrastructure improvements. In October 2021, the Developer received a reservation of competitive 9% Low-Income Housing Tax Credits ("LIHTC") from the California Tax Credit Allocation Committee ("TCAC") in the maximum amount of $2.5M in annual federal tax credits each year for 10 years, which addressed all remaining financing gaps for the Project.

The actions recommended in this report are specific to Phase H2A and provide for a detailed technical and structural approach to the DDA, Ground Lease, and various loan and regulatory documents to conform the Phase H2A scope of development, financing plan, operations and ownership to the vision of a redeveloped Jordan Downs originated by the Authority, Jordan Downs residents and the Watts community. The Authority staff, assisted by the Authority's outside legal counsel, Reno & Cavanaugh, PLLC, and financial advisor, have negotiated the deal points and drafted the documents referenced in this report. These actions cover the unique approvals required by the Authority in this Project as a fee land owner, ground lessor, subsidy provider, lender, and regulatory body.

In a separate action, staff will also seek approval from the La Cienega LOMOD, Inc. ("LOMOD") Board of Directors on March 31st, 2022, to enter into the Jordan Downs 3, LP as a special limited partner, and to authorize and approve the execution of the Jordan Downs 3, LP ownership documents and related documents and agreements, all related to LOMOD's participation in the Partnership.

Replacement Units:

The Phase H2A development is comprised of 76 units of affordable residential housing (including one manager's unit) with a total of thirty-nine (39) replacement units ("Replacement Units") for Jordan Downs residents which will bring the total number of replacement units constructed or under construction in the closed phases of redevelopment to 385. Nine (9) of the Replacement Units will be Section 8 Project Based Voucher RAD units ("RAD Units") and thirty (30) Replacement Units will be assisted by Section 8 Project Based Payment Vouchers (" Replacement PBV Units"). HACLA will apply for the necessary Tenant Protection Vouchers at the appropriate

time for the PBV replacement units which will be incorporated into HACLA's total Section 8 allocation, reducing any constraint on HACLA's existing Section 8 allocation authority. The Project also includes fifteen (15) non-replacement PBV units (together with the Replacement PBV Units , the "PBV Units") intended to ensure deeper affordability on site and provide the operating income necessary to make Phase H2A financially feasible.

The Authority will refer existing Jordan Downs public housing residents to the Partnership to initially occupy the Replacement Units. Referrals to the Replacement Units will prioritize residents occupying public housing units in the footprint of the next phase to be redeveloped and will consider the needs of individual households. The Authority will refer households to the Partnership for occupancy of the non-replacement PBV Units.

PBV/RAD & LIHTC Units

Unit Size	Phase H2A Total	RAD Replacement	PBV Replacement	Non-replacement PBV	LIHTC only	Market Rate	Manager's Unit
One Bedroom	21	1	5	11	2	2	
Two Bedroom	26	2	16	3	2	2	1
Three Bedroom	27	6	8	0	3	10	
Four Bedroom	2	0	1	1			
Total	**76**	**9**	**30**	**15**	**7**	**14**	**1**

All fifty-four (54) RAD Units and PBV Units will be subject to HUD affordability requirements for 20 years under their respective Housing Assistance Payment ("HAP") contracts. As allowed by regulations, the Authority may provide a 20-year extension subject to the future availability of appropriated funds, HUD regulations, the requirements of the Authority's Section 8 Administrative Plan, and the Developer's continued compliance with the HAP Contract. All Replacement Units will initially be restricted to occupancy by households at or below 80% of the area median income for Los Angeles County in accordance with the CNI Declaration of Restrictive Covenants and the RAD Use Agreement recorded against the Authority's fee interest in the Project. In accordance with HACLA's Administrative Plan, upon re-occupancy of the replacement housing units new admission standards which require qualifying households to be at or below 50% AMI will be applied for the term of the HAP contract. The New Admission Standards will also apply to the non-replacement PBV units.

Separately, the Authority will enter into a ground lease for the Project property with a term of 75 years which ensures continued affordability at or below 80% AMI. After the ground lease term expires, the property will revert back to the Authority with all improvements, guaranteeing the continued use of the land for affordable housing purposes. The Project will also be subject to affordability restrictions required by TCAC and HCD for up to 55 years with recorded regulatory covenants.

Through its Agency Plan and Relocation Plan, the Authority has adopted a Right to Retain Tenancy and Build First Policy for Jordan Downs, allowing Jordan Downs Public Housing

households in good standing under their lease, a right to relocate to the replacement units being built as part of the Jordan Downs redevelopment. Phase H2A's thirty-nine (39) Replacement Units will be made available to Jordan Downs households through the relocation process. The Authority is responsible for all relocation activities and has contracted with Del Richardson and Associates (Resolution No. 9732), a relocation consultant, to assist with selected tenant households on their relocation choices as well as coordinate all relocation activities with the Authority and Developer's respective on-site management teams. Jordan Downs public housing residents will not be re-screened as part of the lease-up process as permitted by applicable law, and the Authority will ensure that all Replacement Units will be held and filled by Jordan Downs households.

Affordability All seventy-six (76) housing units, except for the 15 market unrestricted units (including one manager's unit), will be subject to occupancy and affordability restrictions imposed by TCAC, HCD, RAD, CNI and/or Section 8 regulations, including restrictions applicable from other financing sources and lenders, and other statutory or regulatory restrictions. The Replacement Units shall be available to residents of the existing Jordan Downs public housing site, who are in good standing, at initial lease-up.

This is the first phase constructed in the Jordan Downs redevelopment that includes a substantial number of market unrestricted units (20%) resulting in more of a mixed-income project profile. Current market area rents are at 75% AMI, and the project is underwritten with conservative market rents at 55% AMI, as the redevelopment in the area is still in the early stages and not fully amenitized to attract higher market rents. For the market rate and Tax Credit only units, marketing efforts will be targeted to the local surrounding areas in order to provide the maximum benefit of the newly created housing units to the those residing in the community.

The Developer and the Authority intend that all residential units within the Project, except for the market unrestricted units and the manager's unit, will be restricted for occupancy by households of low, very low and extremely low-income ("Restricted Units") for the entire term of the Ground Lease and in perpetuity for the RAD component in accordance with the following:

Affordability Restrictions

	30% AMI	**40% AMI**	**50% AMI**	**60% AMI**	**Market Unrestricted**	**Manager**	**Total**
One Bedroom	3	7	6	3	2	0	21
Two Bedroom	3	7	10	3	2	1	26
Three Bedroom	2	0	4	11	10	0	27
Four Bedroom	1	0	1			0	2
Total	**9**	**14**	**21**	**17**	**14**	**1**	**76**

Various sources of funding will be utilized by the Developer for the Project, including 9% LIHTC, conventional and soft loans as well as grant funds, and investor equity contributions to assist with construction financing. Long-term rent subsidies like RAD and PBV are essential to the permanent financing plan and instrumental in obtaining the capital necessary to realize the

vision of new construction. The chart below provides a snapshot of the subsidy program AMI distribution at initial occupancy:

Subsidy Program AMI Distribution

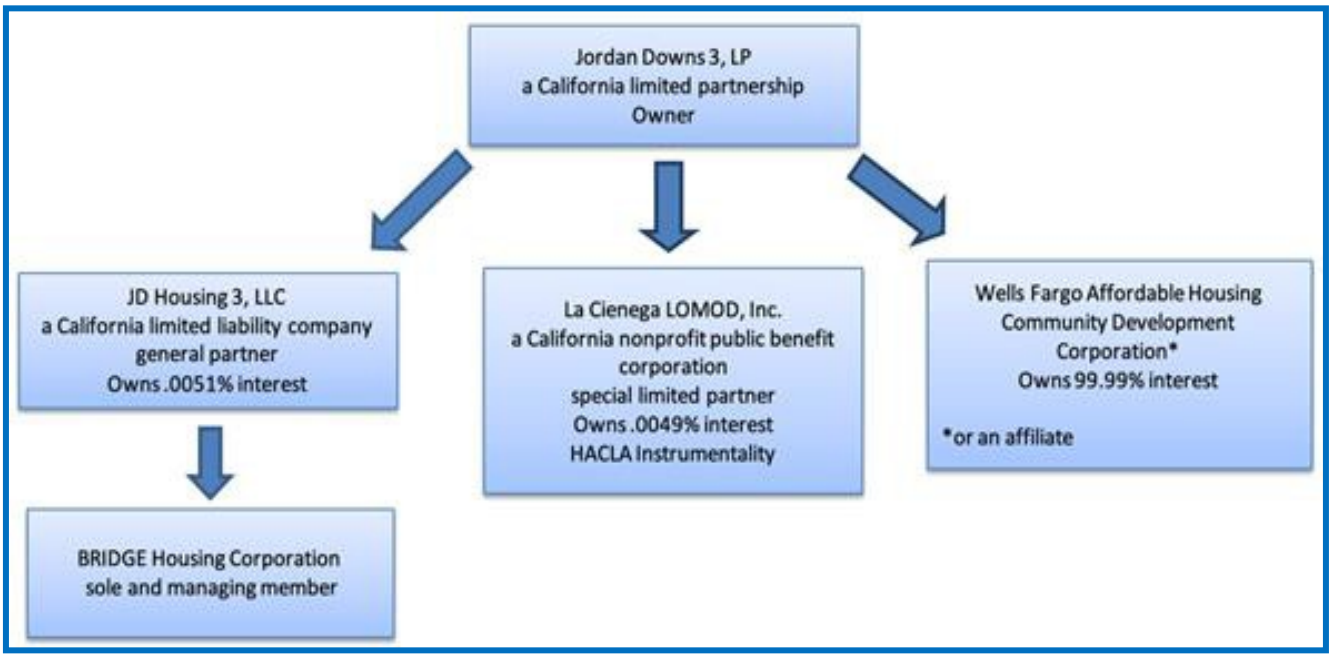
Subsidy Program	30% AMI	40% AMI	50% AMI	60% AMI	Market Unrestricted	Manager	Total
RAD (LIHTC)				9			9
PBV (LIHTC)	9	14	17	5			45
Unrestricted-Market				0	14	1	15
Tax Credit (LIHTC) Only	0		4	3			7
Total LIHTC Units	**9**	**14**	**21**	**17**	**0**	**0**	**61**

The monthly Rent charged to tenants of the Restricted Units shall not exceed one-twelfth (1/12) of thirty percent (30%) their adjusted income. The Authority will require that the affordability restrictions by household size and income included here shall remain in place for the term of the Ground Lease and cannot be modified even when subsidies expire or terminate without prior authorization of the Authority's Board after consideration of a Feasibility Plan submitted by the Developer, which shall propose how to maintain affordability and ensure property operations and obligations can be supported.

Developer/ Ownership

Jordan Downs Community Partners, LLC has assigned its rights and obligations to develop and own Phase H2A to Jordan Downs 3, LP pursuant to Section 5.1 of the Master Development Agreement. The general partner of Jordan Downs 3, LP, a California limited partnership, is JD Housing 3, LLC, a California limited liability company, and the initial limited partner is a placeholder for the initial partnership creation and will withdraw upon closing and execution of the new Amended and Restated Agreement of Limited Partnership with the investor. La Cienega LOMOD, Inc., a California nonprofit public benefit corporation ("LOMOD") and an Authority affiliated instrumentality, will be admitted into the partnership as a Special Limited Partner. The LIHTC equity provider, Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation or its affiliate, will be admitted as the Investor Limited Partner of Jordan Downs 3, LP at financial closing and the execution of an Amended and Restated Agreement of Limited Partnership.

Ownership Organizational Structure



Ground Lease Under the terms of the Ground Lease, the Authority will lease approximately 1.2 acres of land for the Project ("Property") to the Developer for a period of 75 years for the Fair Market Value of $3,190,000 based on the Hypothetical Market Value of the Unencumbered Land valuation dated May 5, 2021, by Froboese Realty Group, Inc.

The Project/Developer cannot afford to make the Ground Lease payment upfront at closing, requiring the Authority to provide the Developer with an Acquisition Loan and the Developer to deliver an Acquisition Note to the Authority in the amount of $3,190,000. Section 5.2.1 of the MDA authorizes the Authority to accept promissory notes and deferred payments for the value of the Ground Lease, if required to support the economics of the transaction. The Acquisition Loan has a 55-year term starting at permanent conversion. The loan carries a 4% simple interest rate and will be repaid out of 60% of the Project residual receipts cash flow (after deferred developer fee if applicable and other customary cash flow items) until all principal and interest is repaid. A Right of First Refusal and Purchase Option for the Authority (assignable to a permitted assignee) will be recorded, providing the Authority the right to purchase the Project or the Developer's partnership interests any time after the end of the 15-year Low Income Housing Tax Credit compliance period for at least two years. Independent of any transfer or saleduring the Ground Lease term, at the end of the 75-year Ground Lease term, the Project propertyand all improvements revert to the ownership of the Authority.

Management & Operations The Ground Lease has strong provisions for the Authority's oversight of the Project and its management and operations during the term of the Ground Lease. The Authority must approve the Project's annual operating budget and will review and monitor all management practices

regularly to ensure they are consistent with the affordability restrictions, prioritization of Jordan Down residents for occupancy of replacement units, support of resident leadership, tenant protections and application of grievance procedures. The Authority will work with on-site management to ensure residents are receiving adequate and appropriate services, implementing Section 3 hiring and contracting opportunities and maintaining the physical property to the highest standard. The Authority will be provided all rights to review documents and practices, may audit the Developer and its property manager, and has strong legal rights and remedies including early termination of the Ground Lease and replacement of on-site management if it finds cause to do so, subject to the rights of lenders or investors. The Authority will receive a fee of ten thousand dollars ($10,000) ("Authority Compliance Fee") paid annually to the Authority not later than one hundred twenty (120) days following the end of each fiscal year to assist in covering simple administrative costs associated with managing Ground Lease compliance. The Authority Compliance Fee shall increase annually by a rate of three percent (3%) and shall be paid as an Operating Expense prior to the distribution of Net Cash Flow.

In order to ensure that the Project is managed in a manner that promotes fairness, equity and prioritizes resident leadership, the Authority is requiring that all tenant protections and opportunities granted through the RAD Program under HUD are applied across the board in all leases, as well as grievance and management procedures. These provisions shall be uniformly applied to the residential units through the inclusion of tenant protection provisions in all tenant leases. Some of these provisions include recognition of legitimate resident organizations, allowing protected activities including leaflet distribution, door to door surveys, posting information on boards related to the establishment or operation of a resident organization, providing meeting space and grievance procedures for lease violations and evictions. The Authority's Asset Management Department and Section 8 staff will monitor these obligations and related agreements as well as provide unit inspection and review of all obligations.

The John Stewart Company, a leading manager of affordable and mixed-income housing communities, will provide property management services for Phase H2A.

Horizontal Development

Due to the need to provide upgraded infrastructure for the Jordan Downs redevelopment to support Phase H2A, considerable off-site improvements to relocate and expand infrastructure are a critical component of the Project. This work will support Phase H2A as well as provide backbone infrastructure for future Jordan Downs phases. The IIG loan funds of $5M are specifically to assist with infrastructure costs for affordable housing projects.

As a condition of the development of the Project, the City of Los Angeles requires that certain off-site B-Permit improvements and utility infrastructure be constructed, which includes new connections to existing municipal infrastructure. The Project is complicated by the need to coordinate and continue utility service to the remaining campus, while simultaneously building and sizing infrastructure for the future Jordan Downs campus. The B-Permit Improvements pertaining to Phase H2A anticipate improvements necessary for future street dedication, converting a portion of the private 99th Place to a public street and a 60-foot wide public right-of-way dedication for the southerly extension of Kalmia Street including suitable corner cuts at the intersections with 97th Street and 99th Place as indicated on the tentative tract map stamp dated October 1, 2020. Improvements will include: storm drain facilities designed to meet future flow requirements for the existing Glen Avenue storm drain; meet street tree requirements per Jordan Downs Specific Plan, there will be a total of 27 new trees: 3 along 97th Street, 21 on Kalmia

Street (11 on the east side of the street and 10 on the west) and 3 along 99th Place; install street lights – four street lights on Kalmia, three on 99th Place and one on 97th Street; and meet sewer, water with drywells and dry utility requirements.

In addition, the street improvements/reconstruction provide other pedestrian infrastructure improvements over the existing campus to ensure the accessibility and connectivity of Phase H2A with the redeveloped Phase I and Phase II projects and the surrounding neighborhood.

Development Structure & Obligations

A number of the deal terms under the DDA, Ground Lease, and Authority Loan Agreement are technical in nature and intended to ensure that there are sufficient guarantees during construction of the development and protection of the Authority's rights and remedies in the Project.

Currently the project has a non-interest bearing CNI Phase-Related Predevelopment Loan of $1,160,349 which, at Closing, will be converted into the CNI construction/permanent loan for the Project and increased to the total amount of $7,324,100 assumed below.

The contemplated HACLA financing included in the Project funding sources is as follows:

- An Acquisition Loan of $3,190,000, 55-year term, four percent (4%) simple interest rate commencing at closing to be repaid from Project residual cash flow;
- An Authority CNI Loan in the amount of $7,324,100, bearing simple interest at three percent (3%) per annum with a 55-year term, commencing at closing to be repaid from Project residual cash flow;
- An Authority Bridge Loan of up to $4,000,000 which is comprised of a $1,500,000 Authority Bridge Gap Loan bearing four percent simple interest (4%) per annum for 55 years commencing at closing to be repaid either during construction if the Project receives AHP or during operations from Project residual cash flow; and a $2,500,000 Authority IIG Bridge Loan to be drawn only if a Standard Agreement with HCD for the IIG Funding cannot be executed prior to construction closing. If the Authority IIG Bridge Loan portion is drawn, the loan will be repaid upon receipt of IIG funds from HCD. If for any reason, IIG funding from HCD does not come into the Project as anticipated, any balance remaining at permanent conversion will be paid down during operations from Project residual cash flow;
- An IIG non-interest-bearing Loan in the amount of $5,000,000, with a 55-year term commencing at closing to be repaid from Project residual cash flow. As of the presentation of this BOC resolution the relevant HCD Grant documents have not been finalized. However once finalized this loan will become a permanent funding source to the project, and will be used to repay the Authority IIG Bridge Loan referenced above. The pending issues to be finalized relate to a provision of cross default in the HCD Standard Agreement across the four projects included in the total IIG award of $20M. The implication is if any of the four projects default in terms of performance stipulated in the HCD agreements, then the entire IIG grant is in default. This situation creates a challenge for the four separate sets of lenders and investors in the different projects. As HACLA is the grantee recipient they bear all related liability associated with the grant. However the IIG loan documents provide an obligation on the developer to comply with the IIG requirements, and related HCD agreements, and noncompliance would result in a breach of covenants of the loan. In addition the Partnership

provides an indemnification to HACLA against all claims caused by their breach of covenants. If no agreement can be reached, HACLA will permanently bridge $2.5 million of the IIG grant. The balance will be bridged with a deferral of Developer fee and an additional capital contribution by BRIDGE or equity contribution by Wells Fargo.

The Authority will receive 60% of the Project residual receipts cash flow (after deferred developer fee if applicable and other customary cash flow items) during operations to be appliedto the repayment of the above loans starting with the Acquisition Loan until paid in full, then applied towards repayment of the Authority Bridge Loan, then to the Authority CNI Loan and thereafter the IIG Loan.

In addition, the Authority shall collect annual fees associated with compliance monitoring and a one-time fee for construction monitoring as outlined in the funding section below. These agreements and fees will provide a means for the Authority to oversee and regulate the property during the active DDA phase and the 75-year Ground Lease period.

The deal structure strongly protects the Authority as fee owner of the land and the covenants and restrictions of both the Authority and HUD will serve to retain long-term, deep affordability. In order to meet the conditions of the subdivision map, building permits, B-Permits, and the Specific Plan, the Authority will record various maintenance and operation-related covenants on its fee interest. The Ground Lease requires that the Developer fulfill the obligations of these covenants. Allowing for these encumbrances on the Authority's fee interest will allow the Project to move forward and is balanced with requirements for continued affordability and long-term preservation of the Improvements.

In connection with the development and construction of Phase H2A, the Developer will follow the requirements of the MDA, including providing local job opportunities, job training, and meeting sustainable development goals, including delivering buildings and certifying to a minimum of Leadership in Energy and Environmental Design ("LEED") Silver.

Phase H2A construction closing is currently scheduled to occur by approximately April 14, 2022, subject HUD approval of the RAD and CNI closing and loan documents, and the primary financing closing. The HUD required CNI Development Proposal was submitted for review and approval in early January 2022, and a RAD Conversion Commitment (RCC) has been issued, allowing the RAD conversion transaction to proceed.

The final draft versions of the RAD Use Agreement, CNI Declaration of Restrictive Covenants, the various Authority Loan Documents, the Ground Lease (collectively, the "Authority Financing Documents"), the Right of First Refusal, Purchase Option and Put Right Agreement, incorporated by reference hereto, may require finalization of non-key provisions which the President and CEO, with the support of the Authority's staff, senior staff attorneys and outside legal counsel, will finalize prior to their execution. Examples of such non-key provisions include compilation and insertion of various supporting exhibits and documents, selection of specific terminology to appropriately refer and identify parties, events and periods and clarification of other references and concepts. The final language of such non-key provisions will not materially alter the negotiated Authority Financing Documents or other ancillary documents or key business terms.

This transaction will have a positive impact on the community, lead to the addition of much needed affordable rental housing in the City of Los Angeles and will improve the lives of residents of Jordan Downs and the Watts community.

Vision Plan: **PLACE Strategy #1: Stabilize the physical and financial viability of the conventional public housing portfolio.**

The development of Phase H2A will allow for the construction of 76 new housing units, 61 of which will be deeply affordable and 39 of which are replacement units for the existing Jordan Downs public housing units. This development will further HACLA's goals of improving its affordable housing stock as well as improved Section 504 and ADA-compliant, modern, and sustainably designed units with improved amenities. This action will help the Authority extend the life of critical, deeply affordable housing in the City of Los Angeles to serve existing public housing residents and future income-qualified households from the Authority's active public housing and Section 8 wait lists.

Funding: The Chief Administrative Officer confirms the following:

Source of Funds: The Developer has obtained funds necessary to finance approximately $53,744,970 in costs associated with the development of Phase H2A including: approximately $31,662,288 in taxable construction financing to be provided through a loan by Wells Fargo; up to $11,726,000 in permanent loan financing to be provided through a loan by California Community Reinvestment Corporation ("CCRC"); Authority Acquisition Loan of $3,190,000; approximately $5,000,000 in financing with the State's HCD Infill Infrastructure Grant Program funds ("IIG") loaned to the Developer by the Authority; approximately $7,324,100 in Choice Neighborhoods Implementation grant funds ("CNI") loaned to the Developer by the Authority; up to $4,000,000 in Authority Bridge Loan, loaned to the Developer by the Authority; approximately $24,497,550 will be generated from nine percent (9%) LIHTC equity with Wells Fargo as the equity investor; $507,320 in accrued deferred interest on the Acquisition Loan, CNI Loan and Bridge Loan and forty-five (45) Section 8 Project Based Vouchers and nine (9) Rental Assistance Demonstration (RAD) Section 8 Project Based Vouchers will be dedicated to the Project to support operations and debt service.

Budget and Program Impact: The Authority will receive a one-time payment at closing of the $20,000 Davis Bacon/Labor Compliance Monitoring Fee and the $30,000 construction compliance monitoring fee during the construction period. The Authority will receive a reimbursement of up to $150,000 at construction loan closing to be applied towards Project costs incurred by Authority directly for various third party legal and consulting fees. A payment towards the Multi-Phase Predevelopment Loan will be provided to Jordan Downs Community Partners, LLC for master planning activities of approximately $55,500 including interest earned, and will also be made at construction closing. Depending on the timing of the finalization of the HCD Grant documents, if not consummated prior to closing, the Authority may not receive these funds at construction closing but rather after the HCD Grant documents are finalized.

The transaction incorporates payments to the Authority for a developer fee equivalent of 20% (or $440,000) of the $2,200,000 total developer fee, which is included in the development budget as HACLA Compliance and Coordination Fee of $220,000 and Site Preparation and Relocation Fee of $220,000 to be disbursed in accordance with the developer fee distribution schedule approved by the equity investor. Based on the current developer fee schedule

proposed, no less than the following amounts will be distributed to the Authority: 38.64% ($170,016) is to be distributed to HACLA at financial closing, 50% ($220,000) will be distributed at permanent loan conversion, and the remaining 11.36% ($49,984) will be distributed at issuance of IRS 8609's. No deferred developer fee is contemplated at closing; however in the event this occurs, then the 20% equivalent fee that the Authority is entitled to will be paid from residual receipts from operations as a priority payment. Depending on the timing of the finalization of the HCD Grant documents, if not consummated prior to closing, the Authority may not receive the initial fee amount at construction closing but rather after the HCD Grant documents are finalized.

The Acquisition Loan payments will be made from 60% of cash flow during operations until paid in full. After the Acquisition Loan is fully paid, projected at year 41, then the residual receipts of 60% will be applied towards repayment of the Authority Bridge Loan of up to $4,000,000, then to the Authority CNI Loan of $7,324,100, and thereafter to the IIG Loan of $5,000,000. Upon full payment of the Acquisition Loan, Bridge Loan and CNI Loan (and IIG Loan, if permitted by HCD), the Authority (through LOMOD) will receive 35% of cash flow as an incentive management fee as the Special Limited Partner under the Developer's partnership agreement. Lastly, HACLA (through LOMOD) will receive 50% of any profit (or cash flow) from a capital event available to the general partner of the Developer.

Environmental Review:

CEQA The City of Los Angeles is the lead agency for the Jordan Downs Redevelopment for purposes of the California Environmental Quality Act ("CEQA"). The City of Los Angeles, acting through its Department of City Planning, approved a larger project under the Jordan Downs Urban Village Specific Plan (1,800 residential units; up to 250,000 square feet of commercial/retail/office plus up to 20,000 square feet of community-service retail and services in mixed use buildings; a network of parks totaling 8.9 acres; and new community facilities), and its associated Environmental Impact Report ("EIR") and required findings on April 17, 2013 (ENV-2010-32-EIR). Two addendums to the FEIR were prepared on January 11, 2016 and April 4, 2016, respectively, to address any additional impacts not considered in the EIR as the result of a proposed Specific Plan Amendment. On April 14, 2016, the City Planning Commission found based on the whole of the administrative record that no subsequent or supplemental EIR or negative declaration was required. The H2A redevelopment as contemplated in the Disposition and Development Agreement and Ground Lease, is consistent with the Specific Plan and its Amendment (CPC-2015-3990-GPA-ZC-SP) and will be subject to the imposition of various measures contained in the Specific Plan's conditions of approval, including Mitigation Monitoring. On November 29, 2016, the Department of City Planning, through the authority of its Planning Director, issued a Specific Plan Project Permit Adjustment, to allow for minor changes to setbacks, common open space and parking area shading for the Phase H2A development. This Specific Plan Project Permit Adjustment was approved in compliance with CEQA and did not find any additional environmental evaluation or mitigations required.

No further environmental review is required for the Authority's recommended actions because based on the project record there has been no change to the Jordan Downs Redevelopment or substantial changes in circumstances or new information that would warrant subsequent environmental analysis in accordance with CEQA, including but not limited to Public Resources Code section 21166 and State CEQA Guidelines sections 15162, 15163 and 15164. Based on this, the Authority will file a Notice of Determination with the County of Los Angeles after the Board

of Commissioners has acted on this item. The mitigation measures and related conditions of approval applicable to the Jordan Downs Redevelopment have been reviewed and will be monitored for compliance as specified in the Ground Lease.

NEPA Pursuant to 24 CFR Part 58, the City of Los Angeles, through the Los Angeles Housing Department ("LAHD", and formerly known as the Housing and Community Investment Department or "HCID/LA"), serves as the environmentally responsible entity in preparation of the Environmental Assessment and Finding of No Significant Impact ("EA/FONSI") for the Jordan Downs Public Housing Community Project. The EA/FONSI was circulated for public review on June 13, 2014 through July 2, 2014. On December 22, 2015 a technical memorandum was prepared to review any changes to the project description. Based on this memorandum HCID/LA found that changes to the project description did not result in changes to the conclusion of the EA/FONSI. On February 11, 2016, the U.S. Department of Housing and Urban Development's Office of the Field Office Director issued approval of the Housing Authority's Request for Release of Funds and Environmental Certification.

Section 3:

The Developer will ensure that the Section 3 workers residing within the service area of the project and participants of Youth-Build programs have the opportunity to share in the economic benefits generated by the proposed development. Local Hire and Section 3 requirements for the Developer and their General Contractor will require to meet HUD established labor hour benchmarks for Section 3 Workers and Targeted Section 3 Workers. Additionally, pursuant to HACLA's Section 3 Policy and Compliance Plan, the Developer and their General Contractor will be required to engage in good faith efforts to set aside at least thirty percent (30%) of all new construction and post-construction jobs generated by the redevelopment for Section 3 Workers and Targeted Section 3 Workers in the order of hiring priority. Furthermore, the Developer and their General Contractor shall strive and use good faith efforts to set aside at least ten percent (10%) of their overall 30% Section 3 commitment for disadvantaged workers. Additionally, the Developer is committed to providing 10% of the total dollar amount of building trades work for all construction contracts and 3% of the total dollar amount of all non-construction contracts to Section 3 Businesses.

Attachments:

1. Resolution
2. Site Plan
3. List and description of all Financing Documents signed by the Authority
4. Authority Financing Documents
    a. RAD and CNI Documents
    b. Ground Lease Agreement (with all Exhibits)
    c. Disposition and Development Agreement (with all Exhibits)
    d. Authority Loan Agreement (with all Exhibits)
    e. Authority Acquisition Note
    f. Authority CNI Note
    g. Authority IIG Note

h. Authority Leasehold Deed of Trust (Acquisition)

i. Authority Leasehold Deed of Trust (Bridge/CNI/IIG)

j. Subordination Agreements (where the Authority is a signatory)

k. Right of First Refusal, Purchase Option and Put Right Agreement

5. Declaration of Annexation – New Century CC&Rs

6. HCD IIG Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing

ATTACHMENT 1

RESOLUTION

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE PRESIDENT AND CEO, OR THEIR DESIGNEE, TO ENTER INTO A DISPOSITION AND DEVELOPMENT AGREEMENT, LONG-TERM GROUND LEASE AGREEMENT, RIGHT OF FIRST REFUSAL, PURCHASE OPTION AND PUT RIGHT AGREEMENT, AND LOAN DOCUMENTS WITH JORDAN DOWNS 3, LP ("PARTNERSHIP") FOR AN AUTHORITY ACQUISITION LOAN OF UP TO $3,190,000, AN AUTHORITY BRIDGE LOAN OF UP TO $4,000,000, A LOAN OF GRANT FUNDS FROM A CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT OF UP TO $7,324,100, AND A LOAN OF GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S ("HCD") INFILL INFRASTRUCTURE GRANT PROGRAM OF UP TO $5,000,000, AS WELL AS EXECUTE A RAD USE AGREEMENT AND CHOICE NEIGHBORHOODS INITIATIVE DECLARATION OF RESTRICTIVE COVENANTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), FOR THE DEVELOPMENT OF JORDAN DOWNS PHASE H2A, A 76-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT WITH COMMUNITY AMENITIES, AND TO EXECUTE RELATED DOCUMENTS AND AGREEMENTS INCLUDING DOCUMENTS TO COMPLY WITH THE NEW HUD SECTION 3 RULES AND UNDERTAKE VARIOUS ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Housing Authority of the City of Los Angeles ("Authority") intends to transform the Jordan Downs public housing community into a mixed-income, mixed-use, environmentally friendly, vibrant urban village, conducive to healthy living and economically progressive conditions;

WHEREAS, on June 28, 2012, the Authority's Board of Commissioners unanimously authorized the President and CEO to execute a Master Development Agreement ("MDA") with Jordan Downs Community Partners, LLC, (the "Master Developer") for the redevelopment of Jordan Downs following which the MDA between the Authority and the Master Developer was executed on August 1, 2012 and amended by the First Amendment to the MDA ("First Amendment") dated July 13, 2017 and approved by Resolution No. 9327; further amended by the Second Amendment to MDA ("Second Amendment") dated October 4, 2017 and approved by Resolution No. 9282; and further amended by the Third Amendment to the MDA ("Third Amendment") dated July 7, 2020 and approved by Resolution No. 9594.

WHEREAS, the Authority and the Master Developer have been working closely since 2012 to implement the vision of a redeveloped Jordan Downs including the vertical residential development of the Phase H2A Residential Project (the "Project") by Jordan Downs 3, LP ("Developer") and meeting with the residents on redevelopment progress to ensure consistency and transparency;

WHEREAS, the Project is comprised of seventy-six (76) units in a residential development (including one manager's unit), of which thirty-nine (39) units will be replacement units for public housing residents at the existing Jordan Downs site ("Replacement Units") of which (nine (9) Replacement Units will be Rental Assistance Demonstration ("RAD") units, and thirty (30) Replacement Units will be Project Based Voucher ("PBV") units, fifteen (15) units will be non-replacement PBV units, seven (7) units will be non-HUD subsidized low income housing tax credit units and the remaining 15 units will be unrestricted market rate units (including one manager's unit);

WHEREAS, the Developer has obtained funding necessary to finance the development including approximately $31,662,288 in construction financing, a permanent loan of approximately $11,726,000, a construction/permanent loan from the Authority of approximately $7,324,100 in HUD Choice Neighborhoods Implementation Grant ("CNI") funds, a construction/permanent loan from the Authority of approximately $5,000,000 in HCD Infill Infrastructure Grant ("IIG") funds, a construction/permanent loan from the Authority of approximately $3,190,000 as acquisition carryback financing, a construction/permanent Authority bridge loan of up to $4,000,000 comprised of a $1,500,000 Authority Bridge Gap Loan and a $2,500,00 Authority IIG

Bridge Loan , approximately $24,497,550 in 9% Low Income Housing Tax Credit equity, $507,320 in accrued deferred interest on the Authority acquisition loan, CNI loan, and bridge loan and an allocation of forty-five (45) Section 8 Project-Based Vouchers ("PBV") and nine (9) RAD Section 8 PBVs;

WHEREAS, all residential units within the Project will be restricted for occupancy by households of, low, very low and extremely low-income, except for 14 market unrestricted units and a manager's unit, and will be offered supportive services;

WHEREAS, under the California Public Resources Code, Section 21166 and the California Environmental Quality Act ("CEQA") including but not limited to sections 15162, 15163 and 15164, on the basis of substantial evidence contained in the whole record, that since the adoption of the Environmental Impact Report (ENV-2010-32-EIR) by the City Planning Commission on April 17, 2013, for the Jordan Downs Urban Village Specific Plan which incorporated all the components of the Jordan Downs Redevelopment (the "JD Development") including the Phase H2A Project currently being proposed, there have been no changes to the JD Development, changes with respect to the circumstances under which the JD Development is being undertaken, or new information of substantial importance concerning the JD Development which cause new significant environmental effects or a substantial increase in the severity of previously identified effects in the Environmental Impact Report, two addendums to the EIR were prepared on January 11, 2016 and April 4, 2016 respectively to address any additional impacts not considered in the EIR as the result of a proposed Specific Plan Amendment and found no subsequent EIR, addendum or further environmental documentation is necessary, and this entire record was considered by the City Planning Commission on April 14, 2016;

WHEREAS, the parties have successfully negotiated, and include herewith in substantially final form, a Disposition and Development Agreement ("DDA"), a Ground Lease Agreement, various Authority Loan Documents, Right of First Refusal, Purchase Option and Put Right Agreement and other ancillary documents, subject to non-material revisions as approved by legal counsel, for Board consideration and recommended approval at this time;

WHEREAS, forms of the following major Authority transaction documents have been presented at this meeting:

1. RAD Use Agreement
2. RAD PBV HAP Contract
3. Certification and Assurances
4. CNI Declaration of Restrictive Covenants
5. Ground Lease Agreement (with all exhibits)
6. Disposition and Development Agreement
7. Declaration of Annexation – New Century CC&Rs
8. Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing (HCD IIG)
9. Authority Acquisition Note
10. Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority Acquisition Loan)
11. Authority Loan Agreement
12. Authority CNI Promissory Note
13. Authority Bridge Note
14. Authority IIG Promissory Note
15. Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority CNI/Bridge/IIG Loans)
16. Subordination Agreement (HACLA Loans)
17. Right of First Refusal, Purchase Option and Put Right Agreement

18. Management and Re-occupancy Plan.

WHEREAS, on September 29, 2020 the U.S. Department of Housing and Urban Development (HUD) published a Finale Rule entitled "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses" (Section 3 Final Rule) with an effective date of November 30, 2020, HACLA is implementing the Section 3 Final Rule for the Project through the Ground Lease Agreement other Authority transaction documents and agreements and will separately amend the Section 3 requirements of the MDA;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby authorize and approve as follows:

A. The form and content of the DDA, the Ground Lease, the RAD Use Agreement and other RAD Documents, the CNI Declaration of Restrictive Covenants, the various Authority Loan Documents attached hereto, the other Authority transaction documents attached hereto, and all Authority ancillary transaction documents (collectively, the "Authority Financing Documents") are hereby approved contingent upon HUD transaction approval, including receipt of a final RAD Conversion Commitment from HUD. The President and Chief Executive Officer, the Chief Administrative Officer, the Chief Development Officer and the Chief Programs Officer ("Designated Officers"), are hereby authorized and directed, for and on behalf of and in the name of the Authority, to execute and attest the Authority Financing Documents and any other documents, agreements and certificates necessary to accomplish the transaction contemplated by this Resolution, with such changes therein as approved with the advice of legal counsel, such approval to be conclusively evidenced by the execution and delivery thereof;

B. The commitment and expenditure of a carryback note/acquisition loan as payment for the Developer's interest under the Ground Lease of up to $3,190,000, an Authority CNI Loan to the Developer of up to $7,324,100, an Authority IIG Loan to the Developer of up to $5,000,000, and an Authority Bridge Loan to the Developer of up to $4,000,000;

C. An initial 20-year PBV HAP contract for forty-five (45) regular PBVs, subject to the future availability of appropriated funds, HUD regulations, the requirements of the Authority Section 8 Administrative Plan and the Developer's continued compliance with the HAP Contract with an extension of up to 20 years as permitted under HUD regulations concerning PBVs; and

D. An initial 20-year RAD PBV HAP contract for the nine (9) RAD units as permitted under HUD's RAD Notice, with an obligation to offer a 20-year extension as permitted under HUD's RAD Notice and the HUD regulations concerning PBVs.

BE IT FURTHER RESOLVED that the "Designated Officers" of HACLA referred to above are as follows:

Name	**Title**
Douglas Guthrie	President and Chief Executive Officer
Marlene Garza	Chief Administrative Officer
Jenny Scanlin	Chief Strategic Development Officer
Margarita Lares	Chief Programs Officer

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES

By:_____
Cielo Castro, Chairperson

APPROVED AS TO FORM:

BY: _____
James Johnson, General Counsel

DATE ADOPTED: _____

ATTACHMENT 2

SITE PLAN

MITHŪN
Alameda Street
Tweedy Blvd.
Industrial Parcel
Industrial Parcel
High School
Retail Center
PHASE 1C
PHASE 1A
PHASE 1B
Community Center
Muddown Farms
H2A
H2B
H3A
H3
H3B
H4
H
HO1
HO2
S7
S8
SO2
P1
P2
S6
S3
S5
SO1
S2
S4
Laurel Street
Kalmia Street
Juniper Street
Croesus Ave.
Hickory Street
Grape Street
Garman Street
Low Dillon Ave.
Century Blvd.
97th Street
102nd Street
103rd Street
0
200'
JORDAN DOWNS SITE PLAN / OCTOBER 24, 2019

ATTACHMENT 3

LIST AND DESCRIPTION OF ALL FINANCING DOCUMENTS

HOUSING AUTHORITY OF CITY OF LOS ANGELES (HACLA)
BOARD MEETING DOCUMENTS
PROJECT: JORDAN DOWNS PHASE H2A
(updated as of 03/24/2022)

Party Key:
HACLA = Housing Authority of the City of Los Angeles
Partnership= Jordan Downs 3, LP
General Partner = JD Housing 3, LLC
Developer = BRIDGE Housing Corporation
Wells Fargo = Wells Fargo Bank, National Association
Investor = Wells Fargo Community Lending and Investment
Master Developer = Jordan Downs Community Partners LLC
Management Agent = John Stewart Company

TAB	DOCUMENT/ITEM	SIGNATORIES	RECORDABLE	DESCRIPTION
I.	**RENTAL ASSITANCE DEMOSTRATION (RAD) PROGRAM DOCUMENTS**			
1.	RAD Use Agreement	**HUD; Partnership HACLA**	**YES**	HUD form applying RAD restrictions and requirements to the Project.
2.	RAD PBV HAP Contract	**HACLA; Partnership**	**NO**	HUD form providing for PBV housing assistance payments to the Project.
3.	Certification and Assurances	**HACLA & its Counsel: Partnership & its Counsel**	**NO**	HUD form certifying to the proper execution and delivery of closing documents.
II.	**CHOICE NEIGHBORHOODS INITIATIVE (CNI) PROGRAM DOCUMENTS**			
4.	CNI Declaration of Restrictive Covenants	**HACLA; Partnership**	**YES**	HUD form applying CNI restrictions and requirements to the Project.
III.	**SITE CONTROL DOCUMENTS**			
5.	Ground Lease (with all exhibits)	**HACLA; Partnership**	**NO/YES**	Conveyance document providing for a 75-year lease of the property to the Partnership subject to, among other things, RAD and CNI requirements. Includes following indemnification provisions: (a) Partnership indemnifies HACLA from claims, actions, costs, expenses, and attorneys' fees arising out of act or omission by Partnership which breaches the Partnership's obligations under the lease; (b) Partnership agrees to defend HACLA against contractor or subcontractor claims resulting from Partnership's negligence at Partnership's expense; (c) Partnership indemnifies HACLA from claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, and all costs and expenses incurred in connection with (i) Partnership's failure to comply with applicable environmental laws, (ii) Hazardous Substances and Materials at the Project after commencement of lease, and (iii) Partnership's act or omission regarding handling, treatment, removal, storage, decontamination, cleanup, transport, or disposal of Hazardous Substances and Materials; HACLA indemnifies Partnership from and against any loss, damage, cost, expense, or liability arising out of the presence of Hazardous Substances and Materials or any environmental condition not identified in a Phase 1 or Phase 2 (if applicable) environmental study.
6.	Disposition and Development Agreement	**HACLA; Partnership**	**NO**	Agreement governing certain terms of the Project not addressed in the HACLA loan documents or the Ground Lease, including the scope of development, events of default by the Partnership, and cure periods; additionally, incorporating the Project Concept Plan, Financing Plan, and Relocation Plan. Fees to HACLA: Partnership shall pay HACLA (1) fees equivalent to 20% of any developer fee paid for the Project, including: (a) $220,000 as a coordination fee, (b) $220,000 for predevelopment and development assistance for labor compliance monitoring, and (c) $260,000 for HACLA's ongoing coordination of services; (2) $50,000 for construction compliance monitoring; and (3) $150,000 for third-party costs, including legal and consulting fees.
7.	Declaration of Annexation – New Century CC&Rs	**HACLA; Master Developer; Partnership**	**YES**	Agreement to annex the Project property under the Declaration of Restrictions (CC&Rs) and the jurisdiction of the New Century Owners Association.
8.	HCD IIG Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing	**HACLA; Partnership**	**YES**	HCD form applying the Infill Infrastructure Grant restrictions and requirements to the Project.
IV.	**FINANCING DOCUMENTS**			
	HACLA ACQUISITION LOAN DOCUMENTS (GROUND LEASE LOAN)			
9	Authority Acquisition Note ($3,190,000.00)	**Partnership**	**NO**	Promissory Note evidencing the Authority Acquisition Loan of [$3,190,000.00] by HACLA to the Partnership pursuant to the Ground Lease and representing the fair market value of the Project property.
10	Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority Acquisition Loan)	**Partnership**	**YES**	Leasehold Deed of Trust securing the Authority Acquisition Loan. Includes the following indemnification provision: Partnership indemnifies HACLA against any loss, damage, cost, expense, or liability directly or indirectly attributable to Hazardous Materials on the Project property.

	HACLA LOAN DOCUMENTS (CNI, GAP, IIG LOANS)			
11	Authority Loan Agreement	**HACLA; Partnership**	**NO**	Agreement regarding the HACLA's provision of terms, responsibilities, and requirements related to the CNI, Gap and IIG Loan funds. Includes the following indemnification provisions: (a) Partnership indemnifies HACLA from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the Partnership's or any other party other than HACLA's failure to comply with the hazardous materials provisions in the agreement; (b) Partnership indemnifies HACLA from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to, or otherwise occasioned in whole or in part by an act or omission of the Partnership which constitutes a breach of the Partnership's obligations under the agreement; (c) Partnership will defend at its own expense any suit against HACLA brought by any third-party performing work for the Partnership on the Project and will pay or satisfy any related judgment, claim, and related costs and expenses. Requires the Partnership comply with the requirements to the CNI and IIG Grant Agreements.
12	Authority CNI Promissory Note ($6,074,100.00)	**Partnership**	**NO**	Promissory Note evidencing the Authority CNI Loan of approximately $6,074,100.00 from HACLA to the Partnership.
13	Authority Gap Note ($1,500,000.00)	**Partnership**	**NO**	Promissory Note evidencing the Authority Gap Loan of approximately $1,500,000.00 from HACLA to the Partnership.
14	Authority IIG Promissory Note ($5,000,000.00)	**Partnership**	**NO**	Promissory Note evidencing the Authority IIG Loan of approximately $5,000,000.00 from HACLA to the Partnership.
15	Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority CNI/Gap/IIG Loans)	**HACLA; Partnership**	**YES**	Leasehold Deed of Trust securing the Authority CNI, Gap and IIG Loans. Includes the following indemnification provision: Partnership indemnifies HACLA against any loss, damage, cost, expense, or liability directly or indirectly attributable to Hazardous Materials on the Project property.
16	Subordination Agreement (HACLA Loans)	**HACLA; Partnership; Wells Fargo Bank**	**YES**	Agreement subordinating the Authority Acquisition, CNI, IIG and Gap Loans to the to the construction loan deed of trust in favor of Wells Fargo.
V.	**LIHTC EQUITY DOCUMENTS**			
17	Right of First Refusal, Purchase Option and Put Right Agreement	**HACLA; Partnership; General Partner; BRIDGE; Investor**	**YES**	Agreement providing HACLA a right of first refusal and purchase option to purchase all right, title, and interest held by the Partnership or all partnership interests in the Partnership.
VI.	**MANAGEMENT DOCUMENTS**			
18	Management and Re-occupancy Plan	**Partnership;Management Agent; HACLA**	**NO**	Describes the policies that will be used in the management of the property.

ATTACHMENT 4

AUTHORITY FINANCING DOCUMENTS

After recording please return to:
Reno & Cavanaugh, PLLC
455 Massachusetts Ave, NW, Suite 400
Washington, DC 20001
ATTN: Megan Glasheen, Esq.

No fee for recording pursuant to
Government Code Section 27383

Space above this line for recorder's use only

RENTAL ASSISTANCE DEMONSTRATION USE AGREEMENT

by and among

United States of America, Secretary of Housing and Urban Development, HUD

Housing Authority of the City of Los Angeles, PHA

and

Jordan Downs 3, LP, Project Owner

Dated as of _____, 2022

NOTE: This cover page is for recording purposes only and does not modify or amend the terms of the attached instrument.

Rental Assistance Demonstration Use Agreement

U.S. Department of Housing and Urban Development
Office of Housing
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0276), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in Notice H-2019-09 PIH-2019-23 (HA) and related notices. This information will be used as the binding agreement between the owner and HUD and sets out affordability and use restrictions for the converted projects. There are no assurances of confidentiality.

This Rental Assistance Demonstration Use Agreement (hereinafter called the "**Agreement**") is made for the benefit of and agreed to by the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates (hereinafter called "**HUD**") by Jordan Downs 3, LP, a California limited partnership, ("**Project Owner**"), and Housing Authority of the City of Los Angeles, a public body, corporate and politic, ("**PHA**"). This Agreement is effective as of the date agreed upon by the parties for closing of the RAD conversion (the "**Closing Date**"), which date is _____, 2022. Project Owner shall cause this Agreement to be submitted for recording promptly following the Closing Date and in no event later than 30 days following the Closing Date. If no Closing Date is specified in this paragraph, recordation shall be conclusive evidence of the Closing Date having occurred.

Whereas, the Rental Assistance Demonstration (hereinafter called "**RAD**") provides for the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance.

Whereas, the PHA is the fee owner of the real property described on Exhibit A (the "**Property**"), and the Project Owner is the leasehold owner of the Property upon which is or will be located improvements owned or to be owned by Project Owner receiving assistance converted pursuant to RAD, which project will commonly be known as Jordan Downs Phase H2A (the "**Project**"). The Project will contain seventy-six (76) dwelling units, of which nine (9) dwelling units (the "**Assisted Units**") are subject to a RAD Housing Assistance Payment contract, as the same may be renewed, amended or replaced from time to time ("**RAD HAP Contract**").

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011, as amended from time to time, the "**RAD Statute**"); and its implementing program requirements and guidance including, without limitation, the Rental Assistance Demonstration – Final Implementation, Revision 4 Notice, H-2019-09 PIH-2019-23 (HA) as amended from time to time, and any successor document and/or regulations (hereinafter called the "**RAD Notice**"), which this Agreement incorporates by this reference, the

PHA and/or the Project Owner, as applicable, has agreed to encumber the Property and the Project Owner has agreed to operate the Project in accordance with this Agreement in exchange for HUD's agreement to execute or permit the execution of the RAD HAP Contract and the assistance provided thereby;

Whereas, in accordance with the RAD Statute and RAD Notice, except as otherwise agreed in writing by HUD, this Agreement is to be recorded superior to other liens on the Property and shall encumber the Property throughout the term of the RAD HAP Contract (including any renewal terms and the terms of any replacement Housing Assistance Payment ("**HAP**") contracts).

Now Therefore, in consideration of the foregoing, conversion of assistance pursuant to RAD, provision of rental assistance pursuant to the RAD HAP Contract and other valuable consideration, the parties hereby agree as follows:

1. Definitions. All terms used in this Agreement and not otherwise defined have the same meaning as set forth in the RAD Notice.

2. Term. The initial term of this Agreement commences upon the effective date set forth above. It is the intention of the parties that this Agreement shall remain in effect for a term not less than the stated term of the RAD HAP Contract, including the initial term of the RAD HAP Contract and any subsequent renewal terms of the RAD HAP Contract or any replacement HAP contracts. The term of this Agreement shall not be affected by the premature termination of the RAD HAP Contract (by way of illustration and not limitation, for breach or non-compliance) prior to its stated term (whether the initial term, any renewal term, or the term of any replacement HAP contracts). In furtherance of the foregoing, unless otherwise approved by HUD this Agreement shall remain in effect until and unless released by HUD and such release is recorded as contemplated by Section 8 of this Agreement. Such release shall be the evidence of the determination not to execute a replacement HAP contract and of the termination of this Agreement. The RAD Statute and RAD Notice require that, upon expiration of the initial RAD HAP Contract and each renewal RAD HAP Contract or any replacement HAP contracts, the Secretary shall offer and the owner of the property shall accept renewal of the HAP contract.

3. Use Restriction and Tenant Incomes. The Assisted Units shall be leased in accordance with the RAD HAP Contract, including any applicable eligibility and/or income-targeting requirements. In the case that the RAD HAP Contract is terminated prior to the release of this Agreement, for the remainder of the term of this Agreement new tenants leasing the Assisted Units (except if any of the Assisted Units is a HUD-approved manager unit) must have incomes at or below 80 percent of the Area Median Income (AMI) at the time of admission ("**Eligible Tenants**"). Additionally, rents for such Assisted Units must not exceed 30% of 80% of the AMI for households of the size occupying an appropriately sized unit. Notwithstanding the foregoing, in the event the Project Owner so requests and is able to demonstrate to HUD's satisfaction that despite the Project Owner's good faith and diligent efforts to do so, the Project Owner is unable either (1) to rent a sufficient percentage of Assisted Units to Eligible Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Project Owner and HUD. Any such modification of the

restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.

4. Survival. This Agreement shall survive foreclosure and bankruptcy. Unless otherwise approved by HUD, this Agreement will survive abatement of assistance or termination of the RAD HAP Contract at any point other than the natural expiration of its term.

5. Fair Housing and Civil Rights Requirements. The Project Owner and its agents, where applicable, shall ensure that the Project complies with applicable federal fair housing and civil rights laws, regulations, and other legal authorities, including those identified at 24 C.F.R. § 5.105.

6. Accessibility Requirements. The Project Owner and its agents, where applicable, shall ensure that the Project complies with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively.

7. Restrictions on Transfer.

A. HUD has been granted and is possessed of an interest in the above described Project. Except as authorized below, the Project Owner and, if a party hereto, the PHA, shall not transfer, convey, encumber, demolish, or permit or suffer any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Project and/or Property or any part thereof without prior written consent of HUD. Notwithstanding the foregoing, HUD hereby authorizes (a) leases in the normal operation of the Project, (b) subordinate liens contemplated by a RAD Conversion Commitment executed in connection with the Project, whether such liens are recorded concurrent with the recordation of this Use Agreement or recorded subsequent hereto (such as permanent financing to replace construction-period financing), and (c) conveyance or dedication of land for use as streets, alleys, or other public rights-of-way and grants and easements for the establishment, operation and maintenance of public utilities. Except as otherwise approved in writing by HUD, any lien on the Project and/or Property shall be subject and subordinate to this Agreement. Unless this Agreement is released by HUD, any transferee of the Project and/or Property shall take title subject to this Agreement.

B. In the event of a default under the RAD HAP Contract including, without limitation, upon any transfer of the Property or Project without HUD consent, upon expiration of any applicable notice and/or cure periods, HUD may terminate the Owner's interest in the RAD HAP Contract, including all of the Owner's rights and obligations therein, and transfer the RAD HAP Contract to another "Owner," as defined in section 8(f)(1) of the United States Housing Act of 1937, to ensure the continuation of rental assistance, as authorized under the RAD HAP Contract.

8. Amendment or Release. This Agreement may not be amended without HUD consent. This Agreement shall remain as an encumbrance against the Property unless and until HUD executes a release for recording. This Agreement may only be released by HUD in its sole discretion. In the event that the RAD HAP Contract is, in accordance with all applicable laws and RAD program requirements, not renewed or replaced, HUD shall not unreasonably fail to provide such a release upon the completion of the applicable term of this Agreement.

9. Enforcement. In the event of a breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, shall provide the Owner written notice of the breach. Upon failure to cure such breach within sixty (60) days of notice thereof or, if the breach cannot be cured pursuant to commercially reasonable efforts to do so within the prescribed sixty (60) day period, such longer time as the enforcing party reasonably determines to be required by the circumstances, which longer period shall not be unreasonably withheld, conditioned or delayed, the enforcing party may declare an event of default and may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate. Upon an event of default, the enforcing party shall have all remedies available to it under statute, at law or in equity. The enforcing party shall have the right to seek specific performance and/or to enjoin any breach, which rights shall be in addition to all other remedies available at law or in equity.

10. Severability. The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.

11. Conflicts. Any conflicts between this Agreement and the RAD HAP Contract or any other applicable HUD program requirements shall be conclusively resolved by the Secretary.

12. Section 18 Non-RAD PBV Rider. If a Section 18 Non-RAD PBV Rider to the Rental Assistance Demonstration (RAD) Use Agreement is attached to this Agreement, such rider is made a part hereof and incorporated by reference.

13. Execution of Other Agreements. The Project Owner and, if a party hereto, the PHA, agrees that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

14. Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, the Project Owner and, if a party hereto, the PHA, agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. HUD may implement any such statutory amendment through rulemaking or notice as permitted by statute. Except with respect to statutory amendments implemented through regulation, if any future notice, future updates, changes, and amendments to the RAD Notice and guidance are made, they shall be applicable only to the extent that they interpret, clarify, and implement the terms of this Agreement rather than add or delete provisions from this Agreement.

15. Books and Records. The Project books and records shall be established and maintained in accordance with HUD requirements. The Project Owner shall furnish any information and reports pertinent to compliance with this Use Agreement and applicable HUD requirements as reasonably may be required from time to time by HUD, in a manner prescribed by HUD. Following receipt of appropriate and reasonable notice, the Project Owner shall permit HUD or any of their duly authorized representatives to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Project Owner that are pertinent to compliance with this Agreement.

16. Lender Provisions.

A. Nothing in this Agreement prohibits any holder of a mortgage or other lien against the Property or Project from foreclosing its lien or accepting a deed in lieu of foreclosure or exercising other rights and remedies available to it. Any lien holder shall give HUD, as a courtesy, written notice prior to declaring an event of default. Any lien holder shall provide HUD concurrent notice with any written filing of foreclosure filed in accordance with state law provided that the foreclosure sale shall not occur sooner than sixty days (60) days after such notice to HUD. The Notice to HUD may be personally delivered or sent by U.S. certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows:

U.S. Department of Housing and Urban Development
451 7th Street SW, Room 4100
Washington, DC 20410
Attention: Office of the Assistant Secretary for Public and Indian Housing - Rental Assistance Demonstration

B. Notwithstanding any lien holder's foreclosure rights, this Agreement survives foreclosure and any new owners of the Property or the Project take ownership subject to this Agreement.

C. Transfer of title to the Property or the Project may be grounds for termination of assistance under the RAD HAP Contract. However, HUD may permit, through prior written consent by HUD, the new owner of the Property or the Project to assume the RAD HAP Contract, subject to the terms included therein, or enter into a new HAP contract. Any HUD consent to continued HAP assistance is subject to the RAD Statute and other RAD program requirements.

D. Each entity interested in purchasing the Property in a foreclosure sale administered under state foreclosure law may submit a written request to HUD to continue RAD HAP Contract assistance in the event of such entity's successful acquisition at the foreclosure sale. Such request shall be submitted by the latter of ten business days after first publication of the foreclosure sale or 60 days prior to such foreclosure sale.

17. Successors and Assigns. This Agreement shall be binding upon the Project Owner and, if a party hereto, the PHA, and all future successors and assigns of either with respect to any portion of the Property or the Project.

[signature page(s) to follow]

In Witness Whereof, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto.

The below parties hereby certify that the information provided on this form and in any supporting documentation submitted herewith is true and accurate. The undersigned understand that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

OWNER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

[NOTARY BLOCK ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

PHA:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,

By: _____
Douglas Guthrie
President and Chief Executive Officer

[NOTARY BLOCK ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HUD:

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Thomas R. Davis
Director, Office of Recapitalization

Date: _____

WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On _____, 2022, before me, a Notary Public for the above jurisdiction, personally appeared Thomas R. Davis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by hist signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the above jurisdiction that the foregoing paragraph is true and correct. Witness my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT A

Property Subject to this RAD Use Agreement

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36’16” EAST 43.20 FEET;

THENCE NORTH 89°23’44” WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36’16” EAST 313.99 FEET;

THENCE NORTH 44°56’39” EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17’02” EAST 134.04 FEET;

THENCE SOUTH 45°03’21” EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36’16” WEST 313.99 FEET;

THENCE SOUTH 44°56’44” WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17’13” WEST 135.06 FEET; THENCE NORTH 45°03’16” WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program[1]

PART 1 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to enter into a contract for housing assistance payments and to dictate the terms under which such payments will be made. There are no assurances of confidentiality.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) Contract is entered into between:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic (Contract Administrator) (CA)[2] and

JORDAN DOWNS 3, LP, a California limited partnership (owner).

b. Contents of contract

The HAP Contract consists of Part 1, Part 2, and the Contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP Contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If applicable as the result of Tenant-Paid Utility Savings in accordance with the provision of the RAD Notice

[1] This form merges HUD 52530A and HUD 52621

[2] In Public Housing to PBV conversions, the Contract Administrator will be the Public Housing Agency that executes the HAP Contract with the Owner and administers the voucher funding under the Consolidated Annual Contributions Contract with HUD.

governing such savings for Project Based Voucher Conversions (i.e., Attachment 1C of the RAD Notice), or successor provision, Exhibit A to this HAP Contract shall contain both the initial and revised rent to owner for each contract unit.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITIY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

EXHIBIT E: ADDENDUM TO THE HAP CONTRACT – LABOR STANDARDS

ADDITIONAL EXHIBITS
EXHIBIT F: HAP LABOR COMPLIANCE SUMMARY
EXHIBIT G: DAVIS BACON WAGE DETERMINATION
EXHIBIT H: OWNER CERTIFICATION

d. Term of the HAP Contract

1. Beginning of Term

The Contract begins on **[May 1, 2022]**.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP Contract for any contract unit is **twenty (20) years**.

b. The initial term of the HAP Contract for any unit may not be less than 15 years, and may be for a term of up to 20 years upon the request of the Owner and with the approval of the CA.

3. Contract Administrator's Obligation to Offer to Renew and Owner Obligation to Accept Offers to Renew

The CA and the Owner acknowledge and agree upon expiration of the initial term of the HAP Contract, and upon each renewal term of the HAP Contract, the CA shall offer to renew the HAP Contract and the Owner shall accept each offer to renew the HAP Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

4. Funding of PBV HAP Contract

a. **Funding for the Year of Conversion.** In the Year of Conversion, the Owner shall be due payment up to the public housing amounts obligated prior to the effective date of the HAP Contract, and any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriated funding, for the Year of Conversion. Owner acknowledges that this amount for the Year of Conversion may be less than the contract rent for subsequent years.[3]

b. **Funding for remainder of the initial term and any renewal term.** Starting in the First Full Year and in each subsequent year in which the HAP Contract is effective, for the remainder of the initial term and any renewal term, subject to the availability of sufficient appropriated funding (budget authority), as provided in appropriations acts and, in the CA's, Consolidated Annual Contributions Contract with HUD, the CA will make full payments of housing assistance payments due to an Owner for any contract year in accordance with the HAP Contract. The availability of sufficient funding must be determined by HUD or the CA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP Contract, the CA has the right to terminate the HAP Contract by notice to the Owner for all or any of the Contract units. Such action by the CA shall be implemented in accordance with HUD requirements.

c. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP Contract, the CA shall make housing assistance payments to the Owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a Contract unit, the Owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the Owner may not keep the payment if the CA determines that the vacancy is the Owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

a. If an assisted family moves out of a Contract unit, the CA may provide vacancy payments to the Owner for a CA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

[3] Note that new definitions of First Full Year, HUD requirements and Year of Conversion are added to Section 2 of Part 2 of the HAP Contract.

b. The vacancy payment to the Owner for each month of the maximum two-month period will be determined by the CA and cannot exceed the monthly rent to Owner under the assisted lease, minus any portion of the rental payment received by the Owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.

c. The CA may only make vacancy payments to the Owner if:

1. The Owner gives the CA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the Owner's knowledge and belief);

2. The Owner certifies that the vacancy is not the fault of the Owner, and that the unit was vacant during the period for which payment is claimed;

3. The Owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The Owner provides any additional information required and requested by the CA to verify that the Owner is entitled to the vacancy payment.

d. The CA must take every reasonable action to minimize the likelihood and length of vacancy.

e. The Owner may refer families to the CA and recommend selection of such families from the CA waiting list for occupancy of vacant units.

f. The Owner must submit a request for vacancy payments in the form and manner required by the CA and must provide any information or substantiation required by the CA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to Owner.

Except as provided in this paragraph e (Occupancy and Payment), the CA will not make any other payment to the Owner under the HAP Contract. The CA will not make any payment to Owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

a. **Non-Applicability of Income Mixing Requirement.**

There is no cap on the number of units that may receive PBV assistance in a project.

EXECUTION OF HAP CONTRACT

CONTRACT ADMINISTRATOR (CA):

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,

By: _____
Douglas Guthrie
President and Chief Executive Officer

Date: _____

OWNER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

Date: _____

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program

PART 2 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to enter into a contract for housing assistance payments and to dictate the terms under which such payments will be made. There are no assurances of confidentiality.

1. DEFINITIONS

Contract Administrator (CA). The Public Housing Agency that executes the HAP Contract with the Owner and administers the voucher funding under the Consolidated Annual Contributions Contract with HUD.

Contract units. The housing units covered by this HAP Contract. The contract units are described in Exhibit A.

Family. The persons approved by the CA to reside in a contract unit with assistance under the program.

First Full Year. The first full calendar year of the HAP Contract beginning the year after the calendar year of the effective date. To clarify, in cases in which a project converts in December and the effective date of the HAP Contract is January 1, the Year of Conversion is the calendar year starting on the effective date and the First Full Year begins the year following.

HAP Contract. This housing assistance payments contract between the CA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP Contract).

Housing assistance payment. The monthly assistance payment by the CA for a contract unit, which includes: (1) a payment to the Owner for rent to the Owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Household. The family and any CA-approved live-in aide.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives. HUD requirements include Notice H-2019-09 PIH 2019-23 (HA), "Rental Assistance Demonstration—Final Implementation, Revision 4," as revised or amended from time to time (or any successor document) (RAD Notice), and the RAD Civil Rights Notice, PIH 2016-17 (HA). Any references in this HAP Contract to specific sections of the RAD Notice include any successor provisions whether explicitly stated or not.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP Contract, or in any proceeds or benefits arising from the HAP Contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. A public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

Rent to Owner. The total monthly rent payable to the Owner under the lease for a contract unit. Rent to Owner includes payment for any housing services, maintenance and utilities to be provided by the Owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to Owner payable by the family, as determined by the CA in accordance with HUD requirements. The CA is not responsible for paying any part of the tenant rent.

Year of Conversion. The time from the effective date of the HAP Contract through the end of that calendar year.

2. PURPOSE

a. This is a HAP Contract between the CA and the Owner.

b. The purpose of the HAP Contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the Owner.

c. The CA must make housing assistance payments to the Owner in accordance with the HAP Contract for contract units leased and occupied by eligible families during the HAP Contract term. HUD provides funds to the CA to make housing assistance payments to Owners for eligible families.

3. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to Owner

The initial rent to Owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP Contract. At the beginning of the HAP contract term, and until rent to Owner is adjusted in accordance with section 5 of the HAP Contract, the rent to Owner for each bedroom size (number of bedrooms) shall be the initial rent to Owner amount listed in Exhibit A.

b. HUD rent requirements

Notwithstanding any other provision of the HAP Contract, the rent to Owner may in no event exceed the amount authorized in accordance with HUD requirements. The CA has the right to reduce the rent to Owner, at any time, to correct any errors in establishing or adjusting the rent to Owner in accordance with HUD requirements. The CA may recover any overpayment from the Owner.

c. CA payment to Owner

1. Each month the CA must make a housing assistance payment to the Owner for a unit under lease to and occupied by an eligible family in accordance with the HAP Contract.

2. The monthly housing assistance payment to the Owner for a contract unit is equal to the amount by which the rent to Owner exceeds the tenant rent.

3. Payment of the tenant rent is the responsibility of the family. The CA is not responsible for paying any part of the tenant rent, or for paying any other claim by the Owner against a family. The CA is only responsible for making housing assistance payments to the Owner on behalf of a family in accordance with the HAP Contract.

4. The Owner will be paid the housing assistance payment under the HAP Contract on or about the first day of the month for which payment is due, unless the Owner and the CA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the Owner must comply with all the provisions of the HAP contract. Unless the Owner complies with all the provisions of the HAP Contract, the Owner does not have a right to receive housing assistance payments.

6. If the CA determines that the Owner is not entitled to the payment or any part of it, the CA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any other housing assistance payments contract.

7. The Owner will notify the CA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

8. Notwithstanding anything else in this HAP Contract, in the Year of Conversion, any housing assistance payments shall equal amounts funded in accordance with Section 1.d.4.a (Funding for the Year of Conversion) of this HAP Contract.

d. Termination of assistance for family

The CA may terminate housing assistance for a family under the HAP Contract in accordance with HUD requirements. The CA must notify the Owner in writing of its decision to terminate housing assistance for the family in such case.

4. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. Subject to section 5.b. of the HAP Contract, at each anniversary date during the term of the HAP Contract, the CA will adjust the rent to Owner by applying HUD's operating cost adjustment factor (OCAF), subject to the availability of appropriations for each year of the HAP Contract term.

2. The adjustment of rent to Owner shall always be determined in accordance with all HUD requirements. The amount of the rent to Owner may be adjusted up or down, in the amount defined by the CA in accordance with HUD requirements. Notwithstanding any other provisions of the HAP Contract, the rent to Owner shall not be adjusted below the initial rent to Owner.

b. Reasonable rent

The rent to Owner for each contract unit may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, as determined by the CA in accordance with 24 C.F.R. § 983.303. However, the rent to Owner shall not be reduced below the initial rent to Owner for dwelling units under the HAP Contract except in the following cases: (1) to correct errors in calculations in accordance with HUD requirements; (2) if additional housing assistance has been combined with PBV assistance after the execution of the HAP Contract and a rent decrease is required pursuant to 24 C.F.R. § 983.55; or (3) if a decrease in rent to Owner is required based on changes in the allocation of responsibility for utilities between the Owner and the tenant..

c. No special adjustments

The CA will not make any special adjustments of the rent to Owner.

d. Owner compliance with HAP contract

The CA shall not approve, and the Owner shall not receive, any increase of rent to Owner unless all contract units are in accordance with the HQS, and the Owner has complied with the terms of the assisted leases and the HAP Contract.

e. Notice of rent adjustment

Rent to Owner shall be adjusted by written notice by the CA to the Owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

5. OWNER RESPONSIBILITY

The Owner is responsible for:

a. Performing all management and rental functions for the contract units.

b. Maintaining the units in accordance with HQS.

c. Complying with equal opportunity requirements.

d. Enforcing tenant obligations under the lease.

e. Paying for utilities and housing services (unless paid by the family under the lease).

f. Collecting from the tenant:

1. Any security deposit;

2. The tenant rent; and

3. Any charge for unit damage by the family.

6. OWNER CERTIFICATION

The owner certifies that during the term of the HAP Contract:

a. All contract units meet HQS, or successor standard, or will meet HQS no later than the date of completion of the "Work" (including any environmental mitigation measures) as indicated in the RAD Conversion Commitment (RCC) which will be no later than **December 31, 2023**.

b. The Owner is providing all the services, maintenance and utilities as agreed to under the HAP Contract and the leases with assisted families.

c. Each contract unit for which the Owner is receiving housing assistance payments is leased to an eligible family referred by the CA, and the lease is in accordance with the HAP Contract and HUD requirements.

d. To the best of the Owner's knowledge, the members of the family reside in each contract unit for which the Owner is receiving housing assistance payments, and the unit is the family's only residence.

e. The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

f. The amount of the housing assistance payment is the correct amount due under the HAP Contract.

g. The rent to Owner for each contract unit does not exceed rents charged by the Owner for other comparable unassisted units.

h. Except for the housing assistance payment and the tenant rent as provided under the HAP Contract, the Owner has not received and will not receive any payments or other consideration (from the family, the CA, HUD, or any other public or private source) for rental of the contract unit.

i. The family does not own, or have any interest in the contract unit. If the Owner is a cooperative, the family may be a member of the cooperative.

7. CONDITION OF UNITS

a. Owner maintenance and operation

The Owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance

of ordinary and extraordinary maintenance. The Owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The CA must inspect each Contract unit after rehabilitation is completed in accordance with the RCC.

2. Before providing assistance to a new family in a contract unit, the CA must inspect the unit. The CA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

3. At least annually during the term of the HAP Contract, the CA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.

4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the CA must reinspect 100 percent of the contract units in the building.

5. The CA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the Owner is providing maintenance, utilities, and other services in accordance with the HAP Contract. The CA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the CA determines a contract unit is not in accordance with the HQS, the CA may exercise any of its remedies under the HAP Contract for all or any contract units. Such remedies include suspension or reduction of housing assistance payments, and, with HUD approval, termination of the HAP Contract.

2. The CA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

3. The CA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the Owner corrects the defect within the period specified by the CA and the CA verifies the correction. If a defect is life threatening, the Owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any CA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.

8. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP Contract, the Owner must lease all Contract units to eligible families selected and referred by the CA from the CA's waiting list. The waiting list shall be established and maintained in accordance with HUD requirements, including the special PBV waiting list provisions in the RAD Notice (including Section 1.6.D.4 or successor provision).

2. The Owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

3. Consistent with HUD requirements, the Owner may apply its own admission procedures in determining whether to admit a family referred by the CA for occupancy of a contract unit. The Owner may refer families to the CA, and recommend selection of such families from the CA waiting list for occupancy of vacant units.

4. The Owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The CA must determine family eligibility in accordance with HUD requirements.

4. The contract unit leased to each family must be appropriate for the size of the family under the CA's subsidy standards.

5. If a contract unit was occupied by an eligible family at the time the unit was selected by the CA, or is so occupied on the effective date of the HAP Contract, the Owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP Contract.

6. The Owner is responsible for screening and selecting tenants from the families referred by the CA from its waiting list.

b. Vacancies

1. The Owner must promptly notify the CA of any vacancy in a contract unit. After receiving the Owner notice, the CA shall make every reasonable effort to refer a sufficient number of families for Owner to fill the vacancy.

2. The Owner must rent vacant contract units to eligible families on the CA waiting list referred by the CA.

3. The CA and the Owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

4. If any contract units have been vacant for a period of 120 or more days since Owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the CA to fill such vacancies), the CA may give notice to the Owner amending the HAP Contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

9. TENANCY

a. Lease

The lease between the Owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The Owner may only terminate a tenancy in accordance with the lease and HUD requirements.

2. The Owner must give the CA a copy of any Owner eviction notice to the tenant at the same time that the Owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

3. The Owner shall provide adequate written notice of termination of the lease, which shall be (A) a reasonable period of time, but not to exceed 30 days if the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or in the event of any drug-related or violent criminal activity or any felony conviction; (B) Not less than 14 days in the case of nonpayment of rent; and (C) Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

4. The Owner must renew all tenant leases upon expiration, unless good cause under 24 C.F.R. § 983.257(a) exists for non-renewal of a lease.

c. Family payment

1. The Tenant Rent will be determined by the CA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP Contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the CA to the family and the Owner.

2. The amount of the tenant rent as determined by the CA is the maximum amount the Owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the Owner in accordance with the HAP Contract and the lease.

3. The Owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the CA. The Owner must immediately return any excess rent payment to the tenant.

4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted family for nonpayment of the CA housing assistance payment.

5. The CA is only responsible for making the housing assistance payments to the Owner on behalf of the family in accordance with the HAP Contract. The CA is not responsible for paying the tenant rent, or any other claim by the Owner.

d. Other Owner charges

1. Except as provided in paragraph 2, the Owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher assistance, Owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to Owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the Owner in an assisted living development.

3. The Owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The Owner may collect a security deposit from the family.

2. The Owner must comply with HUD and CA requirements, which may change from time to time, regarding security deposits from a tenant.

3. The CA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the Owner to unassisted families.

4. When the family moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The Owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the Owner may seek to collect the balance from the family. However, the CA has no liability or responsibility for payment of any amount owed by the family to the Owner.

10. FAMILY RIGHT TO MOVE

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the Owner advance written notice of intent to vacate (with a copy to the CA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the CA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the CA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the CA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

11. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The CA subsidy standards determine the appropriate unit size for the family size and composition. The CA and Owner must comply with the requirements in 24 CFR 983.260.

12. PROHIBITION OF DISCRIMINATION

a. The Owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

b. The Owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959– 1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964– 1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

c. The CA and the Owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

13. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the CA has failed to comply with the HAP Contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the CA's rights under the HAP Contract, HUD may assume the CA's rights and obligations under the HAP Contract, and may perform the obligations and enforce the rights of the CA under the HAP Contract.

14. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the Owner under the HAP Contract:

1. The Owner has failed to comply with any obligation under the HAP Contract, including the Owner's obligations to maintain all contract units in accordance with the housing quality standards, or under the RCC.

2. The Owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The Owner has committed any fraud or made any false statement to the CA or HUD in connection with the HAP Contract.

4. The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:

   A. The Owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or

   B. The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. If the property where the contract units are located is subject to the lien of a use restriction or covenant for the benefit of HUD, and the Owner has failed to comply with the requirements of such use restriction or covenant.

7. The Owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. **CA remedies**

1. If the CA determines that a breach has occurred, the CA may exercise any of its rights or remedies under the HAP Contract.

2. The CA must notify the Owner in writing of such determination. The notice by the CA to the Owner may require the Owner to take corrective action (as verified by the CA) by a time prescribed in the notice.

3. The CA's rights and remedies under the HAP Contract include the ability to take any of the following actions:

   A. Suspend any distributions of cash to the Owner;

   B. Require a substitution of the management agent;

   C. Recover any overpayments;

D. Reduce or suspend the housing assistance payments;

E. Take possession of the project, bring any action necessary to enforce any rights of the Owner growing out of the project operation, and operate the project in accordance with the terms of this HAP Contract until such time as the CA determines that the Owner is again in a position to operate the project in accordance with this HAP Contract. If the CA takes possession, housing assistance payments shall continue in accordance with the HAP Contract;

F. Collect all rents and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property and operating the project and to pay the Owner's obligations under the note and mortgage or other loan documents;

G. Apply to any court, State or Federal, for specific performance of this HAP Contract, for an injunction against any violation of the HAP Contract, for the appointment of a receiver to take over and operate the project in accordance with the HAP Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to the CA and/or HUD arising from a default under any of the terms of this HAP Contract could be irreparable and the amount of damage would be difficult to ascertain;

H. Terminate the Owner's interest in the HAP Contract, including all of the Owner's rights and obligations therein, and transfer the HAP Contract to another "Owner," as defined in section 8(f)(1) of the Act, to ensure the continuation of rental assistance, as authorized under the HAP Contract, provided however, that the CA shall provide the Owner a period of not less than thirty (30) days to cure any breach under this HAP Contract prior to exercising this remedy;

I. Take any other remedial action permitted at law or in equity; and

J. If the corrective actions listed above prove inadequate to achieve the Owner's compliance with this HAP Contract to the satisfaction of the CA, and only with explicit HUD approval in writing, the CA may terminate this HAP Contract, in whole or in part.

c. **CA remedy is not waived**

The CA's exercise or non-exercise of any remedy for Owner breach of the HAP Contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

d. **HUD Rights.**

Notwithstanding any other provisions of this HAP Contract, in the event HUD determines that the Owner is in default of its obligations under the HAP Contract and the CA has failed to exercise its rights as set forth in the HAP contract, HUD shall have the right, only after notice to the Owner, the trustee, if any, and the CA giving them a reasonable opportunity to take corrective action, which shall not be less than sixty (60) days or such other longer timeframe as may be required by the circumstances, to proceed in accordance with paragraph (b) of this section. In the event HUD takes any action under this section, the Owner and the CA hereby expressly agree to recognize the rights of HUD to the same extent as if the action were taken by the CA. HUD shall not have the right to terminate the HAP Contract except by proceeding in accordance with paragraphs (a) and (b) of this section.

15. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. **Required information**

The Owner must prepare and furnish any information pertinent to the HAP Contract or the RCC as may reasonably be required from time to time by the CA or HUD. The Owner shall furnish such information in the form and manner required by the CA or HUD.

b. **PHA and HUD access to premises**

The Owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with the HAP Contract, reserve deposit requirements, or the RCC, including the verification of information pertinent to the housing assistance payments or the HAP Contract.

16. CA AND OWNER RELATION TO THIRD PARTIES

a. **Injury because of Owner action or failure to act**

The CA has no responsibility for or liability to any person injured as a result of the Owner's action or failure to act in connection with the implementation of the HAP Contract, or as a result of any other action or failure to act by the Owner.

b. **Legal relationship**

The Owner is not the agent of the CA. The HAP Contract does not create or affect any relationship between the CA and any lender to the Owner or any suppliers, employees,

contractors or subcontractors used by the Owner in connection with the implementation of the HAP Contract.

c. **Exclusion of third party claims**

Nothing in the HAP Contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP Contract, or to assert any claim against HUD, the CA or the Owner under the HAP Contract.

d. **Exclusion of Owner claims against HUD**

Nothing in the HAP Contract shall be construed as creating any right of the Owner to assert any claim against HUD.

17. PHA-OWNED UNITS

Notwithstanding Section 17 of the HAP Contract, a CA may own units assisted under the PBV program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units and all other HUD requirements governing PHA ownership of PBV units.

18. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of CA, members of local governing body, or other public officials

1. No present or former member or officer of the CA (except tenant-commissioners), no employee of the CA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP Contract.

2. HUD may waive this provision for good cause.

b. Disclosure

The Owner has disclosed to the CA any interest that would be a violation of the HAP Contract. The Owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

19. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The Owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The Owner certifies that:

1. The Owner has disclosed to the CA the identity of the Owner and any principal or interested party.

2. Neither the Owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

20. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The Owner and the CA agree that neither the HAP Contract nor the premises may be transferred without the written consent of CA and HUD.

2. "Transfer" includes:

   A. Any sale or assignment or other transfer of ownership, in any form, of the HAP Contract or the property;

   B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP Contract;

   C. The creation of a security interest in the HAP Contract or the property:

   D. Foreclosure or other execution on a security interest;

   E. A creditor's lien, or transfer in bankruptcy; or

   F. Any refinancing or restructuring of permanent debt imposing liens on the property by the Owner of the project, except to such extent permitted pursuant to that certain Rental Assistance Demonstration Use Agreement entered into in connection with the premises.

3. Owner, CA and HUD hereby agree that:

A. CA and HUD hereby consent to any transfer of a passive or non-controlling interest in the Owner entity, including (by way of illustration and not of limitation, such transfers include transfers of the interests of limited partners in a limited partnership, transfers of the interests of members other than managing members or managers in a limited liability company, and transfers of interests in a corporation that cumulatively represent less than half the beneficial interest in the HAP Contract or the premises).

B. The Owner must obtain advance consent of CA and HUD for transfer of any interest of a general partner of a limited partnership or for the transfer, elimination or addition of a manager or managing member of a limited liability company. If such assignment is made in connection with any HUD-approved financing for the premises, including without limitation low-income housing tax credits, subject to the provisions of Section 37 of this HAP Contract, HUD and CA hereby consent to: an assignment by a general partner of a limited partnership Owner to a limited partner; and an assignment by the managing member of a limited liability company Owner to another member of Owner.

C. Limited CA and HUD consent to collateral assignments of the HAP Contract to lenders is provided in Section 36 of this HAP Contract.

b. Transferee assumption of HAP Contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP Contract, or to exercise any rights or remedies under the HAP Contract, unless the CA and HUD has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the CA and HUD in accordance with HUD requirements, to assume the obligations of the Owner under the HAP Contract, and to comply with all the terms of the HAP Contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

2. The CA and HUD's consent to transfer of the HAP Contract or the property does not to change the terms of the HAP Contract in any way, and does not change the rights or obligations of the PHA or the Owner under the HAP Contract.

3. The CA and HUD's consent to transfer of the HAP Contract or the property to any transferee does not constitute consent to any further transfers of the HAP Contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The CA and HUD will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

21. SUBSIDY LAYERING

a. Owner disclosure

The Owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP Contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The CA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the Owner to compensate in whole or in part for such related assistance.

22. OWNER LOBBYING CERTIFICATIONS

a. The Owner certifies, to the best of Owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Owner, 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 the HAP Contract, or the extension, continuation, renewal, amendment, or modification of the HAP Contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP Contract, the Owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the Owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

23. INTENTIONALLY OMITTED.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP Contract may be terminated upon at least 30 days' notice to the Owner by the CA with the approval of HUD or by HUD if the CA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the Owner is required to give any notice to the CA pursuant to the HAP Contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the CA.

b. Any certification or warranty by the Owner pursuant to the HAP Contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. ENTIRE AGREEMENT; INTERPRETATION

a. The HAP Contract, including the exhibits, is the entire agreement between the CA and the Owner as related to the topics covered hereby.

b. The HAP Contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP Contract. The Owner agrees to comply with all such laws and HUD requirements.

27. RAD REHAB ASSISTANCE PAYMENTS

For any unit (1) that is vacant during the period of Work pursuant to the RCC; and (2) for which the Owner is not otherwise receiving housing assistance payments in accordance with section 4(c) of this HAP Contract; the Owner is entitled to receive a monthly RAD Rehab Assistance Payment calculated in accordance with the provision of the RAD Notice governing RAD Rehab Assistance Payments (i.e., Notice H 2019-09 PIH 2019-23 (HA), REV-4, section 1.6.B.9 or successor provision), in the amount

of **$627** per unit, as determined by HUD; shall apply to no more than **nine (9)** units in any given month; and shall commence upon the effective date of this HAP Contract, so long as the Owner is in compliance with the approved repair schedule as provided in the RCC. All RAD Rehab Assistance Payments shall end, and the Owner will cease to be entitled to any such payments, (1) on **December 31, 2023**; or (2) upon actual completion of the Work, if sooner. Provided, however, during the Year of Conversion (as defined in Section 2), any RAD Rehab Assistance Payments shall not exceed amounts funded pursuant to Section 1.d.4(a).

28. CA BOARD APPROVAL

The CA's Board must approve the operating budget for the covered project annually in accordance with HUD requirements.

29. PROPERTY AND LIABILITY INSURANCE

The Owner agrees that the project shall be covered at all times by commercially available property and liability insurance to protect the project from financial loss. To the extent insurance proceeds permit, or as determined feasible by the first mortgage lender, the Owner agrees to promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project, except with the written approval of HUD to the contrary.

30. RESIDENT PROCEDURAL RIGHTS' GRIEVANCE PROCESS

The Owner and the CA must comply with the grievance process requirements in the RAD Notice (including section 1.6.C.7.ii. or successor provision) for projects converting to PBV assistance.

31. RESIDENT PARTICIPATION AND FUNDING

In accordance with Attachment 1B.2.B. of the RAD Notice, captioned "PBV Resident Participation and Funding," families in projects that convert to PBV assistance have the right to establish and operate resident organizations for the purpose of addressing issues related to their living environment. The Attachment details all of the requirements governing Resident Participation and Funding, with which the Owner must comply.

32. FLOOD INSURANCE

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the Owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the

particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing requirement to maintain such flood insurance during the life of the property.

33. REPLACEMENT RESERVE REQUIREMENT

a. The Owner shall establish and maintain a replacement reserve in accordance with the RCC.

b. The amount of the deposit to the replacement reserve will be adjusted each year at least by the amount of HUD's operating cost adjustment factor (OCAF) and may be increased by such additional amounts as required in connection with HUD-approved financing.

c. The reserve must be built up to and maintained as set forth in the RAD Conversion Commitment.

d. All earnings, including interest, on the reserve must be added to the reserve.

e. Upon HUD's request, the Owner must provide certifications to HUD related to the deposits, withdrawals, and balances of the replacement reserves

34. LABOR STANDARDS

By execution of this HAP Contract, the Owner warrants that construction or repair Work on the project that is initiated within eighteen (18) months of the effective date of the HAP Contract shall be in compliance with applicable labor standards, including Davis-Bacon wage requirements, as stated in the "Addendum to the HAP Contract—Labor Standards." The "Addendum to the HAP Contract—Labor Standards" shall be included as an "Additional Exhibit" under Section 1.c. of the HAP Contract.

35. LENDER PROVISIONS

Notwithstanding anything else in this HAP Contract:

a. The holder of any HUD-approved mortgage against the project may take action against the Owner and the project that results in the holder of the mortgage or its designee (either referred to herein as the "Lender Temporary Custodian") coming into ownership of the project or assuming the role of "Owner" under this HAP Contract. Transfer of the project or the HAP Contract from the Owner is grounds for termination of the HAP Contract assistance unless otherwise approved by HUD. HUD and CA hereby consent to a collateral assignment of this contract to any Lender Temporary Custodian and pre-approve any Lender Temporary Custodian as a temporary custodian of the project and as a new "Owner" pursuant to this HAP Contract, and continued assistance to the project pursuant to this HAP Contract, subject to the following conditions:

1. HUD and CA must receive thirty (30) days prior written notice of the transfer of the project to the Lender Temporary Custodian and the form of the documents necessary to effectuate such transfer.

2. In connection with the transfer, Lender Temporary Custodian must execute and deliver to HUD and CA an assumption on the HAP Contract, in such form as acceptable to HUD.

3. Such approval and consent to continue assistance pursuant to this HAP Contract is expressly limited to a period of only 90 days that commences the date of such transfer of the project, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary for Lender to find a permanent replacement Owner. Consistent with Public Law 112-55, in the event that the Lender Temporary Custodian comes into ownership of the project, the Lender Temporary Custodian shall use such interim period to identify a proposed permanent Owner determined by HUD to be capable of abiding by the HAP Contract, Use Agreement, and any and all applicable RAD program requirements. The provision of housing assistance payments to any proposed permanent replacement Owner is subject to HUD's consent.

4. Prior to a transfer of the project to a Lender Temporary Custodian, HUD may at any time by written notice to a Lender Temporary Custodian revoke the approvals given herein if HUD becomes aware of any conditions or circumstances (by way of illustration and not limitation, such conditions or circumstances may include debarment, suspension or limited denial of participation) that would disqualify or compromise the ability of Lender Temporary Custodian from acting as an interim custodian of the project pursuant to the HAP Contract.

b. The provisions of any form that HUD may execute on which HUD consents to the assignment of this HAP Contract as security for financing, including any of the HUD-drafted forms in use for such purpose, shall be subject to the conditions set forth in subparagraph (a) of this section.

c. Any cure of any default by Owner under the HAP Contract, Use Agreement or RCC offered by the holder of any HUD-approved mortgage shall be treated the same as if offered by Owner.

36. LOW-INCOME HOUSING TAX CREDIT PROVISIONS

Notwithstanding anything else in this HAP Contract:

a. **Notice.** As long as the equity investor identified below ("Equity Investor") is a partner or member of Owner, HUD shall endeavor as a courtesy to Equity Investor to

deliver to Equity Investor a copy of any notice of default that is delivered to Owner under the terms of the HAP Contract. Use Agreement or RAD Conversion Commitment (RCC). Equity Investor's Address for such purposes is:

Wells Fargo Affordable Housing
Community Development Corporation
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Director of Tax Credit Asset Management

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attn: Philip C. Spahn

b. **Right to Cure.** Any cure of any default by Owner under the HAP Contract, Use Agreement or RCC offered by Equity Investor shall be treated the same as if offered by Owner.

c. **Transfer of Investor Members/Partners.** Equity Investor, and each successor member or partner in Owner, may transfer its interest in the Owner without prior written consent of HUD if:

1. HUD receives prior written notice of such transfer; and

2. HUD receives executed copies of any and all documents necessary to effect such transfer, including any and all amendments to Owner's organizational documents.

d. **Removal of General Partner/Managing Member**

1. HUD and CA have pre-approved the replacement of the Owner's general partner or managing member with an affiliate of Equity Investor, or any successor equity investor ("Interim Replacement GP/MM") as a temporary replacement general partner/managing member of the Owner, in the event Owner's general partner or managing member is removed for cause in accordance with Owner's organizational documents.

2. Interim Replacement GP/MM may remove Owner's general partner or managing member in accordance with the Owner's organizational documents without further written consent from HUD or CA and HUD and CA shall continue assistance to the project in accordance with the HAP Contract, provided that Interim Replacement GP/MM provide HUD and CA with prior written notice of such replacement and HUD and CA receive executed copies of any and all documents necessary to effect such replacement.

3. Such approval of such Interim Replacement GP/MM is expressly limited to a period of only 90 days that commences the date of such removal, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary to provide for a permanent replacement of the general partner or managing member. After such interim period, any proposed permanent replacement for the Owner's general partner or managing member is subject to HUD's consent.

4. HUD may at any time by written notice to Equity Investor or any successor revoke the approvals given herein if HUD becomes aware of any conditions or circumstances that would disqualify or compromise the ability of Interim Replacement GP/MM from acting as an interim general partner/managing member pursuant to this HAP Contract.

37. CONTINUATION OF HAP CONTRACT

Except where otherwise approved by HUD, this HAP Contract shall continue in effect and housing assistance payments will continue in accordance with the terms of the HAP Contract in the event: (1) Of assignment, sale, or other disposition of this HAP Contract; (2) Of foreclosure, including foreclosure by HUD; (3) Of assignment of the mortgage or deed in lieu of foreclosure; (4) HUD or the CA takes over possession, operation or ownership; or (5) The Owner prepays the mortgage.

38. ALTERNATIVE REQUIREMENTS

f. _____**Owner Proposal Selection Procedures**. Projects will be selected for assistance in accordance with the provisions in the RAD Notice. Therefore, 24 C.F.R. § 983.51 does not apply.

g. _____**Percentage Limitation.** Section 8(o)(13)(B) of the 1937 Act and 24 C.F.R. § 983.6 do not apply to assistance provided under RAD.

h. _____**Consistency with PHA Plan and Other Goals.** Section 8(o)(13)(ii) of the 1937 Act and 24 C.F.R. §§ 983.57(b)(1) and (c) do not apply.

[Signatures appear on the following page.]

Signature Page

Warning: The below signatories certify that the information provided on this form and in any accompanying documentation is true and accurate. The below signatories understand that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010

As evidenced by the signature below of their authorized representative, the Owner and Contract Administrator hereby agree to the terms of this HAP Contract.

OWNER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

Date: _____

CONTRACT ADMINISTRATOR:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

Date: _____

EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND INITIAL CONTRACT RENTS

- Project name: **Jordan Downs Phase H2A**
- The project's street address is: 2299 E. 99th Place, Los Angeles, CA 90002
  2290 E. 97th Street, Los Angeles, CA 90002
- Description of contract units: **9** of the **76** of the units as depicted in plans and specifications on file with the Owner.
- Total number of units covered by this Agreement: **9**
- Number of contract units by area and other contract rent information:

Proposed Rents

Unit Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
1 Bedroom	1	$763	$74	$837
2 Bedroom	2	$979	$85	$1,064
3 Bedroom	6	$1,301	$95	$1,396

No. of Bedrooms	**No. of Bathrooms**	**Average Unit Square Footage**	**Unit/ Address**
1	1	680	TBD
2	1	806	TBD
2	1	806	TBD
3	2	989	TBD
3	2	989	TBD
3	2	989	TBD
3	2	989	TBD
3	2	989	TBD
3	2	989	TBD

EXHIBIT B

SERVICES, MAINTENANCE AND EQUIPMENT PROVIDED BY THE OWNER

Maintenance and Repairs.

Owner shall:

1. cause the development to be maintained in a decent, safe, and sanitary condition and in a rentable and tenantable state of repair, all in accordance with public housing and Project Based Voucher requirements and the Rental Assistance Demonstration requirements;

2. comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety;

3. keep all building, facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition;

4. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Owner; and

5. provide and maintain appropriate receptacles and facilities (except containers for exclusive use by an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the tenant.

Services, maintenance, and equipment paid by owner

Service/maintenance/equipment	**Responsible party**
Trash Collection	Owner
General Maintenance	Owner
Water & Sewer	Owner
Refrigerator	Owner
Range	Owner
Laundry Facilities	Owner

EXHIBIT C

UTILITIES AND SERVICES

Project name: **Jordan Downs Phase H2A**

Utility	Owner-Provided	Tenant-Provided
Water	X	
Sewer	X	
Electricity		X
Gas (*if applicable*)	X	
Trash Collection	X	
Telephone		X
Internet		X

EXHIBIT D

ACCESSIBILITY FEATURES

Jordan Downs Phase H2A includes fourteen (14) units designed for the mobility-impaired, and an additional six (6) units designed for hearing or sight impaired in accordance with the requirements of 24 CFR 8.22 and Section 504 of the Rehabilitation Act of 1973.

EXHIBIT E

ADDENDUM TO HAP CONTRACT – LABOR STANDARDS

[attached]

Addendum to the HAP Contract — Labor Standards

U.S. Department of Housing and Urban Development

Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to apply certain labor standard requirements for all construction or repair work on projects that are initiated within eighteen (18) months after the effective date of the HAP contract. There are no assurances of confidentiality.

Addendum to the HAP Contract—Labor Standards

This addendum is used for both the Project-Based Voucher HAP Contract and the Project-Based Rental Assistance ("PBRA") HAP Contract under the Rental Assistance Demonstration and is applicable for all construction or repair work on projects that are initiated within eighteen (18) months after the effective date of the HAP contract. For PBRA HAP Contracts, it is "Exhibit 4" to the HAP Contract.

1. HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 1 of this Addendum in all construction contracts for construction or repair work on the project that is initiated within eighteen (18) months of the effective date of the HAP contract and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 1. (Note: Sections 1(b) and (c) apply only when the amount of the prime contract exceeds $ 100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe

benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the

classification requested is not performed by a classification in the wage determination; (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the

contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or

development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not

be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll

period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3801 et seq. of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to

submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Addendum.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 1(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 1(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Addendum, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Addendum are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Addendum to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds $ 100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds $ 100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2. WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 1 of this Addendum, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Addendum the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Addendum, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 1 of this Addendum. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 1.

3. EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the Contract Administrator a certification of compliance with the provisions of sections 1 and 2 of this Addendum, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Addendum. In the event there are any such pending claims to the knowledge of the owner, the Contract Administrator, or HUD, the owner will place a sufficient amount in escrow, as directed by the Contract Administrator or HUD, to assure such payments.

(b) The escrows required under this section and section 2 of this Addendum shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing and approving such escrows shall be approved by HUD.

EXHIBIT F

HAP LABOR COMPLIANCE SUMMARY

[attached]

HACLA to provide

EXHIBIT G

DAVIS BACON WAGE DETERMINATION

[attached]

HACLA to provide

EXHIBIT H

OWNER CERTIFICATION

[attached]

HACLA to provide

Certification and Assurances

Re: Project Name: Jordan Downs Phase H2A
Location: 2299 99th Place, Los Angeles, CA 90002
Owner: Jordan Downs 3, LP
PHA: Housing Authority of the City of Los Angeles

PHA and Owner certify to HUD that:

1. The following documents were submitted to HUD for review through [_____], 2022, in connection with the above-referenced RAD transaction converting public housing units to Section 8 assistance (collectively, the "**RAD Project Documents**"):

- RAD Closing Contact List
- RAD Conversion Commitment
  - First Amendment to RAD Conversion Commitment
- Rental Assistance Demonstration Use Agreement
- RAD PBV Housing Assistance Payment Contract – Part 1, Part 2, Labor Addendum and Exhibits
- Partial Release of Declarations of Trust
  - Declaration of Trust – 1955
  - Declaration of Trust – 1990
  - Declaration of Trust – 1991
  - Declaration of Trust – 2011
- Proforma Title Insurance Policies (Leasehold Owner)
  - Title Commitment/Report
  - Title Exception Documentation
- Survey
  - Site Plan
- Sources and Uses
- Consolidated Owner Certification
- RAD Opinion of PHA's Counsel
- RAD Opinion of Owner's Counsel
- Tenant Leases
  - RAD House Rules Lease Addendum
  - PBV Tenancy Addendum
- Organizational Chart & List of Key Partners/Principles
- Owner Organizational Documents
  - Certificate of Limited Partnership
  - Initial Limited Partnership Agreement
  - Certificate of Good Standing
- Ground Lease Agreement
  - Memorandum of Ground Lease Agreement
  - Agreement to Subordinate to RAD and CNI Restriction (Memorandum of Ground Lease)

- Access Easement Agreement – 99th Place
- Restrictive Covenants
  - Declaration of Annexation – New Century CC&Rs
  - HCD Restrictive Covenant
  - Agreement to Subordinate to RAD and CNI Restriction (HCD Covenant)
- Construction Loan Documents:
  - Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing
  - Promissory Note Secured by Deed of Trust
  - Subordination Agreement – Authority Loans
  - Agreement to Subordinate to RAD and CNI Restriction (Construction Deed of Trust)
- Permanent Loan Documents:
  - Delivery Assurance Multifamily Leasehold Deed of Trust, Security Agreement and Fixture Filing
  - Promissory Note Secured by Deed of Trust
  - Agreement to Subordinate to RAD and CNI Restriction (Permanent Deed of Trust)
- Authority Loan (Acquisition Loan) Documents:
  - Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Acquisition Loan)
  - Authority Acquisition Note
- Authority Loan (CNI, IIG and Bridge Loans) Documents:
  - Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority Loans)
  - Authority CNI Note
  - Authority IIG Note
  - Authority Bridge Note
  - Agreement to Subordinate to RAD and CNI Restriction (Authority Loans)
- LITHC Equity Documents
  - Equity Investor Letter of Intent
  - LIHTC Reservation Letter
  - Amended and Restated Agreement of Limited Partnership
  - Right of First Refusal, Purchase Option and Put Right Agreement
  - Memorandum of Right of First Refusal, Purchase Option and Put Right Agreement
  - Agreement to Subordinate to RAD and CNI Restriction (ROFR)
- Payment and Performance Bonds
- Completion Guaranty
- Choice Neighborhoods Initiative Grant Documents
  - CNI Declaration of Restrictive Covenants
  - CNI Program Income Certification
  - CNI Certification and Assurances – PHA
  - CNI Certification and Assurances – Owner
  - CNI Opinion of PHA's Counsel
  - CNI Opinion of Project Owner's Counsel

- [HUD Form 50075.1 with Budget Line Item 1503]
- [Initial Year Funding Tool]

2. The final executed RAD Project Documents conform to the drafts submitted to HUD for review and have not been changed or modified in any manner except (a) to accept and incorporate outstanding HUD comments or (b) as fully identified and approved by HUD as evidenced in the attached documentation, if any. It is understood that changes and modifications do not include (1) the insertion or correction of execution dates, typed names/addresses, formatting, typographical corrections, cross-reference information and similar non-substantive additions and corrections, or (2) attachment of approved exhibits or riders or making changes authorized by HUD. Changes or modifications made to the RAD Project Documents unrelated to the RAD required provisions after HUD review are shown on the blacklined pages attached at Exhibit B of this Certification and Assurances.

3. Nothing has been added to the title of the property that adversely affects the RAD Use Agreement since HUD has reviewed the last version of the title report or proforma title policy. The order of recording is as follows:

   SEE EXHIBIT A

4. Should an error or omission be found in such RAD Project Documents or recording order the undersigned shall correct such error or omission and arrange for the re-execution and, if necessary, re-recording of such document at the expense of the Owner and PHA and without the use of Federal funds or Federal restricted funds.

5. If a change is made to any Closing Document or the Project's financing without HUD's written approval, or if HUD's Escrow Instructions are not complied with, HUD reserves the right, in its sole discretion, to take any actions that it deems necessary to address the change or protect its interests. If as a result of an unapproved change or non-compliance with HUD's Escrow Instructions, HUD decides to void its conversion approval including termination of the Housing Assistance Payment Contract, the parties will follow HUD's instructions and immediately undertake all necessary actions to unwind the conversion.

WARNING: It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. See Criminal Codes 18 U.S. Code Sections 1001 and 1010.

[signature pages follow]

PHA:

HOUSING AUTHORITY OF CITY OF LOS ANGELES, a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

PHA'S COUNSEL:

RENO & CAVANAUGH, PLLC

By: _____
Megan Glasheen
Member

OWNER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its managing general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

OWNER'S COUNSEL:

GOLDFARB & LIPMAN LLP

By: _____
Heather Gould

EXHIBIT A

Recording Order

DOCUMENT	FEE OR LEASEHOLD
PRIOR TO RAD/CONSTRUCTION CLOSING	
TBD – City Covenants (Storm Water, Graffiti, etc.)	Fee
RAD/CONSTRUCTION CLOSING	
Partial Release of Declarations of Trust	Fee
Declaration of Annexation – New Century	Fee
Choice Neighborhoods Initiative Declaration of Restrictive Covenants	Fee and Leasehold
Rental Assistance Demonstration Use Agreement	Fee and Leasehold
HCD Declaration of Restrictive Covenants for the Development of Affordable Housing (IIG Covenant)	Fee and Leasehold
Agreement to Subordinate to RAD and CNI Restrictions (IIG Covenant)	Fee and Leasehold
Memorandum of Ground Lease	Fee
Agreement to Subordinate to RAD and CNI Restrictions (Memorandum of Ground Lease)	Fee
Access Easement Agreement – 99th Place	Fee
Wells Fargo Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing w/HUD Rider	Leasehold
Agreement to Subordinate to RAD and CNI Restrictions (Construction Loan Deed of Trust)	Leasehold
Wells Fargo Subordination and Intercreditor Agreement (IIG Covenant)	Leasehold
UCC-1 Financing Statement (Secured Party: Wells Fargo)	Leasehold
Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority Acquisition	Leasehold

Loan) w/ Investor Rider and HUD Rider	
Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (Authority Loans) w/ Investor Rider and HUD Rider (CNI, Bridge and IIG Loans)	Leasehold
Agreement to Subordinate to RAD and CNI Restrictions (Authority Deeds of Trust)	Leasehold
Wells Fargo Subordination Agreement (Authority Deeds of Trust)	Leasehold
Memorandum of Right of First Refusal, Purchase Option and Put Right Agreement	Leasehold
Agreement to Subordinate to RAD and CNI Restrictions (PO/ROFR/Put Option)	Leasehold
Delivery Assurance Mortgage (CCRC)	Leasehold
Agreement to Subordinate to RAD and CNI Restrictions (Delivery Assurance)	Leasehold

EXHIBIT B

Blacklined Pages

[insert, if any]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Housing Authority of the City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer

No fee for recording pursuant to
Government Code Section 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT PROGRAM DECLARATION OF RESTRICTIVE COVENANTS

Jordan Downs Phase H2A

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter called the "**Declaration**") made and dated as of _____, 2022, by and between the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body corporate and politic organized pursuant to the laws of the State of California, (hereinafter called the "**Grantee**") and JORDAN DOWNS 3, LP, a California limited partnership (hereinafter called the "**Owner**"), for the benefit of the United States of America, acting by and through the Secretary of the United States Department of Housing and Urban Development (hereinafter "**Secretary**" or "**HUD**"), provides as follows:

WHEREAS, the Choice Neighborhoods Initiative (hereinafter called "**CNI**") provides the opportunity to revitalize severely distressed public and/or assisted housing and invest and leverage investments in well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

WHEREAS, HUD has entered into a FY2019 CNI Implementation Grant Agreement (hereinafter called "**Grant Agreement**") with the Grantee, dated April 23, 2020 as may be amended from time to time.

WHEREAS, through the Grant Agreement, HUD has obligated funding through CNI Implementation Grant number CA9D004CNG119 to redevelop thirty-nine (39) CNI assisted housing units which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances, shall hereafter collectively be referred to as the "**Project**" or the "**Project Units**." The Project Units consist of (a) nine (9) units assisted with Rental Assistance Demonstration (RAD) Section 8 Project Based Vouchers and (b) thirty (30) units assisted with Section 8 Project Based Vouchers, all of which are assisted with Low-Income Housing Tax Credits ("**LIHTC**"). The Project Units are part of a larger development with a total of seventy-six (76) units, which is comprised of the thirty-nine (39) Project Units, six (6) LIHTC and non-replacement Section 8 Project Based Voucher units, sixteen (16) LIHTC units, fourteen

(14) market rate units and one (1) manager unit, which collectively are referred to as the "**Development**".

WHEREAS, the Development will be developed on the property described in Exhibit A (the "**Site**") that is attached hereto and incorporated herein and fee simple title to the Site is held by the Grantee and leasehold title to the Site is held by the Owner. Owner is leasing the Site from Grantee for seventy-five (75) years under a ground lease agreement, evidenced by a memorandum of ground lease which is being recorded in the Los Angeles County Recorder's Office (the "**Official Records**") as of even date with this Declaration.

WHEREAS, this Declaration will be recorded superior to other liens on the Site (or in accordance with the recording order otherwise approved by HUD), run for a term of forty (40) years, and remain in effect even in the case of abatement or termination of the RAD Section 8 Housing Assistance Payment Contract or the non-RAD Section 8 Housing Assistance Payments Contract (each, a "**HAP Contract**").

WHEREAS, pursuant to the Consolidated and Further Continuing Appropriations Act, 2018, Pub. L. No. 115-41; the Consolidated Appropriations Act, 2019, Pub. L. No. 116-6; Section 24 of the U.S. Housing Act of 1937, 42 USC 1437v; all other Federal statutory, executive order and regulatory requirements applicable to the Choice Neighborhoods Initiative, as those requirements exist or as they may be amended from time to time; and the Grant Agreement (collectively, the "**Applicable CNI Requirements**"), such Grant Agreement which this Declaration incorporates, in exchange for the CNI Implementation Grant funds from the Grantee, the Owner has agreed to maintain and operate the Project Units as assisted rental or other income restricted housing, as specified above, for the Term of this Declaration, unless otherwise approved by HUD.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other consideration, and to assure HUD of the performance by the Grantee and the Owner, and any successor in interest to the Grantee and Owner, of the requirements herein for the development, operation and maintenance of the Project as assisted rental housing for the term herein, the parties hereby acknowledge and agree as follows:

1. **Definitions**. All terms used in this Declaration have the same meaning as set forth in the Grant Agreement and the CNI Implementation Grant Notice of Funding Availability ("**NOFA**") for the appropriate year of the Project. If there is a conflict between the definition(s) in the Grant Agreement and the definition(s) in the NOFA, the Grant Agreement shall control at HUD's sole discretion.

2. **Term**. This Declaration shall have a term of forty (40) years, commencing on the date of recording in accordance with Applicable CNI Requirements and commitments made in the NOFA. In the event of abatement or early termination of the HAP Contract, this Declaration shall survive for the Project Units and continue for the 40-year term, unless otherwise released by HUD.

3. **Use Restriction and Tenant Incomes**. The Grantee shall cause the Owner to and the Owner shall use the Project Units solely for housing for families meeting the eligibility and income-targeting requirements under the Grant Agreement and as approved by HUD for the duration of the Term of this Declaration. At the time of admission, families in the Project Units must have incomes at or below eighty percent (80%) of Area Medium Income (AMI) as calculated in accordance with the HAP Contract and Applicable CNI Requirements. Projects assisted with Low Income Housing Tax Credits must also comply with the requirements of that program.

4. **Subordination**. Any liens will be subject to and subordinate to this Declaration, unless approved by HUD. This Declaration will survive foreclosure and bankruptcy of the Grantee or the Owner, as the case may be. The Owner or the Grantee, as the case may be, will provide written notice to HUD in the event of any filing of foreclosure or bankruptcy.

5. **Fair Housing and Civil Rights Requirements**. Compliance with all applicable fair housing and civil rights requirements including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and Appendix A of the Grant Agreement, as applicable, is required.

6. **Federal Accessibility Requirements**. Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.

7. **Transfer of the Project**. HUD has been granted and is possessed of an interest in the above described Project such that the Grantee shall remain seized of the fee simple interest in the Site and the Owner shall remain seized of its leasehold interest in the Site, and shall refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Site or the Project or any part thereof without the prior written approval of the Secretary or his or her successors or delegates, which approval shall not be unreasonably withheld. This Declaration encumbers the Grantee's fee interest in the Site and shall be binding upon the Owner and the Grantee and all future successors and assigns until released by HUD. Notwithstanding the foregoing, HUD hereby authorizes:

   A. Deeds of trust, mortgages and financing arrangements approved in writing by HUD under the terms of the CNI approval for the Project, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;

   B. Dwelling leases with eligible families in the Project;

C. Conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities;

D. Normal uses associated with the operation of the Project; and/or

E. To the extent otherwise authorized by HUD in writing.

8. Changes in Owner.

A. No transfer, conveyance, or assignment shall be made without the prior written approval of HUD of: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "**Controlling Interest**") of the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents, any other interest in the Owner, or in any partner or member thereof.

B. Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner, or in any partner or member thereof (such interest being referred to as a "**Non-Controlling Interest**"), transfers such Non-Controlling Interest provided that the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the HUD-approved CNI Development Proposal (Form HUD 50157) for the Development.

C. Notwithstanding the foregoing, the prior approval of HUD shall not be required for the exercise by the investor, i.e., limited partner, limited owner, etc. or its affiliates, of its rights to remove a Controlling Interest of the Owner or partner or member thereof and to designate one of the members or partners, or an affiliate of the members or partners as a substitute Controlling Interest under the terms of the Partnership Agreement or Operating Agreement, provided that HUD is given prior written notice of default under the Partnership Agreement or Operating Agreement and of the exercise of the removal and appointment right therein (the "**Notice**"). However, HUD consent shall be required for the appointment of such substitute Controlling Interest to extend beyond a ninety (90) day period. Such 90-day period will commence on the date of the Notice (the "**Interim Replacement Period**"). With notice to HUD, the Interim Replacement Period may be extended for an additional ninety (90) days to allow the substitute Controlling Interest of the Owner or partner or member thereof to find a replacement Controlling Interest acceptable to HUD and all other parties, provided that prior to the expiration of such additional 90-day period, the substitute Controlling Interest demonstrates that the investor is continuing to fund (or has already funded) its equity contribution, as required under the Partnership Agreement or Operating Agreement, and that the Project continues to be operated in a manner consistent with the Applicable CNI Requirements.

D. If applicable, HUD and the Grantee authorize the Controlling Interest to collaterally assign and pledge its interest in the Owner or partner or member thereof to N/A (the "**Bridge Lender**") in connection with a N/A between the Bridge Lender and the Owner dated on or about the date hereof, and to allow the Bridge Lender to exercise any of its rights or remedies pursuant thereto, so long as the Bridge Lender gives prompt written notice to HUD of the exercise of such rights at the time of such exercise (the "**Pledge Notice**"). However, the consent of HUD shall be required for the appointment of any substitute Controlling Interest (including the Bridge Lender or its affiliates) extending beyond a 90-day period. Such 90-day period will commence on the date of the Pledge Notice (the "**Pledge Replacement Period**"). With notice and prior written approval of HUD, the Pledge Replacement Period may be extended for an additional ninety (90) days to allow the substitute Controlling Interest of the Owner or partner or member thereof to find a replacement Controlling Interest acceptable to HUD provided that prior to the expiration of such additional 90-day period, the substitute Controlling Interest demonstrates that the investor is continuing to fund (or has already funded) its equity contribution as required by the Partnership Agreement or Operating Agreement and that Project continues to be operated in accordance with the Applicable CNI Requirements.

F. HUD will not unreasonably withhold, delay, or condition a request by the Owner or partner or member thereof for HUD's consent to an internal reorganization of the corporate, company or partnership structure.

9. **Foreclosure**. Nothing in this Declaration prohibits any holder of a mortgage or other lien against the Site described in Exhibit A from foreclosing its lien or accepting a deed in lieu of foreclosure. Any lien holder shall give HUD, as a courtesy, written notice prior to declaring an event of default and shall provide HUD concurrent notice with any written filing of foreclosure filed in accordance with state law provided that the foreclosure sale shall not occur sooner than sixty (60) days after such notice to HUD. Notwithstanding any lien holder's foreclosure rights, the Declaration survives foreclosure and any new owners of the Project Units take ownership subject to the Declaration.

10. **Release**. This Declaration may only be released by HUD. HUD may release this Declaration by recording a release in the Official Records of the applicable Recorder's Office.

11. **Enforcement**. In the event of a breach or threatened breach of any of the provisions of this Declaration, any eligible family or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

12. **Severability**. The invalidity, in whole or in part, of any of the provisions set forth in this Declaration shall not affect or invalidate any remaining provisions.

13. **Impairment of HAP Contract**. The terms and provisions of this Declaration shall continue in full force and effect except as expressly modified herein. Any conflicts between this Declaration and the HAP Contract shall be conclusively resolved by the Secretary.

14. **Execution of Other Agreements**. The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Declaration, and that in any event, the provisions of this Declaration are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

15. **Subsequent Statutory Amendments**. If revisions to the provisions of this Declaration are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Declaration that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.

16. **No Negotiation**. This Declaration is not subject to negotiation by the Owner or any lender.

17. **Counterparts.** This Declaration may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument.

18. **Notice**. Any notice or other communication given or made pursuant to this Declaration shall be in writing and shall be deemed given if (a) delivered personally or by courier, (b) sent by overnight express delivery; or (c) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below:

A.	If to the Grantee:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles CA 90057 Attn: President and Chief Executive Director
	with a copy to:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles, CA 90057 Attn: General Counsel
	with a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue, Suite 400 Washington, DC 20001 Attn: Megan Glasheen
B.	If to the Owner:	Jordan Downs 3, LP

c/o BRIDGE Housing Corporation
1301 Dove Street, Suite 920
Newport Beach, CA 92660
Attn: Kimberly McKay

with a copy to: BRIDGE Housing Corporation
600 California, Suite 900
San Francisco, CA 94108
Attn: President and Chief Executive Officer

with a copy to: Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Heather Gould, Esq.

with a copy to: Wells Fargo Affordable Housing
Community Development Corporation
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Director of Tax Credit Asset Management

C. If to HUD: United States Department of Housing and
Urban Development
451 7th St, SW
Washington, DC 20410
Attn: Assistant Secretary of PIH

[Signatures Appear on the Following Page]

In Witness Whereof, Grantee and the Owner thereunto duly authorized have caused these presents to be signed in their name and their corporate seal to be hereunto affixed and attested as of the date first written above.

GRANTEE:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,

By: _____
Douglas Guthrie
President and Chief Executive Officer

[NOTARY BLOCK ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OWNER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

[NOTARY BLOCKS ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

GROUND LEASE AGREEMENT

by and between

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

and

JORDAN DOWNS 3, LP

DATED AS OF [APRIL __], 2022

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GROUND LEASE AGREEMENT

Jordan Downs Phase H2A

THIS GROUND LEASE AGREEMENT (this "**Lease**") is entered into as of [April __], 2022 by and between the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic organized and existing under the laws of the State of California ("**Landlord**"), and JORDAN DOWNS 3, LP, a California limited partnership ("**Tenant**").

RECITALS

A. Landlord owns that certain real property situated in Los Angeles, California, as more particularly described on Exhibit A attached hereto (the "**Leased Premises**").

B. Tenant is a California limited partnership duly formed and authorized to do business in the State of California having JD Housing 3, LLC, a California limited liability company, as its general partner (the "**General Partner**"); La Cienega LOMOD, Inc., a California nonprofit public benefit corporation, as its class A limited partners; and the Investor (as hereinafter defined), as its investor limited partner.

C. Tenant and Landlord entered into that certain Disposition and Development Agreement ("**DDA**") of approximately even date herewith for the development of the Leased Premises.

D. Tenant intends to construct a multifamily residential complex on the Leased Premises with seventy-six (76) units of rental housing (the "**Residential Units**") including sixty-one (61) operated and maintained as qualified low-income housing tax credit units (the "**Tax Credit Units**") and other ancillary improvements (collectively, the "**Improvements**"). The Residential Units shall be comprised of (i) forty-five (45) units that will be operated pursuant to a PBV HAP Contract (the "**PBV Units**"), (ii) nine (9) units that will be operated pursuant to a Rental Assistance Demonstration ("**RAD**") PBV HAP Contract and the RAD Requirements (the "**RAD Units**"), (iii) seven (7) units that will be operated as unsubsidized Tax Credit Units, (iv) fourteen (14) units that will be operated as unrestricted market rate units and (v) one (1) managers' unit. The RAD Units and thirty (30) PBV Units are designated as "replacement units" for public housing units that will be demolished at the existing Jordan Downs site.

E. Landlord submitted, and the U.S. Department of Housing and Urban Development ("**HUD**") approved in writing, a Development Proposal for the Residential Units, in accordance with the HUD FY2019 Choice Neighborhoods Initiative ("**CNI**") Implementation Grant Agreement Number CA9D004CNG119 between HUD and Landlord (the "**CNI Grant Agreement**")

F. Landlord desires to lease the Leased Premises to Tenant for a period of seventy-five (75) years pursuant to the terms of this Lease.

G. Capitalized terms that are referred to and utilized throughout this Lease, including in these Recitals, are defined in Article 1 of this Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants, representations, warranties, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

For the purposes of this Lease, the following defined terms shall have the meanings ascribed thereto in this Article 1.

(a) "**Act**" shall mean the United States Housing Act of 1937, as amended.

(b) "**Applicable CC&Rs & Easements**" shall mean all covenants, conditions, restrictions, and easements that are now or hereafter recorded against the Leased Premises and/or the Project and (i) are identified as exceptions to coverage in the Owner's Title Policy issued to Tenant on the Commencement Date; (ii) are required by the City or one or more other Governmental Authorities in connection with the construction or development of (A) the Project, (B) other land comprising a part of the Jordan Downs Master Project, or (C) infrastructure financed with proceeds of the Authority IIG Loan; (iii) are contemplated by the Master Development Agreement, including without limitation, the Declaration of Restrictions (CC&Rs), (iv) arise by, through, or under Tenant or Tenant's contractors, agents, or licensees; or (v) are otherwise approved by Tenant in writing.

(c) "**Approved Financing**" shall mean all of the following loans and financing acquired by Tenant and approved by Landlord for the purpose of financing the acquisition and construction of the Project:

(1) A construction loan from Wells Fargo Bank, N.A. in the approximate amount of [Thirty-One Million Six Hundred Sixty-Two Thousand Two Hundred Eighty-Eight Dollars ($31,662,288.00)] (the "**Construction Loan**");

(2) A permanent loan from California Community Reinvestment Corporation, a California nonprofit public benefit corporation, in the approximate amount of [Eleven Million Seven Hundred Twenty-Six Thousand Dollars ($11,726,000.00)] (the "**Permanent Loan**");

(3) An acquisition loan from Landlord in the approximate amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00) (the "**Authority Acquisition Loan**");

(4) A bridge loan from Landlord in the approximate amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Authority Bridge Loan**");

(5) A loan from the Landlord in the approximate amount of Five Million Dollars ($5,000,000.00) made with funds available to the Landlord pursuant to HCD's Infill Infrastructure Grant from the State of California (the "**Authority IIG Loan**");

(6) A loan from the Landlord in the approximate amount of Seven Million Three Hundred Twenty-Four Thousand One Hundred Dollars ($7,324,100.00) made with funds available to Landlord pursuant to the CNI Grant Agreement (the "**Authority CNI Loan**");

(7) Investor equity funds generated from Low-Income Housing Tax Credits in the approximate amount of [Twenty-Four Million Four Hundred Ninety-Seven Thousand Five Hundred Fifty Dollars ($24,497,550.00)] (the "**Tax Credit Equity**"); and

(8) If obtained by Tenant, an Affordable Housing Program loan from the Federal Home Loan Bank in the approximate amount of [_____ Dollars ($_____.00)] (the "**AHP Loan**").

(d) "**Approved Financing Documents**" shall mean the documents that evidence the Approved Financing.

(e) "**Authority Acquisition Deed of Trust**" shall mean that certain deed of trust securing the Authority Acquisition Note recorded against the Leased Premises.

(f) "**Authority Acquisition Note**" shall mean that certain promissory note executed by Tenant in favor of Landlord for the full fair market value of the Leased Premises and evidencing the Authority Acquisition Loan.

(g) "**Authority Compliance Fee**" shall mean a Ten Thousand Dollar ($10,000.00) fee paid annually to the Landlord beginning the first day of the first month following construction completion of the Project. The Authority Compliance Fee shall be paid not later than one hundred twenty (120) days following the end of each fiscal year (a pro-rata Authority Compliance Fee shall be paid for any partial fiscal year). The Authority Compliance Fee shall increase annually by a rate of three percent (3%) and shall be paid as an Operating Expense prior to the distribution of Net Cash Flow.

(h) "**Authority Loan Agreement**" shall mean that certain Authority Loan Agreement by and between the Landlord, as lender, and the Tenant, as borrower, governing the Authority Bridge Loan, Authority CNI Loan and Authority IIG Loan.

(i) "**Casualty**" shall have the meaning set forth in Article 12 hereof.

(j) "**City**" shall mean the City of Los Angeles, California.

(k) "**CNI Requirements**" shall mean (i) the Consolidated and Further Appropriations Act, 2018, Pub. L. No. 115-41 (approved March 23, 2018), (ii) the Consolidated and Further

Appropriations Act, 2019, Pub. L. No. 116-6 (enacted February 5, 2019), (iii) Section 24 of the Act, (iv) all other Federal statutory, executive order and regulatory requirements applicable to the CNI program, as those requirements exist or as they may be amended from time to time, (v) HUD Cost Control and Safe Harbor Standards for Section 8 Projects under Choice Neighborhoods Program (November 2015), (vi) the CNI Declaration and (viii) the CNI Grant Agreement.

(l) "**CNI Declaration**" shall mean that certain Choice Neighborhoods Implementation Grant Program Declaration of Restrictive Covenants entered into by the Landlord and the Tenant for the benefit of HUD, dated as of substantially even date herewith. In the event of any conflict between the provisions of the CNI Declaration and this Lease, the CNI Declaration shall govern

(m) "**CNI Grant Agreement**" shall have the meaning set forth in the Recital hereof.

(n) "**Closing**" shall mean the date on which the Memorandum of Lease and the Approved Financing Documents, except the documents pertaining to the Permanent Loan and AHP Loan, are executed and recorded, as applicable, against the Leased Premises.

(o) "**Commencement Date**" shall mean the date of Closing.

(p) "**Declaration of Restrictions (CC&Rs)**" shall mean the New Century Declaration of Restrictions (CC&Rs) recorded on June 14, 2018, as Document No. 20180590854 in the Official Records, as amended by a First Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on September 17, 2018, as Document No. 20180948407 in the Official Records, as amended by a Second Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on September 26, 2019, as Document No. 20191010229 in the Official Records, as amended by a Third Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on June 25, 2020, as Document No. 20200693163 in the Official Records, as amended by a Fourth Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on June 30, 2021, as Document No. 20211027458 in the Official Records and as may be further amended and/or restated.

(q) "**Environmental Reports**" shall mean, collectively, (i) [the Phase I Environmental Site Assessment Update Report prepared by EFI Global, Inc., dated May 6, 2021; (ii)_____, dated _____; (iii) _____, _____; and (v) such additional reports as may be prepared or provided from time to time for the Leased Premises].

(r) "**Event of Default**" shall have the meaning set forth in Article 13 hereof.

(s) "**First Mortgage Loan**" shall mean the Construction Loan or the Permanent Loan during the respective term of each or, if both have been repaid and the Mortgages related to such loans have been released, the loan that is next in priority order.

(t) "**First Mortgagee**" shall mean the holder(s) of the First Mortgage Loan.

(u) "**General Partner Asset Management Fee**" shall mean the asset management fee payable by Tenant to the General Partner (as defined in the Partnership Agreement), defined as "GP Asset Management Fee" in the Partnership Agreement, as set forth in Section 4.02 of the Partnership Agreement.

(v) "**Governmental Authorities**" shall mean any applicable federal, state, or local governmental or quasi-governmental entities, subdivisions, agencies, authorities, or instrumentalities having jurisdiction over the Leased Premises, the Improvements, Landlord, or Tenant.

(w) "**Hazardous Substances and Materials**" shall mean any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14) or Section 25281(h) or 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5, or 25501(j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. § 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), Safe Drinking Water Act (42 U.S.C. § 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), Clean Air Act (42 U.S.C. § 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.), at such time; and any additional wastes, substances, or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Leased Premises, but excluding any substances or materials used in the construction or the maintenance or operation of the Project, so long as the same are used in accordance with all applicable laws.

(x) "**HCD**" shall mean the California Department of Housing and Community Development.

(y) "**HUD**" shall mean the U.S. Department of Housing and Urban Development.

(z) "**Impositions**" shall mean all taxes including property taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges that shall or may be assessed, levied, or imposed during the Term by any Governmental Authorities upon the Leased Premises or any part thereof, including the buildings or improvements now or hereafter located thereon; provided, however, that the term "**Impositions**" shall not include any income tax, capital levy, estate, succession, inheritance, transfer, or similar taxes of Tenant, or any franchise tax imposed upon any owner of the fee estate of the Leased Premises, or any income, profits, or revenue tax, assessment, or charge imposed upon the rent or other benefit received by Tenant under this Lease by any Governmental Authorities.

(aa) "**Improvements**" shall mean the seventy-six (76) Residential Units to be constructed on the Leased Premises, including, without limitation, tenant-related space and related ancillary facilities, together with any and all replacements or substitutions therefor or modifications thereto.

(bb) "**Insurance Requirements**" shall mean the requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization, or entity performing the same or similar functions, applicable to the Leased Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(cc) "**Investor**" shall mean Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation, the investor limited partner of Tenant, together with the beneficiaries, successors, and assigns of same.

(dd) "**Investor Asset Management Fee**" shall mean the asset management fee payable by Tenant to Investor, defined as "Asset Management Fee" in the Partnership Agreement, as set forth in Section 4.02 of the Partnership Agreement.

(ee) "**Jordan Downs Master Project**" shall mean the redevelopment of the Jordan Downs public housing community and the 9901 Alameda Site (as defined in the Master Development Agreement) as contemplated by the Master Development Agreement.

(ff) "**Landlord's Estate**" shall mean Landlord's fee estate in the land constituting the Leased Premises.

(gg) "**Lease**" shall mean this Ground Lease Agreement.

(hh) "**Lease Year**" shall mean a calendar year.

(ii) "**Leased Premises**" shall mean that certain land located in the City, as more particularly described on Exhibit A attached hereto and made a part hereof.

(jj) "**Legal Requirements**" shall mean all applicable laws, statutes, codes, ordinances, orders, rules, regulations, and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards, and commissions thereof, whether now or hereafter in force, applicable to Landlord, Tenant, the Leased Premises, the Improvements, or any portion thereof, to the extent so applicable.

(kk) "**Management Agent**" shall mean the Person designated from time to time as "Management Agent" of all or any portion of the Improvements under any management agreement entered into from time to time with Tenant. John Stewart Company, Inc., a California corporation, shall serve as the initial Management Agent for the Project.

(ll) "**Master Development Agreement**" shall mean that certain Master Development Agreement for the Redevelopment of the Jordan Downs Public Housing Community, dated August 1, 2012, as amended.

(mm) "**Memorandum of Lease**" shall mean the memorandum of this Lease to be recorded against the Leased Premises in the Official Records in the form attached hereto as Exhibit B.

(nn) "**Mortgage**" shall mean any mortgage, deed of trust, security agreement, or collateral assignment executed in connection with the Approved Financing encumbering Tenant's Estate created hereunder as a leasehold deed of trust lien.

(oo) "**Mortgagee**" shall mean the holder, mortgagee, grantee, or secured party under any Mortgage and its successors and assigns.

(pp) "**Net Cash Flow**" shall mean the excess of Cash Receipts over Operating Expenses. For the purpose of calculating Net Cash Flow, "**Cash Receipts**" shall mean with respect to a Lease Year or other applicable period, all rental revenue, laundry income, parking revenue, and other incidental revenues which are received by the Tenant on a cash basis during such period and arise from normal operations of the Project but specifically excluding interest on Tenant reserves, proceeds from insurance (other than business or rental interruption insurance), loans, proceeds of any Transfer or proceeds from a Capital Event, as defined in the Partnership Agreement, or any capital contributions by Investor. In addition, any amount released without restriction from any escrow account in a Lease Year shall be considered a cash receipt of the Tenant for such Lease Year. Net Cash Flow shall be determined separately for each Lease Year.

(qq) "**Net Condemnation Award**" shall mean the net amounts owed or paid to the Parties and Mortgagee(s), if any, or to which either of the Parties and Mortgagee(s), if any, may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties and Mortgagee(s), if any, in collecting such award or payment.

(rr) "**New Lease**" shall have the meaning set forth in Section 9.7 hereof.

(ss) "**Official Records**" shall mean the official land records of Los Angeles County, California.

(tt) "**Operating Budget**" shall mean the annual operating budget for the Project that sets forth the projected Operating Expenses for the upcoming year, that is subject to and shall be submitted for review and reasonable approval of Landlord's chief executive officer, or his designee, in his reasonable discretion, each year during the Term as set forth in Section 4.7 hereof.

(uu) "**Operating Expenses**" shall mean actual, reasonable, and customary (for comparable rental housing developments in Los Angeles County) costs, fees, and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Project in a calendar year, including, without limitation: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, mandatory debt service (including debt service on the Construction Loan and the Permanent Loan), amounts required to be deposited into reserves by the Approved Financing Documents, sewer charges, real and personal property taxes (taking into account any available California Welfare Tax Exemption), assessments, insurance, security, advertising and promotion, janitorial services, cleaning and

building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of property management (including deferred property management fees), fees and expenses of accountants, attorneys and other professionals, the cost of social services and other housing supportive services provided at the Project, the Authority Compliance Fee, extraordinary expenses approved by Landlord, and other actual, reasonable, and customary operating costs and capital costs which are directly incurred and paid by Tenant, but which are not paid from any reserve accounts for the Project.

(vv) "**Partner**" shall mean any general partner or limited partner of the Tenant.

(ww) "**Partnership Agreement**" shall mean the Tenant's Amended and Restated Agreement of Limited Partnership dated as of [April __], 2022, as it may be amended or supplemented from time to time.

(xx) "**PBV HAP Contract**" shall mean one or more Section 8 PBV Housing Assistance Payments Contracts which may be entered into by and between Landlord and Tenant with respect to the PBV Units.

(yy) "**PBV Units**" shall mean the forty-five (45) units operated and maintained in accordance with any PBV HAP Contract of which thirty (30) units are designated replacement units ("**PBV Replacement Units**") for the public housing units to be demolished at the existing Jordan Downs public housing site. The PBV Replacement Units are subject to the CNI Declaration.

(zz) "**Party**" shall mean Landlord or Tenant, as applicable. Landlord and Tenant shall be referred to collectively as the "**Parties**".

(aaa) "**Person**" shall mean an individual, partnership, corporation, limited liability company, trust, unincorporated association, or other entity or association.

(bbb) "**Post-Foreclosure Rent Restriction**" shall mean, following foreclosure or deed in lieu of foreclosure of Tenant's interest in the Project by any Mortgagee, the gross rent with respect to such Tax Credit Unit in the Project does not exceed thirty percent (30%) of the imputed income limitation applicable to such unit as calculated pursuant to 26 U.S.C. § 42(g)(2). For purposes of this definition, the income imputed limitation applicable to any Tax Credit Unit in the Project shall be deemed to be eighty percent (80%) of area median income.

(ccc) "**Project**" shall mean the Improvements and Tenant's Estate.

(ddd) "**RAD HAP Contract**" shall mean one or more RAD PBV Housing Assistance Payments Contracts which may be entered into by and between Landlord and Tenant with respect to the nine (9) RAD Units together with any riders and/or amendments thereto approved by HUD, Investor, and Mortgagees.

(eee) "**RAD Requirements**" shall include, but not be limited to: (i) the Consolidated and Further Continuing Appropriations Act of 2012, as amended by the Consolidated

Appropriations Act, 2014 (Pub. L. No. 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. No. 113-235, approved December 6, 2014), and Division L, Title II, Section 237 of the Consolidated Appropriations Act (Pub. L. No. 114-113, enacted December 18, 2015), and all applicable statutes and any regulations issued by HUD for the RAD program, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process; (ii) all current requirements in HUD handbooks, guides, notices (including but not limited to, HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), as it may be amended from time to time) and Mortgagee Letters (if any) for the RAD program, and all future updates, changes, and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes, and amendments shall be applicable to the Leased Premises and Improvements only to the extent that they interpret, clarify, and implement terms in the applicable closing document rather than add or delete provisions from such document; (iii) requirements of the RAD Use Agreement; and (iv) requirements of the RAD HAP Contract.

(fff) "**RAD Units**" shall mean the nine (9) units operated and maintained in accordance with any RAD HAP Contract entered into. The RAD Units are subject to the RAD Use Agreement and CNI Declaration.

(ggg) "**RAD Use Agreement**" shall mean that certain Rental Assistance Demonstration Use Agreement executed by Landlord, Tenant, and HUD to be recorded with respect to permitted uses of the Leased Premises and rights of potential beneficiaries and any riders or amendments thereto, approved by HUD, Investor, and Mortgagees. In the event of any conflict between the provisions of the RAD Use Agreement and this Lease, or any other public entity regulatory agreement or covenant, the RAD Use Agreement shall govern.

(hhh) "**Regulatory Agreements**" shall mean, collectively, the Tax Credit Regulatory Agreement and any regulatory agreement(s) executed by Tenant in connection with the Approved Financing, and any other regulatory agreement reasonably determined to be necessary or advisable by Tenant (with the reasonable consent of Landlord) during the Term. To the extent that any regulatory agreement or covenant is extinguished through foreclosure (or otherwise terminated or expired), such regulatory agreement(s) or covenant shall no longer be applicable to this Lease.

(iii) "**Rents**" shall have the meaning set forth in Section 4.2 hereof.

(jjj) "**Residential Units**" shall mean the seventy-six (76) multi-family residential units to be developed on the Tenant's Estate (including the managers' units).

(kkk) "**Resident(s)**" shall mean any tenant, sub-tenant, or licensee of Tenant under any Residential Lease(s).

(lll) "**Resident Lease(s)**" shall mean any lease or license agreement entered into by Tenant with residents of the Residential Units to be constructed on the Leased Premises.

(mmm)"**Right of First Refusal/Purchase Option**" shall mean the purchase option and right of first refusal described in the Partnership Agreement and Section 17.7 herein that provides Landlord or its designee with a right of first refusal and purchase option related to the Project.

(nnn) "**Section 3**" shall have the meaning set forth in Section 3.7(d) hereof.

(ooo) "**Section 42**" shall mean Section 42 of the Internal Revenue Code of 1986, as amended.

(ppp) "**Taking**" shall mean a taking during the Term hereof of all or any part of the Leased Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain or a change in grade materially affecting the Leased Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right, or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking. If a Mortgage exists, the Mortgagees, to the extent permitted by law and pursuant to such Mortgagees loan documents, shall be made parties to any Taking or Taking proceeding.

(qqq) "**Tax Credit Eligible Household**" shall mean a household that is eligible to rent and occupy a qualified low-income dwelling unit under Section 42 and any Legal Requirements of the State of California or TCAC relating to low-income housing tax credits.

(rrr) "**Tax Credit Regulatory Agreement**" shall mean that certain agreement with TCAC to be executed by Tenant and properly recorded in the Official Records, setting forth certain terms and conditions under which the Project will be operated.

(sss) "**Tax Credit Units**" shall mean sixty-one (61) of the Residential Units located on the Leased Premises, which are to be restricted for use during the "compliance period" and any "extended use period" (as such terms are defined in Section 42) solely by Tax Credit Eligible Households.

(ttt) "**TCAC**" shall mean the California Tax Credit Allocation Committee.

(uuu) "**Tenant's Estate**" shall mean Tenant's leasehold interest in the Leased Premises acquired pursuant to this Lease.

(vvv) "**Term**" shall mean the period of time set forth in Section 2.3 hereof.

(www) "**Transfer**" shall mean any sale, assignment, transfer, conveyance, encumbrance, mortgage, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

Section 1.2 Exhibits. The Exhibits referred to in this Lease and attached hereto are expressly a part of this Lease as if fully set forth herein:

Exhibit A: Leased Premises
Exhibit B: Memorandum of Lease
Exhibit C: Affordability Restrictions and Tenant Protections
Exhibit D: Sustainability Plan
Exhibit E-1: Construction Section 3 Plan
Exhibit E-2: Section 3 Plan
Exhibit E-3 Local Hire and Section 3 Requirements Rider
Exhibit E-4 HACLA Section 3 Guide and Compliance Plan
Exhibit F: Feasibility Plan Requirements
Exhibit G: Property Management and Re-occupancy Plan
Exhibit H: Supportive Services Plan
Exhibit I-1: Mitigation Measures
Exhibit I-2: Waste Soil Management Plan

ARTICLE 2 LEASE OF THE LEASED PREMISES

Section 2.1 Leased Premises. Subject to the terms hereof and in consideration of the covenants of payment and performance stipulated herein, Landlord has leased, demised, and let, and by these presents does hereby lease, demise, and let unto Tenant, and Tenant hereby leases and takes from Landlord, the Leased Premises. Tenant has compensated Landlord for the purchase of (a) the 75-year leasehold interest created by this Lease in the amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00) and (b) fee simple title to the Improvements, pursuant to the following documents entered into as of even date herewith: the DDA, Authority Acquisition Note, and Authority Acquisition Deed of Trust. Specifically, Landlord and Tenant acknowledge and agree that the principal amount of the Authority Acquisition Note, Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00), represents the purchase price, at appraised fair market value, of the Leased Premises.

Section 2.2 Authority Compliance Fee. The Tenant shall pay the Authority Compliance Fee to the Landlord as and when due.

Section 2.3 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term ("**Term**"), commencing on the Commencement Date and expiring on [April 30, 2097].

Section 2.4 Use. Tenant shall, throughout the Term, continuously use the Leased Premises and the Improvements only for the construction, operation, marketing for lease, and leasing of the Residential Units, and such other uses as are reasonably and customarily attendant to such uses, subject to the Regulatory Agreements and this Lease, including but not limited to the restrictions and requirements set forth in Article 3 hereof. The Project shall be used, operated, and devoted for the entire Term as required by Exhibit C and for no other use or purpose. Further, Tenant agrees:

(a) not to use the Leased Premises for any disorderly or unlawful purpose;

(b) to use commercially reasonable efforts to prevent any action by any Residents from committing or maintaining any nuisance or unlawful conduct on or about the Leased Premises;

(c) to use commercially reasonable efforts to prevent any action by any Resident that would cause Tenant to violate any of the covenants and conditions of this Lease with respect to the Project;

(d) upon reasonable prior notice from Landlord, to take reasonable action, if necessary, to abate any action by any Resident that would cause Tenant to violate this Lease; and

(e) subject to the rights of Residents, to permit Landlord and its agents upon not less than forty-eight (48) hours' prior written notice to inspect the Leased Premises or any part thereof at any reasonable time during the Term.

Section 2.5 Possession. Landlord agrees to and shall provide possession of the Leased Premises to Tenant on the Commencement Date.

Section 2.6 Memorandum of Lease. The Parties shall execute and acknowledge the Memorandum of Lease, in the form attached hereto as Exhibit B, which Tenant shall cause to be immediately recorded in the Official Records at Tenant's expense.

ARTICLE 3 THE IMPROVEMENTS

Section 3.1 Construction. Tenant shall cause the commencement and completion of construction of the Improvements on or before the dates set forth in the Authority Loan Agreement. Tenant shall cause the Improvements to be constructed in substantial compliance with the plans and specifications that have been approved by Landlord pursuant to the Authority Loan Agreement. The construction of the Improvements shall be conducted in a good and workman-like manner, in compliance with all requirements set forth in this Lease, the requirements of the Approved Financing, all permits and approvals issued for the Project, all construction documents as approved by Landlord, and all applicable laws (including without limitation, the federal Davis-Bacon Act and Section 3), Tenant's obligations set forth in Section 3.7 below and all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any Governmental Authority having jurisdiction, and the Tenant shall be responsible to the Landlord for the procurement and maintenance thereof, as may be required of the Tenant and all entities engaged in work on the Project. In designing and constructing the Project, the Tenant shall comply with accessibility requirements, shall meet Section 3 requirements, and shall use sustainable construction materials and techniques in accordance with Exhibit D attached hereto, such that the Project shall at a minimum be eligible for Leadership in Energy and Environmental Design (LEED) Certification. Tenant shall take no action to effectuate any material amendments, modifications, or alterations to the plans and specifications unless Landlord

has approved such, in writing and in advance. Landlord understands that Tenant will continue to add sustainability features in accordance with Exhibit D after completion of construction and Landlord will not unreasonably withhold consent to or delay approval of such additional features and improvements. The Tenant's time to perform its obligations under this Section 3.1 may be reasonably extended if the Tenant is prevented or delayed from completing construction as required by this Section 3.1 by an event of Force Majeure. For purposes of solely of Sections 3.1 and 14.3 of this Lease, Force Majeure is an act or event outside of the Tenant's control, including, as applicable, (a) acts of God, or of a public enemy, (b) court order, acts, delays, failure or refusal to act on the part of a governmental entity in either its sovereign or contractual capacity, (c) acts of a contractor other than Developer, or subcontractor, in the performance of an agreement with the Landlord (and not pursuant to a contract with the Tenant), (d) riots, war or acts of terrorism, (e) fires, (f) floods or earthquakes, epidemics, (g) quarantine restrictions, (h) strikes or lockouts, (i) freight embargoes, (j) litigation, (l) Non-issuance of permits, (m) lack of HUD approval (n) unusually severe weather, (m) the presence of unknown Hazardous Materials or archeological finds, and (o) delays of subcontractors or suppliers at any tier arising from unforeseeable causes. To claim Force Majeure as an excuse for failure to perform under this Section 3.1, the Tenant must prove that (i) the Force Majeure event is directly related to the Tenant's inability to perform an obligation described in this Section 3.1, (ii) the Tenant took reasonable steps to minimize delay or damages caused by foreseeable events, (iii) the Tenant substantially fulfilled all non-excused obligations of this Section 3.1 and (iv) the Tenant timely notified the Landlord of the likelihood or actual occurrence of a Force Majeure event. Upon completion of the Force Majeure event, the Tenant must as soon as reasonably practicable recommence the performance of its obligations under this Section 3.1 in a manner that minimizes the effects of the stoppage or delay caused by the Force Majeure event.

Section 3.2 No Liens. Tenant shall not have any right, authority, or power to bind Landlord, Landlord's Estate, or any other interest of Landlord in the Leased Premises, for any claim for labor or material or for any other charge or expense, lien, or security interest incurred in connection with the construction or operation of the Improvements or any change, alteration, or addition thereto. Tenant shall not have any right to encumber Tenant's Estate without the written consent of Landlord, other than for Approved Financing and the Regulatory Agreements, utility easements, and other customary easements or agreements necessary and incidental to the construction and operation of the Improvements, which easements are subject to the approval of Landlord, which shall not be unreasonably withheld.

Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished, or services rendered at the request of Tenant and shall keep the Leased Premises free and clear of all mechanics' and materialmen's liens in connection therewith. If any claim of lien is filed against the Leased Premises or a stop notice is served on Landlord or other third party in connection with the construction or operation of the Improvements or any change, alteration, or addition thereto, then Tenant shall, within thirty (30) days after such filing of service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Landlord a surety bond in sufficient form and amount, or provide Landlord with other assurance reasonably satisfactory to Landlord that the claim of lien or stop notice will be paid or discharged, provided that Landlord provides written notice of such claim of lien or stop notice to Tenant promptly upon receipt by Landlord.

If Tenant fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, Landlord may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Tenant's expense, and Tenant shall pay to Landlord as Additional Rents (as defined in Section 4.2) any such amounts expended by Landlord within thirty (30) days after written notice is received from Landlord of the amount expended. Alternately, Landlord may require Tenant to immediately deposit with Landlord the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Landlord may use such deposit to satisfy any claim or lien that is adversely determined against Tenant.

Tenant shall file a valid notice of cessation or notice of completion upon cessation of construction on the Improvements for a continuous period of thirty (30) days or more, except in the event such cessation of construction is caused by adverse weather conditions, and shall take all other reasonable steps to forestall the assertion of claims of lien against the Leased Premises. Landlord shall have the right to post or keep posted on the Leased Premises or in the immediate vicinity thereof any notices of non-responsibility for any construction, alteration, or repair of the Leased Premises by Tenant. Tenant authorizes Landlord, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Landlord deems necessary or desirable to protect its interest in the Leased Premises.

Section 3.3 Permits, Licenses and Easements.

(a) Tenant shall be responsible for obtaining any and all permits, licenses, easements, and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises and to grant or cause to be granted all permits, licenses, easements, and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access, and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Tenant shall be entitled, without separate payment to Landlord for tap or connection fees, to tap into the existing lines, facilities, and systems of applicable electric, gas, cable, water, sewer, sewer treatment, and other utilities serving the Leased Premises, provided Tenant remains responsible for payment of fees and costs required by the City for such services. Landlord agrees to use Landlord's reasonable efforts to assist Tenant to obtain waiver, reduction, or deferral, as applicable, of all fees and other charges otherwise payable in connection with obtaining any permits, licenses, easements, and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises in connection with the Improvements. Tenant covenants and agrees to comply with the terms and conditions of all Applicable CC&Rs & Easements which apply to the Leased Premises and/or the Project, excluding any obligation specifically allocated to and undertaken by Landlord pursuant to the terms of a separate agreement between Landlord and Tenant.

(b) On or before Closing, the Leased Premises and Project shall be annexed into the Development (as defined in the Declaration of Restrictions (CC&Rs)) under the Declaration of

Restrictions (CC&Rs) and a declaration of annexation accomplishing same shall be recorded in the Official Records.

Section 3.4 Title to Improvements.

(a) During the Term. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment, and fixtures built, made, or installed by Tenant in, on, under, or to the Leased Premises or the Improvements shall be the sole property of Tenant until the expiration of the Term or other termination of this Lease and subject to the Right of First Refusal/Purchase Option.

(b) After the Term. Upon the expiration of the Term or other termination of this Lease, the Improvements and all alterations, additions, equipment, and fixtures shall be deemed to be and shall automatically become the property of Landlord, without cost or charge to Landlord. Landlord agrees that Tenant, at any time prior to the seventy-fifth (75th) day after the expiration or other termination of this Lease, may remove from the Leased Premises any and all equipment which Tenant has furnished for maintenance purposes or for the use of the Management Agent, provided that Tenant shall repair any physical damage to the Leased Premises caused by the removal of such equipment and property. Tenant agrees to execute, at the request of Landlord at the end of the Term, a quitclaim deed of the Improvements to Landlord to be recorded at Landlord's option and expense and any other documents that may be reasonably required by Landlord or Landlord's title company to provide Landlord title to the Leased Premises and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by Landlord.

Section 3.5 Benefits of Improvements During Term. Landlord acknowledges and agrees that any and all depreciation, amortization, and other tax attributes of ownership, including without limitation, tax credits for federal or state tax purposes relating to the Improvements located on the Leased Premises and any and all additions thereto, substitutions therefor, fixtures therein, and other property relating thereto shall be deducted or credited exclusively to Tenant as the sole owner of such Improvements during the Term and for the tax years during which the Term begins and ends.

Section 3.6 Regulatory Agreements. Tenant shall, at all times throughout the Term, comply with all applicable requirements of the Regulatory Agreements as required herein. Tenant will cause all Tax Credit Units to be operated and maintained in accordance with the Tax Credit Regulatory Agreement, and Tenant shall so operate and maintain such Tax Credit Units for the term set forth in the Tax Credit Regulatory Agreement, unless such Tax Credit Regulatory Agreement is released from the Leased Premises pursuant to a foreclosure upon a Mortgage; provided, however, (i) that in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating tenancy, or increasing rent of residential tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure, and (ii) following foreclosure or deed in lieu of foreclosure of a Mortgage, the Project shall thereafter be subject to the Post-Foreclosure Rent Restriction.

Section 3.7 Equal Opportunity; Section 3. The Tenant, for itself and its successors and assigns, and transferees agrees that in the construction, operation and management of the Project:

(a) Tenant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition, age, marital status, gender identity status, sex, sexual orientation, HIV status or Acquired Immune Deficiency Syndrome (AIDS) condition or perceived condition, or retaliation for having filed a discrimination complaint (nondiscrimination factors). The Tenant will take affirmative action to ensure that applicants are considered for employment by the Tenant without regard to the nondiscrimination factors, and that Tenant's employees are treated without regard to the nondiscrimination factors during employment including, but not limited to, activities of 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 Tenant agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein;

(b) Tenant will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors;

(c) Tenant will cause the foregoing provisions to be inserted in all contracts for the construction, operation, and management of the Project entered into after the date of this Lease; provided, however, that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material;

(d) Tenant will comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations 24 CFR Part 75 ("**Section 3**"), as such may be amended from time to time. Section 3 requires that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. During construction of the Project, Tenant shall comply with the Section 3 requirements set forth in the Construction Section 3 Plan (the "**Construction Section 3 Plan**") attached hereto as Exhibit E-1, the Local Hire and Section 3 Rider attached hereto as Exhibit E-3 (the "**Section 3 Rider**") and the Section 3 Guide and Compliance Plan attached hereto as Exhibit E-4 (the "**HACLA Section 3 Plan**"). Following completion of construction and for the remainder of the Term of this Lease, Tenant shall comply with the Section 3 commitments set forth in the Section 3 Rider, HACLA Section 3 Plan and the Section 3 Plan approved by Landlord attached hereto as Exhibit E-2 (the "**Section 3 Plan**" and collectively, with the Construction Section 3 Plan, Section 3 Rider and HACLA Section 3 Plan, the "**Section 3 Documents**"),

(e) Tenant agrees to demonstrate good faith efforts to comply, to the greatest extent feasible with Section 3 and meet the numerical goals for contracting with Section 3 business concerns and provide employment, training or other economic opportunities to Section 3

residents in accordance with the Section 3 Documents. These responsibilities include ensuring that all of Tenant's contractors and subcontractors comply with Section 3, and managing and monitoring their compliance;

(f) The Tenant shall provide to the Landlord such information and documentation as reasonably requested by the Landlord to determine compliance with the Section 3 Documents, as applicable, during the Term of this Lease.

(g) Tenant agrees that prior to hiring any management or maintenance employees for the Project, Tenant shall cause the Management Agent to notify the Landlord and the Watts/Los Angeles WorkSource Center ("**WSC**") or its designee of its need for employees. The Tenant shall strongly consider the qualifications of all interested WSC referrals and existing Landlord employees as it makes hiring decisions for the management and maintenance of the Project. To that end, the Tenant shall cause the Management Agent to give these applicants the first opportunity to interview for all available positions, before undertaking outreach activities or providing notice to the public of such opportunities.

The Tenant shall use reasonable efforts to monitor and enforce, or shall cause its general contractor to monitor and enforce, the equal opportunity requirements imposed by this Lease. As requested, the Landlord shall provide such technical assistance necessary to implement this Section 3.7.

Section 3.8 Covenants Applicable to RAD Units.

(a) Landlord acknowledges that the RAD Units shall be benefited by the terms and conditions of any RAD HAP Contract that may be entered into. For so long as such a RAD HAP Contract or the RAD Use Agreement is in effect, with respect to the RAD Units, the RAD Requirements shall be binding upon Landlord and Tenant and each of their respective successors and assigns, including, without limitation, any entity that succeeds to Tenant's interest in the Leased Premises by foreclosure or an instrument in lieu of foreclosure.

(b) Except as otherwise provided in the RAD Requirements or as otherwise waived, modified, or amended as applied to the Improvements, the RAD Units shall be operated pursuant to the RAD Requirements for so long as any RAD HAP Contract or RAD Use Agreement is in effect. The RAD Units shall be operated pursuant to the CNI Declaration for so long as the CNI Declaration is in effect.

(c) Neither the Tenant nor any of its Partners shall have any authority to: (i) take any action in violation of the RAD Use Agreement, or (ii) fail to renew the RAD HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Landlord as contract administrator.

(d) If the RAD HAP Contract and any related Project subsidies are terminated or reduced, or termination or reduction is reasonably anticipated based on federal government appropriations or other changes to the RAD or Project-Based Voucher Programs, through no

fault of the Tenant, the Tenant shall notify Landlord in writing immediately and the following provisions shall apply:

(i) At least sixty (60) days before the expected termination of Project subsidies, Tenant shall submit to Landlord a financial feasibility plan that proposes management measures designed to maintain the financial feasibility of the Project, which may include rent increases and Operating Expense reductions for the continued viability of the Project (the "**Feasibility Plan**") and shall satisfy the following requirements:

A. At a minimum, the Feasibility Plan submitted by Tenant to Landlord shall meet the requirements of Exhibit F attached hereto. Where possible, and subject to the Approved Financing Documents and Regulatory Agreements, the Feasibility Plan shall include skewing rents higher on portions of the Residential Units in order to preserve affordability for other Residential Units regulated by the Regulatory Agreements. Any necessary rent increases shall be phased in gradually, consistent with maintaining the Project's financial feasibility.

B. The Feasibility Plan is subject to Landlord's review and approval, which approval shall not be unreasonably withheld or delayed. Landlord shall review and approve or disapprove a complete proposed Feasibility Plan, in writing, within twenty-one (21) days of receipt from Tenant, unless such longer period is required to obtain approval of Landlord's Board of Commissioners. In the event, Landlord disapproves the Feasibility Plan, it shall include, with the notice of disapproval, the specific reasons for its disapproval. In the event Landlord disapproves the Feasibility Plan, the Tenant shall provide a revised Feasibility Plan within twenty-one (21) days of the notice of disapproval and the process for review and approval shall continue until such time as the Landlord approves the Feasibility Plan. If the Landlord fails to provide an approval or disapproval within the times stated above, the last Feasibility Plan submitted by Tenant shall be deemed approved.

(ii) Upon the termination of the RAD HAP Contract or loss of related Project subsidy (each a "**RAD Subsidy Event**"), Tenant may draw from any available subsidy reserves to temporarily maintain the Project's existing affordability.

(iii) During Tenant's development of the Feasibility Plan and Landlord's review of same, Landlord and Tenant shall collaborate and make commercially reasonable efforts to find alternative subsidies or financing structures, including applying for Project-Based Voucher Section 8 assistance that would maintain the deeper income targeting contained in the Regulatory Agreements. Upon the date that is three (3) months following a RAD Subsidy Event or such efforts to find alternative subsidies or financing structures are unsuccessful in whole or in part, as reasonably agreed to by Landlord and Tenant:

A. In the event Tenant has proposed and Landlord has approved a Feasibility Plan, the Tenant may increase rents and income targeting for the RAD

Units above the levels allowed by the Regulatory Agreements up to the maximum rents allowed by TCAC under its Tax Credit Regulatory Agreement, if applicable. Rents shall be raised only to the extent required in the Feasibility Plan and as permitted, if at all, by HUD.

B. In the event Tenant has proposed, but Landlord has not yet approved, a Feasibility Plan, then upon the earlier to occur of (I) the date that is three (3) months following a RAD Subsidy Event and (II) the depletion of more than 25% of any available subsidy reserves, the Tenant may increase rents as necessary to cover Operating Expenses in the then approved Operating Budget up to the limits of the Tax Credit Regulatory Agreement, or if outside of the Tax Credit Compliance period, the Post-Foreclosure Rent Restrictions, and as permitted, if at all, by HUD. Any necessary rent increases shall be phased in gradually and effective only upon turnover of the Residential Units, consistent with maintaining the Project's financial feasibility; provided, however, if (i) the termination or reduction of Project subsidies is caused solely by act or omission of Landlord or (ii) Tenant has depleted 50% of any available subsidy reserves, the Tenant may increase rents prior to turnover of the Residential Units up to the limits of the Tax Credit Regulatory Agreement, or if outside of the Tax Credit Compliance period, the Post-Foreclosure Rent Restrictions, and as permitted, if at all, by HUD.

(iv) Notwithstanding the provisions of this Section 3.8(d), the RAD Use Agreement shall remain in full force and effect. The Tenant (or its Partners) shall not be obligated to make a loan to the Project or deplete reserves as part of a Feasibility Plan, except as provided in this Section 3.8(d). Subject to the RAD Requirements, the RAD HAP Contract and applicable law, Landlord shall make best efforts to (1) mitigate the loss or reduction in subsidy at the Project by prioritizing the Project in its allocation of additional or replacement Housing Choice Vouchers, RAD subsidy, or comparable subsidy; (2) cause any unavoidable reduction in subsidy to occur gradually; and (3) coordinate with the Tenant in planning and implementing such reduction.

Section 3.9 Covenants Applicable to PBV Units.

(a) Landlord acknowledges that the PBV Units shall be benefited by the terms and conditions of any PBV HAP Contract that may be entered into. For so long as such a PBV HAP Contract is in effect, the PBV Units shall comply with all applicable HUD regulations and guidelines, including, without limitation, all applicable regulations governing Project-Based Voucher Section 8 assistance.

(b) Except as otherwise provided in the CNI Declaration or as otherwise waived, modified, or amended, as applied to the Improvements, the PBV Replacement Units shall be operated pursuant to the CNI Declaration for so long as the CNI Declaration is in effect

(c) If the PBV HAP Contract and any related Project subsidies are terminated or reduced, or termination or reduction is reasonably anticipated based on federal government

appropriations or other changes to the Housing Choice Voucher Program, through no fault of the Tenant, the Tenant shall notify Landlord in writing immediately and the following provisions shall apply:

(i) At least sixty (60) days before the expected termination of Project subsidies, Tenant shall submit to Landlord a Feasibility Plan and shall satisfy the following requirements:

A. At a minimum, the Feasibility Plan submitted by Tenant to Landlord shall meet the requirements of Exhibit F attached hereto. Where possible, and subject to the Approved Financing Documents and Regulatory Agreements, the Feasibility Plan shall include skewing rents higher on portions of the Residential Units in order to preserve affordability for other Residential Units regulated by the Regulatory Agreements. Any necessary rent increases shall be phased in gradually, consistent with maintaining the Project's financial feasibility.

B. The Feasibility Plan is subject to Landlord's review and approval, which approval shall not be unreasonably withheld or delayed. Landlord shall review and approve or disapprove a complete proposed Feasibility Plan, in writing, within twenty-one (21) days of receipt from Tenant, unless such longer period is required to obtain approval of Landlord's Board of Commissioners. In the event, Landlord disapproves the Feasibility Plan, it shall include, with the notice of disapproval, the specific reasons for its disapproval. In the event the Landlord disapproves the Feasibility Plan, the Tenant shall provide a revised Feasibility Plan within twenty-one (21) days of the notice of disapproval and the process for review and approval shall continue until such time as the Landlord approves the Feasibility Plan. If the Landlord fails to provide an approval or disapproval within the times stated above, the last Feasibility Plan submitted by Tenant shall be deemed approved.

(ii) Upon the termination of the PBV HAP Contract or loss of related Project Subsidy (each a "**PBV Subsidy Event**"), Tenant may draw from any available subsidy reserves to temporarily maintain the Project's existing affordability.

(iii) During Tenant's development of the Feasibility Plan and Landlord's review of same, Landlord and Tenant shall collaborate and make commercially reasonable efforts to find alternative subsidies or financing structures that would maintain the deeper income targeting contained in the Regulatory Agreements. Upon the date that is three (3) months following a PBV Subsidy Event or such efforts to find alternative subsidies or financing structures are unsuccessful in whole or in part, as reasonably agreed to by Landlord and Tenant:

A. In the event Tenant has proposed and Landlord has approved a Feasibility Plan, the Tenant may increase rents and income targeting for the PBV Units above the levels allowed by the Regulatory Agreements up to the maximum rents allowed by TCAC under its Tax Credit Regulatory Agreement, if applicable.

Rents shall be raised only to the extent required in the Feasibility Plan and as permitted, if at all, by HUD.

B. In the event Tenant has proposed, but Landlord has not yet approved, a Feasibility Plan, then upon the earlier to occur of (I) the date that is three (3) months following a PBV Subsidy Event and (II) the depletion of more than 25% of any available subsidy reserves, the Tenant may increase rents as necessary to cover Operating Expenses in the then approved Operating Budget up to the limits of the Tax Credit Regulatory Agreement, or if outside of the Tax Credit Compliance period, the Post-Foreclosure Rent Restrictions, and as permitted, if at all, by HUD. Any necessary rent increases shall be phased in gradually and effective only upon turnover of the Residential Units, consistent with maintaining the Project's financial feasibility; provided, however, if (i) the termination or reduction of Project subsidies is caused solely by act or omission of Landlord or (ii) Tenant has depleted 50% of any available subsidy reserves, the Tenant may increase rents prior to turnover of the Residential Units up to the limits of the Tax Credit Regulatory Agreement, or if outside of the Tax Credit Compliance period, the Post-Foreclosure Rent Restrictions, and as permitted, if at all, by HUD.

(iv) Notwithstanding the provisions of this Section 3.9(c), the Tenant (or its Partners) shall not be obligated to make a loan to the Project or deplete reserves as part of a Feasibility Plan, except as provided in this Section 3.9(c). Subject to the PBV HAP Contract and applicable law, Landlord shall make best efforts to (1) mitigate the loss or reduction in subsidy at the Project by prioritizing the Project in its allocation of additional or replacement Housing Choice Vouchers or comparable subsidy, (2) cause any unavoidable reduction in subsidy to occur gradually, and (3) coordinate with the Tenant in planning and implementing such reduction.

Section 3.10 Prevailing Wages To the extent required with respect to the Improvements, Tenant shall pay and assure that all contractors and subcontractors working on the Project pay the general prevailing rate of per diem wages, as determined by the U.S. Labor Department, pursuant to the federal Davis-Bacon Act and implementing rules and regulations. Tenant shall comply with all applicable reporting and recordkeeping requirements.

Section 3.11 Payment and Performance Bonds In connection with the Improvements, Tenant shall require its general contractor to procure and deliver to Landlord copies of labor and material (payment) bonds and performance bonds, or a dual bond which covers both payment and performance obligations, in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of the Improvements, and one hundred percent (100%) payment bond. Said bonds shall be issued by an insurance company that is licensed to do business in the State of California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's Federal Register or as otherwise approved by Landlord. The labor and materials (payment) bond shall name Landlord as a co-obligee or assignee.

Section 3.12 Landlord Review Tenant shall be solely responsible for all aspects of Tenant's conduct in connection with the Improvements, including, but not limited to, the quality and suitability of the specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by Landlord with reference to the Improvements, in accordance with the terms of this Lease, is solely for the purpose of determining whether Tenant is properly discharging its obligations to Landlord, and should not be relied upon by Tenant or by any third parties as a warranty or representation by Landlord as to the quality of the design or performance of the Improvements.

Section 3.13 Accessibility Requirements The design and the operation of the Project shall meet the program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8 or any applicable successor regulation, the Americans with Disabilities Act, and the Fair Housing Act and their implementing regulations. In addition, the Tenant shall ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, subpart C or any applicable successor regulation.

ARTICLE 4 RENTS

Section 4.1 Rent. Upon execution of this Lease, Tenant has compensated Landlord for the acquisition of the leasehold interest created by this Lease in the amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00) attributable to the fair market value of the Leased Premises. Payment of Rent shall be made by execution of the Authority Acquisition Note.

Section 4.2 Additional Rents. In addition to the Rent specified in Section 4.1 hereof, any and all of the payments that Tenant is required to make hereunder to or for the benefit of Landlord shall be deemed to be "**Additional Rents**". All such Additional Rents shall be payable in accordance with the provisions of this Lease specifying the payment of such Additional Rents, including, but not limited to, Section 4.3 herein. The Rent specified in Section 4.1 hereof and Additional Rents payable hereunder shall be deemed "**Rents**" reserved by Landlord, and any remedies now or hereafter given to Landlord under the laws of the State of California for collection of the Rents shall exist in favor of Landlord, in addition to any and all other remedies specified in this Lease.

Section 4.3 Payments. All Rents or other sums, if any, due Landlord hereunder shall be paid by Tenant to Landlord at the address of Landlord set forth herein for notices, or to such other person and/or at such other address as Landlord may direct. All Rents shall be paid promptly when due without demand, offset or deduction in lawful money of the United States.

Section 4.4 Late Payments. If Tenant fails to make any payment of Rents on or before the date such payment is due and payable in accordance with the terms of this Lease, then the Landlord shall have the right to impose upon Tenant a late charge of five percent (5%) of the amount of such payment. Any payment due to the Landlord hereunder which is not made when

due shall bear interest from the date due to the date paid at the Default Rate (as defined in the Authority Loan Agreement).

Section 4.5 Net Lease and Assumption of Risk. Net Lease and Assumption of Risk. This Lease is intended to be, and shall be, construed as an absolute net lease, whereby under all circumstances and conditions (whether now or hereafter existing or within the contemplation of the Parties), the Rents provided for herein shall be absolutely net to Landlord without offset or deduction, and over and above all costs, expenses, and charges of every kind or nature whatsoever related to the Leased Premises, including, without limitation, taxes, utility costs, insurance premiums, operating expenses, costs of repairs, maintenance, restorations, and replacements of the Project, except as may otherwise be expressly set forth herein.

Section 4.6 Financial Statements. Tenant shall provide to Landlord annual and monthly financial statements.

(a) Within one hundred twenty (120) days after the end of each Lease Year, , but in no event later than April 1 of each Lease Year, Tenant shall prepare and deliver to Landlord a statement (the "**Annual Statement**"), in form and containing such details as are reasonably satisfactory to Landlord, showing the total amount of Net Cash Flow received during such Lease Year, itemizing all revenues and expenditures used to compute Net Cash Flow, and specifying the total amount of annual Net Cash Flow payment due pursuant to the terms of the Authority Acquisition Note, if any. Tenant shall make any required Net Cash Flow payment to Landlord on the date that it delivers the Annual Statement to Landlord. Concurrent with delivery of each Annual Statement, Tenant shall also deliver to Landlord the audited financial statements of Tenant, as of the end of the prior Lease Year, with the report of Tenant's accountants thereon stating that the audit of such financial statements has been made in accordance with generally accepted audit standards.

(b) Within forty-five (45) days after the end of each calendar month, Tenant shall prepare and deliver to Landlord a statement (the "**Monthly Statement**"), in form and containing such details as are reasonably satisfactory to Landlord. At a minimum, each Monthly Statement for the Project shall include: (i) an income statement, (ii) a balance sheet, and (iii) rent rolls.

Section 4.7 Operating Budget. Not less than thirty (30) days prior to the completion of the Improvements, and not less than annually thereafter on or before October 1 of each year, Tenant shall submit to Landlord on not less than an annual basis an Operating Budget for the Project, which budget shall be subject to the written approval of Landlord's president/chief executive officer or his designee (the "**Executive Officer**"), which approval shall not be unreasonably withheld, conditioned, or delayed. The proposed Operating Budget shall include a description of anticipated repairs and capital replacements to be undertaken during such year. The Executive Officer's discretion in review and approval of each proposed Operating Budget shall include, without limitation, authority to review individual categories, line items, and accounts, such as the following: extent, type, and amount for social services at or associated with the Project; existing balance(s) in and proposed deposits to any reserve accounts to evaluate shortfalls and/or cumulative unexpended/unencumbered deposits and reasonableness and conformity to prevailing market rates in Los Angeles County. The Investor Asset Management Fee and General

Partner Asset Management Fee are expressly excluded from Landlord's review under this Section 4.7. Landlord shall respond promptly, but in any event on or before December 1 of each year, to Tenant's request for approval of its Operating Budget. If Landlord fails to respond in any form to Tenant's request for approval of its Operating Budget on or before December 1, then Tenant may consider the Operating Budget approved (the "**Default Approval**"). In the event Default Approval does not apply and Landlord and Tenant fail to reach an agreement on an Operating Budget by the beginning of the fiscal year, the Operating Budget of the previous fiscal year shall apply to the Project without any increase or change. Changes to the Operating Budget over five percent (5%) during the year must be approved by the Landlord.

ARTICLE 5 TAXES AND OTHER IMPOSITIONS; UTILITIES

Section 5.1 Payment of Impositions. Prior to delinquency, Tenant will pay or cause to be paid all of the Impositions, except that if any Imposition that Tenant is obligated to pay in whole or in part is permitted by law to be paid in installments, Tenant may pay or cause to be paid such Imposition (or its proportionate part thereof) in installments prior to delinquency. Upon the written request of Landlord, Tenant shall exhibit and deliver to Landlord evidence satisfactory to Landlord of payment of all Impositions. During the first and last years of the Term, all Impositions that shall become payable during each calendar, fiscal, tax, or Lease Year, as applicable, shall be ratably adjusted on a per diem basis between Landlord and Tenant in accordance with the respective portions of such calendar, fiscal, tax, assessment, or Lease Year during the Term. If any special assessments are payable in installments, Tenant shall pay only those installments that are due and for which the delinquency date occurs during the Term for periods occurring during the Term. The Parties acknowledge that Tenant intends to apply for a partial exemption for ad valorem taxes under Section 214(g) of the California Revenue and Taxation Code.

Section 5.2 Contested Taxes and Other Impositions. Tenant, at its sole cost and expense, in its own name or in the name of Landlord and subject to the consent of any Mortgagee, may contest the validity or amount of any Imposition relating to all or any portion of the Leased Premises, in which event the payment thereof may be deferred during the pendency of such contest, if diligently prosecuted.

(a) As may be necessary or desirable, Landlord or Tenant, as applicable, upon the request of the other Party, shall use its best reasonable efforts to assist in any such proceeding to contest the validity or amount of any Imposition.

(b) Nothing contained in this Section 5.2, however, shall be construed to allow any such contested Imposition to remain unpaid for a length of time which shall permit the Leased Premises, or any part thereof, to be sold by any Governmental Authorities for the nonpayment of such Imposition. Tenant shall promptly furnish Landlord copies of all notices, appeals, pleadings, motions, and orders in any proceedings commenced with respect to such contested Imposition. During such contest, Tenant shall (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent any advertisement of tax sale, any foreclosure of, or any divesting thereby of Landlord's title, reversion, or other interest in or to the Leased Premises and the Improvements.

Section 5.3 Valuation Assessment. If applicable, Tenant, at its expense, may attempt to obtain a lowering of the assessed valuation of the Leased Premises for any year for the purpose of reducing taxes thereon.

Section 5.4 Failure to Pay Impositions. If Tenant fails to pay any Impositions before the same become delinquent, or as otherwise required pursuant to Section 5.1 hereof, Landlord, at its election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Landlord shall be repayable to Landlord by Tenant within forty-five (45) days after Landlord's demand therefor.

Section 5.5 Utilities. Tenant shall pay all utilities used, rendered, or supplied upon or in connection with the Improvements and the construction thereof including, but not limited to, all charges for gas, electricity, light, heat, or power, all telephone and other communications services, all water rents and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises during the Term; provided, however, that Tenant shall have no responsibility hereunder for the payment of utilities supplied by the respective providers directly to residential tenants for such residential tenants' use in connection with the occupancy of their respective Residential Units. Landlord shall have no responsibility for the payment of utility costs.

ARTICLE 6 INSURANCE

Section 6.1 Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, at no cost or expense to Landlord, the following insurance, all of which shall be provided by companies and/or agencies authorized to do business in the State of California; provided, however, that in the event of conflict between the following requirements and the requirements in the Approved Financing Documents, the stricter requirements shall control:

(a) Leased Premises Insurance. Property insurance covering all risks of direct physical loss or damage to the Improvements not scheduled to be demolished, with limits of not less than one hundred percent (100%) of the "full replacement value" thereof, which insurance shall be provided by Tenant upon Closing. Such policies shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief, and storm. Perils customarily excluded from all risk insurance, e.g., earthquake and flood may be excluded. The term "full replacement value" shall exclude the cost of excavation, foundations, and footings. The amount of such insurance shall be adjusted by reappraisal of the Project by the insurer or its designee not more than once every five (5) years after construction during the Term if requested in writing by Landlord.

(b) General Liability Insurance. Commercial general liability and automobile liability insurance, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Improvements or any work, matters, or things under, or in connection with, or related to this Lease, with personal injury, death, and property damage combined single limit liability of not less than One Million Dollars ($1,000,000.00) for general liability and One Million Dollars ($1,000,000.00) for automobile liability for each accident or occurrence and an

aggregate limit of not less than Two Million Dollars ($2,000,000.00) for general liability and One Million Dollars ($1,000,000.00) for automobile liability, and umbrella/excess liability insurance of Five Million Dollars ($5,000,000.00). Coverage under any such comprehensive policy shall be broad form and shall include, but shall not be limited to, operations, contractual, elevators, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned, and hired vehicles.

(c) Workers' Compensation Insurance. Tenant shall carry or cause to be carried Workers' Compensation insurance with limits as required by the State of California and Employer's Liability limits of One Million Dollars ($1,000,000.00) for bodily injury by accident and One Million Dollars ($1,000,000.00) per person and in the annual aggregate for bodily injury by disease covering all persons employed by Tenant in connection with the Improvements and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Landlord or Tenant.

(d) Builders' Risk Insurance. As of Closing, during the course of any construction, alteration, or reconstruction of the Improvements, the cost for which exceed the capacity of Tenant's permanent/operating property insurance carrier, then Tenant shall provide builders' risk insurance for not less than the value of the construction contract, combined single limit for bodily injury or property damage insuring the interests of Landlord, Tenant, and any contractors and subcontractors.

Section 6.2 General Requirements. All policies described in Section 6.1 shall include Landlord, together with Mortgagees, as their respective interests may appear. All policies described in Section 6.1 shall contain: (a) the agreement of the insurer to give Landlord and Mortgagees, as applicable, at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies, however if such notice cannot be provided by the carrier, then responsibility of such notice shall be borne by the Tenant; (b) an agreement that such policies are primary and non-contributing with any insurance that may be carried by Landlord; (c) a waiver by the insurer of all rights of subrogation against Landlord and its authorized parties in connection with any loss or damage thereby insured against; and (d) terms providing that any loss covered by such insurance may be adjusted with Landlord and Tenant according to their interests in the Leased Premises, but shall, to the extent required by the loan documents of a Mortgage, be payable to the holder of a Mortgage, who shall agree to receive and disburse all proceeds of such insurance, subject to the duty of Tenant to repair or restore, as set forth in Sections 12.1 and 12.2 hereof.

Section 6.3 Evidence of Insurance. Certificates of insurance for all insurance required to be maintained by Tenant prior to Closing under this Article 6 shall be furnished by Tenant to Landlord on or before the date of this Lease. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by this Lease at any time.

Section 6.4 Failure to Maintain. If Tenant fails to maintain such insurance, Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant agrees to repay to

Landlord as Additional Rents the cost of such insurance.

Section 6.5 Acceptability of Insurers**.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII or such other rating as may be reasonably acceptable to Landlord.

ARTICLE 7 MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Leased Premises. During the Term at Tenant's sole cost and expense, Tenant shall keep and maintain the Leased Premises, all Improvements, and all appurtenances thereunto belonging, in good and safe order, condition, and repair. In addition, all maintenance and repair of the Residential Units shall conform and comply with the Legal Requirements affecting the Leased Premises.

Section 7.2 Alterations to Leased Premises. Following construction of the Improvements, Tenant may make any additions, alterations, or changes (sometimes collectively referred to herein as "**Alterations**") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that are likely to materially impair the structural soundness of the Improvements;

(b) No Alterations of the Leased Premises shall be undertaken which have a cost greater than Two Hundred Fifty Thousand Dollars ($250,000.00) that would materially affect the design of the Improvements, or demolition of any portion thereof, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord's written consent thereto (which consent shall be given so long as, in Landlord's judgment, such Alterations will not violate the Legal Requirements, this Lease, the Regulatory Agreements, or impair the value of the Improvements);

(c) No Alterations shall be undertaken until Tenant shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities, all required consents of Mortgagee, and the consent of Landlord if required pursuant to subsection (b), above, if applicable. Landlord shall join in the application for such permits or authorizations whenever such action is necessary or helpful and is requested by Tenant, and shall use Landlord's reasonable best efforts to obtain such permits or authorizations; and

(d) Any Alterations shall be performed in a good and workman-like manner and in compliance with the Legal Requirements, Regulatory Agreements, all applicable RAD Requirements, all applicable CNI Requirements, and all applicable Insurance Requirements.

Section 7.3 Indemnifications. Notwithstanding any other provision of this Lease to the contrary, Tenant shall defend, indemnify and hold harmless Landlord and its commissioners, its officer(s), employee(s), agent(s), contractor(s), and director(s) (including directors or employees of any Landlord instrumentalities or affiliates) from all claims, actions, demands,

costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of the Tenant, its agent(s), contractor(s), servant(s), or employee(s) which constitutes a breach of the Tenant's obligations under this Lease. If any third-party performing work for the Tenant on the Project shall assert any claim against the Landlord on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Tenant, its agent(s), servant(s), employee(s) or contractor(s) (including, without limitation, its general contractor), the Tenant shall defend at its own expense any suit based upon such claim; and if any such judgment or claim against the Landlord shall be allowed, the Tenant shall pay or satisfy such judgment or claim and pay all reasonable costs and expenses in connection therewith including reasonable attorneys' fees.

In addition, if any contractor or subcontractor which performed preconstruction work or any construction work for Tenant or Tenant's affiliates on the Improvements shall assert any claim against Landlord on account of any damage alleged to have been caused by reason of acts of negligence of Tenant or Tenant's affiliates, their members, partners, officers, directors, affiliates, agents, or employees, or their construction contractors, Tenant shall defend at its own expense any suit based upon such claim; and if any such judgment or claim against Landlord shall be allowed, Tenant shall pay or cause to be paid or satisfied such judgment or claim and pay all costs and expenses in connection therewith.

The obligations, indemnities, and liabilities of the Tenant under this Section 7.3 shall not extend to any liability caused by the negligence or misconduct of HUD, Landlord, or their employee(s), contractor(s), or agent(s). The Tenant's liability shall not be limited by any provisions or limits of insurance set forth in this Lease. This indemnity shall survive the termination of this Lease.

Section 7.4 Management. Tenant shall at all times use its best efforts to keep the Leased Premises fully leased, in good condition and repair and in accordance with this Lease. Tenant shall: (a) carefully and efficiently operate, lease, and manage the Leased Premises; (b) maintain separate books and records for the Leased Premises; (c) timely collect all rents, and pay and discharge all costs, expenses, liabilities, and obligations of or relating to the Leased Premises; (d) use commercially reasonable efforts to operate and maintain the Leased Premises substantially in accordance with the Operating Budget approved by Landlord pursuant to Section 4.7; (e) maintain such reserves as may be required by the Mortgagee; and (f) timely furnish Landlord with accounting documents and other information regarding the Project and the operation thereof as may be reasonably required by Landlord.

Section 7.5 Delegation of Management Duties. The Leased Premises shall be managed by the Management Agent approved by Landlord. Each management contract relating to the Leased Premises shall (a) be subject to the Landlord's approval, (b) provide that it may be terminated by Landlord at any time after the termination of this Lease upon thirty (30) days' notice to the Management Agent and (c) allow Tenant to terminate the management contract following Management Agent's failure to materially comply with the management, leasing, and occupancy requirements of Sections 7.4, 7.5 and 7.6 of this Lease. If Landlord determines that the Management Agent has failed to materially comply with the management, leasing, and occupancy requirements of Sections 7.4, 7.5 and 7.6 of this Lease, Landlord shall notify Tenant.

Tenant shall then have sixty (60) days beyond the cure periods in the management contract to cause the Management Agent to correct the non-compliance. If, following such sixty (60) day period, Management Agent has not corrected the non-compliance and Tenant has not terminated the management contract then, Landlord shall have the right, subject to any applicable Mortgagee or Investor approvals, to remove Management Agent. All service and supply contracts shall also by their terms be terminable by Landlord at any time after the termination of this Lease upon thirty (30) days' notice. Tenant shall not enter into any commercially unreasonable contract for services or supplies. Landlord's approval of any management agent shall not be construed as a representation, endorsement, or warranty by Landlord as to the reputation, ability, or qualifications of the same. In addition, the Landlord expressly reserves the right to approve the fees and/or compensation of the Management Agent. As of the date hereof, Landlord has approved the initial Management Agent, the initial Management Agreement, and the initial management fee.

Section 7.6 Management and Operation of the Residential Units.

(a) Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Residential Units in full compliance with this Lease and all Legal Requirements (including, without limitation, any applicable HUD regulations and guidelines applicable to the RAD Units and the PBV Units), and for paying all costs relating to such Residential Units (including, without limitation, taxes, insurance, and any homeowner's association fees or special assessments). Landlord shall have the right to inspect, monitor, and audit the operations of Tenant (including, but not limited to, evaluating housing quality standards and the tenant selection process) with respect to the operation and maintenance of the Residential Units in its capacity as contract administrator for HUD of any PBV HAP Contract or RAD HAP Contract, and Tenant shall cooperate fully with respect to such activities by Landlord (including, without limitation, providing Landlord with such information regarding the operation and maintenance of the Residential Units as may reasonably be requested by Landlord).

(b) Tenant and Landlord shall comply with the provisions of Exhibit G hereto, the Property Management and Re-Occupancy Plan, which requires: (i) Tenant to rent all vacant RAD Units and PBV Units to eligible families referred and approved by Landlord; (ii) Landlord and Tenant to determine tenant eligibility in accordance with any applicable HUD regulations and guidelines; (iii) the Parties to cooperate in good faith with respect to the lease-up process to ensure, among other matters that lease-up and occupancy occurs in a timely manner and complies with the requirements of Approved Financing and the Regulatory Agreements; and (iv) the Parties to cooperate in good faith with respect to the New Century Owner's Association, as defined in the Declaration of Restrictions (CC&Rs). The Property Management and Re-Occupancy Plan may be amended with the prior written approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Subject to the RAD Requirements and CNI Requirements applicable to Resident(s) of the RAD Units and PBV Units, Landlord and Tenant agree that the Tax Credit Units developed on the Leased Premises must be rented to Resident(s) who meet the eligibility requirements of TCAC, HCD, and the Investor and other Project lenders in connection with their Regulatory Agreements and Approved Financing Documents. Landlord shall only refer to

Tenant those Resident(s) who meet the requirements of TCAC, HCD, the CNI Requirements, and the RAD Requirements, as applicable. The referral process shall be detailed in the Property Management and Re-Occupancy Plan and Landlord shall countersign the Property Management and Re-Occupancy Plan to ensure Landlord's compliance with its obligations thereunder. Tenant shall provide all Resident(s) tenant protections provided at Exhibit C and all occupants of the Residential Units supportive services as provided in the Supportive Services Plan at Exhibit H.

Section 7.7 Certain Limitations on Work. Tenant shall not do or knowingly permit any work which would adversely and materially affect the value, rentability, or rental value of the Leased Premises, and Tenant shall not, without the prior written consent of Landlord, demolish or remove, or cause, knowingly suffer, or knowingly permit the demolition or removal of, the Project other than such demolition and/or removal as may be permitted following any event described in Articles 11 and 12 hereof.

Section 7.8 Alterations Required by Law. Without limitation on the other provisions of this Lease, if any work shall be required with respect to the Leased Premises or any part thereof by any present or future laws, ordinances, or regulations, the same shall be done by and the cost thereof borne by Tenant.

Section 7.9 Landlord Completion of Work. To the extent Tenant is required to complete work pursuant to any Legal Requirement and fails to do so, upon the expiration of sixty (60) days written notice from Landlord to Tenant, or such longer period as is reasonably necessary to complete such work given the circumstances, Landlord shall have the right to complete such work and Tenant shall reimburse Landlord for all reasonable expenses incurred in connection therewith.

ARTICLE 8 MORTGAGE LOANS

Section 8.1 Loan Obligations. Nothing contained in this Lease shall relieve the Tenant of its obligations and responsibilities under any Approved Financing or Approved Financing Documents to operate the Project as set forth therein.

Section 8.2 Liens and Encumbrances Against Tenant's Interest in the Leasehold Estate. Tenant shall have the right to encumber the leasehold estate created by this Lease and the Improvements with the Regulatory Agreements and all other liens and restrictive covenants related to the Approved Financing. Except as otherwise provided in this Lease, Tenant shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property other than a lien for current taxes, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property or the Improvements, except with the prior written consent of the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, and as otherwise permitted under this Lease. The Tenant shall notify the Landlord in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Improvements, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the Tenant or otherwise.

Section 8.3 Cost of Loans to be Paid by Tenant. The Tenant affirms that, except as otherwise provided in the documents evidencing financing to the Project provided by Landlord, it shall bear all of the costs and expenses in connection with (i) the preparation and securing of the Approved Financing, (ii) the delivery of any instruments and documents and their filing and recording, if required, and (iii) all taxes and charges payable in connection with the Approve Financing.

Section 8.4 Proceeds of Loans. It is expressly understood and agreed that all Approved Financing proceeds shall be paid to and become the property of Tenant and that the Landlord shall have no right to receive any such Approved Financing proceeds.

Section 8.5 No Subordination of Fee Interest. The Landlord will not approve any subordination of its fee interest in any portion of the Property to the interests of any lender or other entity providing financing for the Project. Landlord agrees to execute lease riders that may be required by HCD or TCAC in connection with the Approved Financing; provided, however, that any required lease riders are consistent with this Lease and approved by Landlord and HUD, as applicable.

Section 8.6 Notice and Right to Cure Defaults Under Loans. The Landlord may record in the Official Records a request for notice of any default under the Approved Financing Documents or other financing secured by the Project. In the event of default by the Tenant under the Approved Financing Documents or other financing secured by the Project, the Landlord shall have the right, but not the obligation, to cure the default within the cure periods available to the Tenant and its Partners. Any payments made by the Landlord to cure a default shall be treated as Additional Rents due from the Tenant and shall be paid to Landlord within thirty (30) days following the date on which the payment was made by the Landlord.

ARTICLE 9 PERMITTED MORTGAGES AND INVESTOR RIGHTS

Section 9.1 Right to Encumber. Tenant shall have the right during the Term to encumber, through one or more Mortgages, Regulatory Agreements, or declarations of covenants, all of Tenant's right, title, and interest in the Leased Premises, subject to the provisions of this Lease and with prior written Landlord and HUD approval, if required. Except as expressly set forth in this Lease, Landlord shall not encumber its fee interest in the Leased Premises.

Section 9.2 Notice to Mortgagee. During any period in which a Mortgage is in place, Landlord shall give any such Mortgagee of which Landlord has received notice from Tenant a duplicate copy of all notices of default or other notices that Landlord may give to or serve in writing upon Tenant pursuant to the terms of this Lease and all such duplicate copies of notices of default and other notices shall be distributed simultaneously to both Tenant and Mortgagee. No notice by Landlord to Tenant under this Lease shall be effective unless and until a copy of such notice has been delivered to each Mortgagee of which Landlord has received notice from Tenant. Additionally, Landlord shall give Mortgagee written notice of any rejection of this Lease in bankruptcy proceedings. Landlord shall not serve a notice of cancellation or termination upon Tenant unless a copy of any prior notice of default shall have been given to Mortgagee and the

time for curing such default pursuant to Section 9.3 below shall have expired without the same having been cured, and no such notice of default shall be effective as to such Mortgagee not receiving actual notice thereof. Landlord further agrees that it shall notify Mortgagee in writing of the failure of Tenant to cure a default within any applicable grace period under this Lease and of the curing of any default by Tenant under this Lease, and Mortgagee shall have the additional cure periods pursuant to Section 9.3 below. The performance by Mortgagee of any condition or agreement on part of Tenant to be performed hereunder will be deemed to have been performed with the same force and effect as though performed by Tenant. The address of Mortgagee originally designated in a Mortgage may be changed upon written notice delivered to Landlord in the manner specified in Section 18.12 herein. Landlord's failure to give any such notice to any such Mortgagee shall not constitute a default under Section 13.4.

Section 9.3 Right of Mortgagee to Cure. Notwithstanding any default by Tenant under this Lease, Landlord shall have no right to terminate or cancel this Lease unless Landlord shall have given each Mortgagee written notice of such default pursuant to Section 9.2 of this Lease and such Mortgagees shall have failed to remedy such default or acquire Tenant's leasehold estate created by this Lease or commence foreclosure or other appropriate proceedings as set forth in, and within the time specified by, this Section.

Any Mortgagee which has an outstanding Mortgage shall have the right, but not the obligation, at any time to pay any or all of the Rents due pursuant to the terms of this Lease, and do any other act or thing required of Tenant by the terms of this Lease, to prevent termination of this Lease. After receipt of notice from Landlord that Tenant has failed to cure such default within the period specified in this Lease, Mortgagee shall have ninety (90) days from the receipt of such notice to cure such default. All payments so made and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by Tenant instead of by Mortgagee. However, in order to prevent termination of this Lease, a Mortgagee shall not be required to cure: (i) default on obligations of Tenant to satisfy or otherwise discharge any lien, charge, or encumbrance against Tenant's interest in this Lease caused by a wrongful act or omission of Tenant; or (ii) defaults on obligations of Tenant under any indemnity provision in this Lease arising from acts or omissions of Tenant; or (iii) other past monetary obligations then in default other than the payment of Rents; or (iv) any default resulting from the acts or omissions of Landlord ("**Excluded Defaults**"). For purposes of clarification and illustration, it is the intention of the Parties hereto that Excluded Defaults shall include (but not as an exclusive list) claims, damages, liability, and expenses, including personal injury and property damage arising or alleged to be arising from actions or inactions of Tenant such as failure to pay insurance premiums, allowing dangerous conditions to exist at the Leased Premises or failure to operate the Leased Premises in accordance with regulatory restrictions. If the default by Tenant is of such nature that it cannot practicably be cured without possession of the Leased Premises, then the ninety (90)-day period set forth above shall be extended for so long as a Mortgagee shall be proceeding with reasonable diligence to foreclose on Tenant's interest or otherwise obtain possession of the Leased Premises for itself or a receiver and such cure period shall commence upon the date that Mortgagee obtains possession.

Prior to the expiration of the cure rights of Mortgagees, Landlord shall not result or cause any purported termination of this Lease nor take any action to deny Tenant possession, occupancy, or quiet enjoyment of the Leased Premises or any part thereof.

Without limiting the rights of Mortgagees as stated above, and whether or not there shall be any notice of default hereunder, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease to pay all of the Rents due hereunder, with all due interest and late charges, to procure any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Tenant hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants, and conditions hereof to prevent termination of this Lease. Any Mortgagee and its agents and contractors shall have full access to the Leased Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by Tenant.

In addition to the cure period provided in this Section 9.3, if the default is such that possession of the Leased Premises may be reasonably necessary to remedy the default, any Mortgagee shall have a reasonable time after the expiration of such ninety (90)-day period within which to remedy such default, provided that (i) such Mortgagee shall have fully cured any default in the payment of any monetary obligations of Tenant under this Lease (other than Excluded Defaults) within such ninety (90)-day period and shall continue to pay currently any monetary obligations when the same are due and (ii) such Mortgagee shall have acquired Tenant's leasehold estate hereunder or commenced foreclosure or other appropriate proceedings prior to or within such period, and shall be diligently prosecuting the same.

Any default under this Lease which by its nature cannot be remedied by any Mortgagee shall be deemed to be remedied if (i) within ninety (90) days after receiving written notice from Landlord that Tenant has failed to cure such default within the period specified in this Lease, or prior thereto, any Mortgagee shall have acquired Tenant's leasehold estate or commenced foreclosure or other appropriate proceedings or other remedies available to such Mortgagee under the applicable Mortgage, (ii) Mortgagee shall diligently prosecute any such proceedings or remedies referenced in subsection (i) above to completion, and (iii) Mortgagee shall have fully cured any default in the payment of any monetary obligations of Tenant hereunder (other than Excluded Defaults) which does not require possession of the Leased Premises.

If any Mortgagee is prohibited, stayed, or enjoined by any bankruptcy, insolvency, or other judicial proceedings involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings, the times specified for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that any Mortgagee shall have fully cured any default in the payment of any monetary obligations of Tenant under this Lease (other than Excluded Defaults) and shall continue to pay currently such monetary obligations when the same fall due; provided, further, that such Mortgagee shall not interfere with Landlord's efforts to seek compliance by Tenant with any non-monetary obligation under this Lease.

Section 9.4 Limitation on Liability of Mortgagee. No Mortgagee shall be or become liable to Landlord as an assignee of this Lease or otherwise unless it expressly assumes by written instrument executed by Landlord and Mortgagee such liability (in which event the Mortgagee's liability shall be limited to the period of time during which it is the owner of the leasehold estate created hereby) and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Mortgage or other instrument or from a conveyance from Tenant pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Tenant under the terms of this Lease.

Section 9.5 Estoppel Certificates. Landlord and Tenant agree that at any time and from time to time upon not less than twenty (20) days' prior written notice by the other Party, or upon request from any Mortgagee or Investor or a permitted assignee or other interested party, Landlord or Tenant will execute, acknowledge, and deliver to the other Party or to such Mortgagee or Investor a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect; (b) the date through which the Rents have been paid; and (c) that, to the knowledge of the certifier (if such be the case), there is no default (or any conditions existing which, but for the passage of time or the giving of notice, would constitute a default), set-off, defense, or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease. In addition to clauses (a) through (c) above, if a Mortgagee requires such a statement in writing from Landlord, Landlord, in its statement, shall (x) confirm that Landlord consents to the Mortgage in question; (y) identify all of the relevant documents that evidence this Lease; and (z) provide any other statements or provisions reasonably requested by Mortgagee. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Landlord, Tenant, or any Mortgagee or Investor, as the case may be, in this Lease or by any prospective Mortgagee or Investor or permitted assignee of any Mortgage or Investor.

Section 9.6 Registration of Mortgages. Tenant shall, from time to time upon written request by Landlord, provide written notice to Landlord of the name and address of each Mortgagee under this Lease. For purposes of this Lease, the First Mortgagee is a Mortgagee and all references to Mortgagee shall refer to and include (a) the First Mortgagee, together with its successors and assigns including a successor who acquires the First Mortgagee's interests as a result of foreclosure or acceptance of a deed in lieu of foreclosure and (b) a holder of any Mortgage. All references to a Mortgage shall include (i) the security instrument granted by Tenant for the benefit of the First Mortgagee and its successors in interest, and (ii) any other mortgages, deeds of trust, security agreements, or collateral assignments permitted by Landlord hereunder encumbering Tenant's leasehold interest in the Leased Premises. Any Mortgagee or designee thereof that acquires title to the leasehold estate or any part thereof, any person that acquires title to the leasehold estate through any judicial or non-judicial foreclosure sale, deed, or assignment in lieu thereof, or any sale or transfer made under any order of any court to satisfy wholly or in part obligations secured by any Mortgage, and the successors and assigns of any such Mortgagee, is referred to as a "**Transferee**." Each Mortgagee and Transferee is an intended beneficiary of the terms of this Lease.

Section 9.7 New Lease. Notwithstanding the provisions of Sections 10 and 11 hereof, in the event of the termination or cancellation of this Lease prior to the natural expiration of the Term of this Lease due to a default of Tenant or operation of law or otherwise (including, without limitation, the bankruptcy filing of Tenant or the commencement of an insolvency proceeding or similar proceeding, an act of condemnation or eminent domain against a portion of the Leased Premises by a government agency or body, the destruction or damage of the Leased Premises, or a change in the control or management of Tenant), Landlord shall also be obligated to give notice to Mortgagee simultaneously with such notice given to Tenant. No such notice to Tenant shall be effective with respect to termination or cancellation of this Lease unless Mortgagee shall also have been so notified. Landlord, upon written request from any Mortgagee within sixty (60) days of receiving such notice of termination or cancellation, shall enter into a new lease with the Mortgagee having a lien with the most senior priority or its designee in accordance with and upon the same terms and conditions as set forth herein and with the same relative priority in time and in right as this Lease (to the extent possible) and having the benefit of and vesting in Mortgagee, or its designee, of all the rights, title, interest, powers, and privileges of Tenant hereunder (the "**New Lease**"). In this regard, in the event of the filing of a petition in bankruptcy by Tenant, and Tenant rejects this Lease under the then applicable provisions of the United States Bankruptcy Code, U.S.C. Title 11, (the "**Bankruptcy Code**"), Landlord shall, upon the request of a Mortgagee within the time period specified above, affirm this Lease, and Landlord will enter into a New Lease immediately upon Tenant's rejection of this Lease. In the event of the filing of a petition in bankruptcy by Landlord, and Landlord rejects this Lease and Tenant does not affirm it, a Mortgagee will have, within a reasonable amount of time, the authority to affirm this Lease on behalf of Tenant and to keep this Lease in full force and effect. Nothing in this Section or this Lease shall be construed to imply that this Lease may be terminated by reason of rejection in any bankruptcy proceeding of Tenant. The Parties intend, for the protection of Mortgagees, that any such rejection shall not cause a termination of this Lease. Notwithstanding anything to the contrary contained herein, no termination of this Lease shall become effective until, and the lien of each Mortgage on the Leased Premises shall remain effective until, either a New Lease has been made pursuant to this Section 8.7 of this Lease or no Mortgagee has timely accepted (or caused to be accepted) a New Lease, upon the expiration of the 30-day period as set forth above. Upon entering into a New Lease, such Mortgagee or its affiliated designee shall cure any monetary default by Tenant hereunder, except Excluded Defaults.

After cancellation and termination of this Lease and upon compliance with the provisions of this Section 9.7 by Mortgagee, or its designee, within such time, Landlord shall thereupon execute and deliver such New Lease to such Mortgagee or its designee, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all the right, title, interest, powers, and privileges of Tenant hereunder in and to the Leased Premises; provided that the Mortgagee shall have no obligation for Excluded Defaults. Landlord and the new Tenant shall execute and deliver any deed or other instrument and take such other action as may be reasonably necessary to confirm or assure such right, title, interest, or obligations.

Upon the execution and delivery of the New Lease, title to all Improvements on the Leased Premises shall automatically vest in the Mortgagee or the designee until the expiration or earlier termination of the term of the New Lease.

If Landlord shall, without termination of the Lease, evict Tenant, or if Tenant shall abandon the Leased Premises, then any reletting thereof shall be subject to the liens and rights of Mortgagees, and in any event Landlord shall not relet the Leased Premises or any part thereof, other than renewal of occupancies of residential tenants and leases or other occupancy agreements with new residential tenants consistent with any covenants of record for low-income housing, without sixty (60) days' advance written notice to all Mortgagees of the intended reletting and the terms thereof, and if any Mortgagee shall, within thirty (30) days of receipt of such notice, give notice to Landlord of such Mortgagee's intent to pursue proceedings to foreclose on the Leased Premises or otherwise cause the transfer thereof, then so long as the Mortgagee shall diligently pursue such proceedings Landlord shall not proceed with such reletting without the written consent of such Mortgagee.

If a Mortgagee shall elect to demand a New Lease under this Section and only in the event that such Mortgagee is not recognized as a proper plaintiff, Landlord agrees, at the request of, on behalf of, and at the expense of the Mortgagee, to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust or remove the original Tenant from the Leased Premises, and those sub-tenants actually occupying the Leased Premises, or any part thereof, as designated by the Mortgagee, subject to the rights of non-defaulting residential tenants in occupancy of apartment units at the Leased Premises. Mortgagees shall cooperate with Landlord in connection with any such actions.

Nothing herein contained shall require any Mortgagee to accept a New Lease.

No Mortgagee shall be liable to Landlord unless it expressly assumes such liability in writing. In the event any Mortgagee or other transferee becomes the "Tenant" under this Lease or under any New Lease obtained pursuant to this Article, Mortgagee or other transferee shall not be liable for the obligations of Tenant under this Lease that do not accrue during the period of time that the Mortgagee or such other transferee, as the case may be, remains the actual Tenant under this Lease or the New Lease, holding record title to the leasehold interest thereunder, other than the requirement that the Mortgagee cure any monetary defaults by Tenant upon entering into a New Lease. In no event shall any Mortgagee or other transferee be: (i) liable for the erection, completion, or restoration of any improvements unless erection, completion, or restoration of any improvements is required as a result of the acts or omissions of the Mortgagee following the date of its acquisition of Tenant's interest in the Leased Premises; (ii) liable for any condition of the Leased Premises that existed prior to the date of its acquisition of Tenant's interest in the Leased Premises, or for any damage, loss, or injury caused by such preexisting condition, or for the correction thereof or the compliance with any law related thereto; (iii) bound by any amendment of this Lease made without the prior written consent of the Mortgagee; or (iv) liable for any act or omission of any prior "Tenant" of any portion of the Leased Premises (including Tenant). Any liability of any Mortgagee or other transferee shall be limited to its interests in the leasehold and the Leased Premises and shall be enforceable solely against those interests.

Section 9.8 Rights of Investor. Investor shall have the same notice and cure rights as any Mortgagee, which rights shall run concurrently with those of any Mortgagee for so long as

Investor is a limited partner of Tenant, provided, however, that Investor shall be deemed to have met any condition relating to the commencement or continuation of a foreclosure proceeding if it is attempting with diligence and in good faith to remove the general partner of Tenant. The address for any notices to same, as of the date hereof, is provided in Section 18.12 hereof. Notwithstanding any other provisions herein:

(a) if a monetary event of default occurs under the terms of this Lease, prior to exercising any remedies hereunder, Landlord shall provide written notice of such default to Investor and Investor shall have a period of sixty (60) days after such notice is given within which to cure the default prior to exercise of remedies by Landlord; or

(b) if a nonmonetary event of default occurs under the terms of this Lease, prior to exercising any remedies hereunder, Landlord shall provide written notice of such default to Investor and Investor shall have a period of ninety (90) days after such notice is given within which to cure the default prior to exercise of remedies by Landlord, unless such cure cannot reasonably be accomplished within such ninety (90) day period, in which event Investor shall have such time as is reasonably required to cure such default so long as Investor continues in good faith to diligently pursue the cure.

ARTICLE 10 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 10.1 Representations, Warranties, and Covenants of Tenant. As an inducement to Landlord to enter into and to proceed under this Lease, Tenant warrants and represents to Landlord as follows, which warranties, representations, and covenants are true and correct as of the date of this Lease:

(a) Tenant has the right, power, and authority to enter into this Lease and the right, power, and authority to comply with the terms, obligations, provisions, and conditions contained in this Lease;

(b) The entry by Tenant into this Lease and the performance of all of the terms, provisions, and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not violate or cause a breach or default under any other agreements to which Tenant is a party or by which it is bound;

(c) Tenant (i) shall not cause or permit any Hazardous Substances and Materials to be placed, held, located, or released or disposed of on, under, or at the Leased Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements, and (ii) shall not cause or permit any Hazardous Substances and Materials contamination of the Leased Premises or any part thereof; provided, however, that Tenant shall not be in violation of this Subsection 10.1(c) or otherwise be liable or obligated under this Lease for any of the foregoing to the extent caused by the existence of soils, water, or materials already located on the Leased Premises as of the Commencement Date or that arises from the migration of Hazardous Materials or Substances released from, disposed of, or otherwise placed at, a location other than the Leased Premises by

parties and/or circumstances over which Tenant has no control and due to no fault of Tenant (for convenience such event is called an "**On-Site Migration**" hereinafter); and

(d) At all times during the Term, Tenant or its authorized representative shall use, maintain and operate the Leased Premises and the Improvements thereon in accordance with all Legal Requirements and Regulatory Agreements. The Tenant acknowledges that prior to the date hereof, the City and Landlord certified an Environmental Impact Report (the "**EIR**") and its related Mitigation and Monitoring Program attached hereto as Exhibit I-1 (as amended consistent with applicable law from time to time, the "**Mitigation Measures**"). The Tenant will comply with the terms of the EIR, the Mitigation Measures, the Waste Soil Management Plan attached hereto as Exhibit I-2, any operations and maintenance agreement or plan for the vapor intrusion barrier installed on the Leased Premises in accordance with the Environmental Reports and related conditions of approval adopted by the City or Landlord prior to the date hereof to the extent applicable to the Leased Premises and Improvements.

Section 10.2 Representations, Warranties, and Covenants of Landlord. As an inducement to Tenant to enter into and to proceed under this Lease, Landlord warrants and represents to Tenant as follows, which warranties, representations, and covenants are true and correct as of the date of this Lease:

(a) Landlord has the right, power, and authority to enter into this Lease and the right, power, and authority to comply with the terms, obligations, provisions, and conditions contained in this Lease;

(b) Landlord has made available prior to execution of this Lease all documents related to the Leased Premises and existing prior to the Commencement Date (the "**Property Documents**"), and any copies that are furnished to Tenant by Landlord are and will be true, complete and correct copies of the Property Documents; (2) Landlord has received no notices from any Governmental Authority of any zoning, safety, building, fire, environmental, health code or any other violations whatsoever with respect to the Leased Premises other than as disclosed in the Property Documents; (3) there is no litigation or proceeding (including, but not limited to, condemnation or eminent domain proceedings, pending grievances or arbitration proceedings or foreclosure proceedings threatened) or pending unfair labor practice charges or complaints, pending, or threatened, against or relating to the Landlord or the Leased Premises; (4) Landlord has not received notice of any special assessment(s) from any Governmental Authority; (5) except as set forth in the Property Documents and Environmental Reports, or disclosed in writing to Tenant, the Leased Premises does not contain any Hazardous Substances and Materials; (6) there are no maintenance, operating or other agreements affecting the Leased Premises, except as set forth in the Property Documents and disclosed in writing to the Tenant; (7) unless otherwise agreed to in writing by the Tenant any service contracts will be terminated by the Landlord prior to Closing; and (8) the Landlord has not and will not enter into any contract, agreement, understanding or commitment that will be binding on Tenant or the Leased Premises after the Closing without the approval of the Tenant.

(c) Landlord shall provide all available information relating to the Leased Premises, as expeditiously as necessary, for the orderly progress of the Project. In addition, the Landlord

shall coordinate closely with the Tenant regarding all communications with HUD, forward to the Tenant all relevant correspondence, directives, and other written materials either to or from HUD with respect to this Lease. Landlord will respond as promptly as possible, within its management structure, to questions that may arise during Project administration.

(d) The entry by Landlord into this Lease and the performance of all of the terms, provisions, and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not violate or cause a breach of default under any other agreements to which Landlord is a party or by which it is bound.

Section 10.3 Hazardous Substances and Materials.

(a) Certain Covenants and Agreements. Tenant hereby covenants and agrees that:

(1) Except as permitted by Section 10.1(c) hereof, Tenant shall not permit the Leased Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal, release, or transportation of Hazardous Substances and Materials or otherwise knowingly permit the presence of Hazardous Substances and Materials in, on, or under the Leased Premises in violation of any applicable law. Provided, however, that if any condition causing non-compliance with this Section existed at the Leased Premises prior to the Commencement Date of this Lease, or arises from an On-Site Migration, Tenant shall not be in default hereunder unless Tenant's acts or omissions exacerbate such prior existence or On-Site Migration;

(2) Tenant shall keep and maintain the Leased Premises and each portion thereof in compliance with and shall not cause or permit the Leased Premises or any portion thereof to be in violation of, any applicable environmental laws. Provided, however, that if any condition causing non-compliance with this Section existed at the Leased Premises prior to the date of this Lease, or arises from an On-Site Migration, Tenant shall not be in default hereunder unless Tenant's acts or omissions exacerbate such prior existence or On-Site Migration;

(3) Upon receiving actual knowledge of any of the following, Tenant shall immediately advise Landlord in writing:

(A) any and all enforcement, cleanup, removal, or other governmental or regulatory actions instituted, completed, or threatened against Tenant or the Leased Premises pursuant to any applicable environmental laws;

(B) any and all claims made or threatened by any third party against Tenant or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Substances and Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "**Hazardous Substances and Materials Claims**");

(C) the presence of any Hazardous Substances and Materials in, on or under the Leased Premises in quantities which require reporting to a government agency or in

excess of commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements; or

(4) Tenant shall indemnify Landlord for any and all costs and expenses, and increases thereof, including reasonable attorneys' fees, reasonable expert witness fees, and reasonable consultant fees, resulting from Tenant's failure to give Landlord notice as required by subsections (a)(3)(A)-(B) of this Section 10.3.

(5) Landlord shall have the right to join and participate in, as a party if it so elects, any Hazardous Substances and Materials Claims including any legal proceedings or actions (including response actions) initiated in, or in connection therewith. Landlord's election to so join or participate shall not affect in any manner the indemnity obligations of the Parties as set forth in this Lease.

(6) Without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, Tenant shall not take any remedial action in response to the presence of any Hazardous Substances and Materials on, under, or about the Leased Premises (other than in emergency situations or as required by Governmental Authorities having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Substances and Materials Claims.

(b) Indemnity. Without limiting the generality or obligations of the indemnification set forth in Section 7.3 above, Tenant hereby agrees to indemnify, protect, hold harmless, and defend (by counsel reasonably satisfactory to Landlord) Landlord, its board members, commissioners, officers, agents, successors, assigns, and employees (the "**Landlord Indemnitees**") from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees, expert witness fees, and consultant fees)("**Indemnification Claims**"), arising directly or indirectly, in whole or in part, out of:

(1) The failure of Tenant or any other person or entity on or after the Commencement Date (or prior to the Commencement Date if and to the extent that the negligence or willful misconduct of Tenant or any other person under the control of Tenant resulted in material harm) to comply with any applicable environmental law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal, or investigation or notice thereof, of Hazardous Substances and Materials into, on, under, or from the Leased Premises; provided, however, that the obligations under this subsection (b)(1) shall not extend to the extent any Indemnification Claim arises from conditions existing at the Leased Premises prior to the date of this Lease or an On-Site Migration, except to the extent such conditions or On-Site Migration is exacerbated by the Tenant's negligence or willful misconduct;

(2) The presence in, on, or under, or the escape, seepage, leakage, spillage, emission, discharge, migration, disposal, release, or threatened release of any Hazardous

Substances and Materials in, on, under, or from the Leased Premises on or after the Commencement Date (or prior to the Commencement Date if and to the extent that the negligence or willful misconduct of Tenant or any person under the control of Tenant results in material harm); provided, however, that the obligations under this subsection (b)(2) shall not extend to the extent that any Indemnification Claim arises from conditions existing at the Leased Premises prior to the date of this Lease or an On-Site Migration, except to the extent such condition or On-Site Migration is exacerbated by the Tenant's negligence or willful misconduct; or

(3) Any act or omission on or off the Leased Premises on or after the Commencement Date (or prior to the Commencement Date if and to the extent that the negligence or willful misconduct of Tenant or any employees, agents, contractors, or subcontractors of Tenant results in material harm), whether by Tenant or any employees, agents, contractors, or subcontractors of Tenant, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport, or disposal of any Hazardous Substances and Materials. Tenant's indemnity obligations as they pertain to activities occurring off the Leased Premises shall only extend to activities performed by or arising from activities performed by Tenant or any employees, agents, contractors, or subcontractors of Tenant or parties over which Tenant has control; provided, however, that the obligations under this subsection (b)(3) shall not extend to the extent that any Indemnification Claim arises from conditions existing at the Leased Premises prior to the date of this Lease or an On-Site Migration, except to the extent such condition or On-Site Migration is exacerbated by Tenant's negligence or willful misconduct.

The foregoing indemnity shall further apply to any residual contamination on or under the Leased Premises, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport, release, threatened release, or disposal of any such Hazardous Substances and Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with environmental laws. The provisions of this subsection shall survive the expiration of the Term or other termination of this Lease and shall remain in full force and effect. This indemnity obligation shall not extend to the extent any claim arises from any Landlord Indemnitee's negligence or willful misconduct, any and all claims arising from any Hazardous Substances and Materials brought onto and/or released at the Leased Premises by any Landlord Indemnitee, or Indemnification Claims arising from conditions existing at the Leased Premises prior to the date of this Lease or arising from an On-Site Migration, except to the extent such conditions or On-Site Migration is exacerbated by Tenant's negligence or willful misconduct.

(c) Landlord hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Tenant) the Tenant and any affiliate of Tenant and their respective board members, directors, officers, employees, members, agents, consultants, lenders, volunteers, representatives, successors, and assigns (all the foregoing, the "**Tenant Indemnitees**") from and against any loss, damage, cost, expense, or liability to the extent arising out of or attributable to (i) the presence, from prior to the Commencement Date, of any Hazardous Substances and Materials or any environmental condition not identified in the Environmental Reports, (ii) On-Site Migration, except On-Site Migration from a location over which Landlord has no control or ownership, or (iii) Tenant's construction of the Improvements

substantially in accordance with the requirements of Article 3 hereof. However, anything in the preceding sentence notwithstanding, the foregoing indemnities shall not extend to claims, losses, fees, damages, costs, or expenses of any kind or nature to the extent Hazardous Substances and Materials or environmental conditions are (y) caused or exacerbated by a Tenant Indemnitee's intentional wrongful acts, intentional wrongful omissions, gross negligence, or willful misconduct (including grossly negligent deviations from the requirements of Article 3 hereof) or (z) result from any Hazardous Substances and Materials brought onto and/or released at the Leased Premises by any Tenant Indemnitee or with any Tenant Indemnitee's knowledge or permission (express or implied).

(d) The provisions of subsections (b) and (c) of this section 10.3 shall survive expiration or earlier termination of this Lease and shall remain in full force and effect. Nothing in this Lease is intended in any way to limit either Party from pursuing any remedies such Party may have with regard to the existence of Hazardous Substances or Materials in, on, under, or about the Leased Premises as against third parties.

(e) No Limitation. Tenant hereby acknowledges and agrees that Tenant's duties, obligations, and liabilities under this Lease, including, without limitation, under subsection (b) above, are in no way limited or otherwise affected by any information Landlord may have concerning the Leased Premises and/or the presence on the Leased Premises of any Hazardous Substances and Materials, whether Landlord obtained such information from Tenant or from its own investigations, except as provided herein. Without limiting the obligations, responsibilities and liabilities of Landlord and Tenant under Section 10.3, Landlord and Tenant will work in good faith to identify third-party funding sources to pay for any unforeseen remediation costs arising after the Commencement Date.

Section 10.4 As-Is Conveyance. Except as otherwise set forth in this Lease, including but not limited to Sections 10.2 and 10.3, this Lease is made "AS IS," with no warranties or representations by Landlord concerning the condition of the Leased Premises.

Section 10.5 Environmental Work. Tenant shall comply with, and shall cause its agents, employees, and contractors to comply with, all laws regarding the use, removal, storage, transportation, disposal, and remediation of Hazardous Substances and Materials. Notwithstanding the foregoing, the Landlord may not commence an action for default against Tenant in response or because of a condition existing at the Property prior to the Commencement Date or an On-Site Migration, except to the extent such condition or On-Site Migration is exacerbated by Tenant.

ARTICLE 11 EMINENT DOMAIN

Section 11.1 Termination of Lease. Landlord and Tenant agree that, in the event of a Taking such that Tenant reasonably determines that the Leased Premises cannot continue to be operated, at reasonable cost, for its then-current use, then, subject to the rights and with the prior written consent of all Mortgagees, this Lease shall, at Tenant's sole option, terminate as of the Taking Date. Landlord and Tenant agree that the foregoing sentence shall supersede any rights of termination provided under California Code of Civil Procedure Section 1265.130.

Section 11.2 Continuation of Lease and Presumption of Restoration. Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 11.1 above, this Lease shall continue in effect as to the remainder of the Leased Premises, and the Net Condemnation Award subject to the rights and with the prior written consent of all Mortgagees will be disbursed in accordance with Section 11.4 below to Tenant or to Mortgagee and shall be used so as to make the remainder of the Leased Premises a complete, unified, and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of Mortgagees.

Section 11.3 Temporary Taking. If there shall be a temporary Taking of a year or less with respect to all or any part of the Leased Premises or of Tenant's Estate, then the Term shall not be reduced and Tenant shall continue to pay all Rents, Impositions, and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

Section 11.4 Award. Subject to the rights of Mortgagees, if there is a Taking, whether whole or partial, Landlord and Tenant shall be entitled to receive the Net Condemnation Award for the Leased Premises and the Improvements, with the Landlord receiving the portion allocable to the Landlord's Estate and the Tenant receiving the portion allocable to the Tenant's Estate (valued as if this Lease remained in full force and effect). If the Leased Premises shall be restored as is contemplated in Section 11.2 above, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any Net Condemnation Award, subject to the Mortgagees' right to elect to have such Net Condemnation Award paid directly to such Mortgagees, as set forth in the applicable Approved Financing Documents.

Section 11.5 Joinder. If a Mortgage exists, the Mortgagees, to the extent permitted by law, shall be made a party to any Taking proceeding.

ARTICLE 12 DAMAGE OR DESTRUCTION

Section 12.1 Damage or Destruction to Leased Premises. Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God, or other casualty to or in connection with the Leased Premises, the Improvements, or any portion thereof (hereinafter sometimes referred to as a "**Casualty**"). Subject to Section 12.2 below, and the rights of any Mortgagees, if during the Term the Improvements shall be damaged or destroyed by Casualty, Tenant shall repair or restore the Improvements, so long as Tenant determines, in its sole discretion, that it is feasible to do so and, in such event, Tenant provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty. In the event that Tenant shall determine, subject to the rights and with the consent of Mortgagee, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Leased Premises to substantially the same condition in

which they existed prior to the occurrence of such Casualty, Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. If Tenant terminates this Lease pursuant to this Section 12.1, Tenant shall surrender possession of the Leased Premises to Landlord immediately.

Section 12.2 Damage or Destruction near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Tenant shall have the option, to be exercised within one hundred twenty (120) days after such Casualty:

(a) to repair or restore the Improvements as hereinabove provided in this Article 12; or

(b) subject to the rights of Mortgagees, to terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of the Casualty. If Tenant terminates this Lease pursuant to this Section 12.2, Tenant shall surrender possession of the Leased Premises to Landlord immediately and assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title, and interest in and to the proceeds from Tenant's insurance upon the Leased Premises, subject to the prior rights of any Mortgagee therein, as referenced in Section 12.3 below.

Section 12.3 Distribution of Insurance Proceeds. In the event that insurance proceeds are not applied to restoration of the Leased Premises, the Improvements, or any portion thereof and this Lease is terminated pursuant to Sections 12.1 or 12.2 hereof, the insurance proceeds received as the result of such Casualty shall be distributed, in the order provided, to (a) the First Mortgagee in accordance with the First Mortgage Loan Mortgage for the repayment of the First Mortgage Loan if such Casualty occurs while the First Mortgage Loan Mortgage is in effect, (b) all other Mortgagees with Mortgages in effect, (c) to Tenant to recover its investment, and (d) Landlord, and otherwise in accordance with Section 12.1 hereof; provided, however, that Tenant may retain the following amount of insurance proceeds: (i) any reasonable costs, fees or expenses incurred by Tenant in connection with the adjustment of the loss or collection of the proceeds; (ii) any reasonable costs incurred by Tenant in connection with the Leased Premises after the Casualty, which costs are eligible for reimbursement from such insurance proceeds; and (iii) the proceeds of any rental loss or business interruption insurance applicable prior to the date of surrender of the Leased Premises to Landlord.

ARTICLE 13 EVENTS OF DEFAULT

Section 13.1 Events of Default. Each of the following shall be an "**Event of Default**" by Tenant hereunder:

(a) failure by Tenant to pay any Rents when due or to pay or cause to be paid any Impositions, insurance premiums, or other liquidated sums of money herein stipulated to be paid by Tenant, if such failure shall continue for a period of sixty (60) days after written notice thereof has been given by Landlord to Tenant and Investor;

(b) failure by Tenant to perform or observe any of the provisions of this Lease stipulated in this Lease to be observed and performed by Tenant (including, but not limited to the failure to comply with Section 3.6) , if such failure shall continue for a period of ninety (90) days after written notice thereof has been given by Landlord to Tenant and Investor; provided, however, that if any such failure cannot reasonably be cured within such ninety (90)-day period, then Landlord shall not have the right to terminate this Lease or Tenant's right to possession hereunder so long as Tenant or Investor promptly commences the curing of any such failure and thereafter proceeds in good faith and with due diligence to remedy and correct such failure within a reasonable period of time;

(c) the failure of Tenant to cure, within the prescribed time period, (i) any declaration of default by the holder of a Mortgage on the Tenant's Estate, (ii) any breach or violation of Applicable CC&Rs and Easements with which Tenant is obligated to comply under Section 3.3, following the expiration of any applicable notice and cure periods, or (iii) any breach or violation of any Approved Financing Document, following notice to Tenant and the expiration of any applicable cure period;

(d) the subjection of any right or interest of Tenant in this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released within one hundred twenty (120) days; provided that the foreclosure of any Mortgage shall not be construed as an Event of Default within the meaning of this Subsection 13.1(d);

(e) the appointment of a receiver, not including receivership pursuant to any Mortgage, to take possession of Tenant's Estate or of Tenant's operations on the Leased Premises for any reason, if such receivership is not terminated, dismissed, or vacated within one hundred twenty (120) days after the appointment of the receiver;

(f) the filing by Tenant of a petition for voluntary bankruptcy under the Bankruptcy Code or any similar law, state or Federal, now or hereafter in effect;

(g) the filing against Tenant of any involuntary proceedings under such Bankruptcy Code or similar law, if such proceedings have not been vacated or stayed within ninety (90) days of the date of filing;

(h) the appointment of a trustee or receiver for Tenant or for all or the major part of Tenant's property or the Leased Premises, in any involuntary proceeding, not including pursuant to any Mortgage, or taking of jurisdiction by any court over all or the major part of Tenant's property or the Leased Premises in any involuntary proceeding for the reorganization, dissolution, liquidation, or winding up of Tenant, if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days;

(i) the Tenant's failure to pay assessments due pursuant to the Declaration of Restrictions (CC&Rs), unless assessments are disputed in good faith and Tenant deposits a bond sufficient to cover the assessment costs with title company;

(j) a general assignment by Tenant for the benefit of creditors or Tenant's admittance in writing of its insolvency or inability to pay its debts generally as they become due or Tenant's consent to the appointment of a receiver or trustee or liquidator for Tenant, all or the major part of its property, or the Leased Premises; or

(k) violation of the RAD Use Agreement in accordance with Section 20.1(d), or the CNI Declaration, if such failure shall continue for a period of sixty (60) days after written notice thereof has been given by Landlord to Tenant and Investor.

To the extent cure is permitted hereunder, a Partner of Tenant shall have the right to cure any default or breach of this Lease by Tenant, and Landlord agrees to accept a timely cure tendered by a Partner of Tenant.

Section 13.2 Rights and Remedies.

(a) At any time after the occurrence of an Event of Default hereunder, Landlord, subject in all respects to the provisions of this Lease with respect to Landlord's and Investor's rights to cure defaults by Tenant and with respect to the rights of any Mortgagees and Investors, and subject further to the provisions of Section 13.3 of this Lease, may terminate this Lease by giving Tenant written notice thereof (with a copy of such notice to the Mortgagees and to Investor), setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Tenant's Estate created hereby and all interest of Tenant and all parties claiming by, through, or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Landlord, its agents, or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Leased Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rents or existing breaches of covenants; provided that Landlord shall not be entitled to disturb possession of any tenants or others in possession pursuant to tenant leases with Tenant so long as such tenants or others are not in default thereunder and attorn to Landlord as their Landlord.

(b) Upon the exercise of Landlord's remedies pursuant to this Section 13.2, Tenant shall execute such releases, deeds, and other instruments in recordable form as Landlord shall reasonably request in order to accurately set forth of record the then-current status of Tenant's Estate and Tenant's rights hereunder.

Section 13.3 Deficiency Judgments. Landlord, for itself and for each and every succeeding owner of Landlord's Estate in the Leased Premises, agrees that it shall never be entitled to seek a personal judgment against Tenant or its members and that (a) upon any Event of Default hereunder, the rights of Landlord to enforce the obligations of Tenant, its successors, or assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Tenant's Estate and the enforcement of any other rights and remedies specifically granted to

Landlord hereunder, provided, however, that the limitations set forth in this Section 13.3 shall not be applicable to (i) fraud, (ii) misappropriation of any Net Condemnation Award or insurance, and (iii) misappropriation of the Authority Bridge Loan, Authority CNI Loan or Authority IIG Loan funds.

Section 13.4 Default by Landlord.

(a) Events of Default. Landlord shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform or if any of Landlord's representations or warranties is untrue or becomes untrue in any material respect, and if the failure to perform or the failure of such representation or warranty is not cured within thirty (30) days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty (30)-day period and diligently and in good faith continues to cure the default until completion.

(b) Right to Cure; Tenant's Remedies. Subject to Section 13.5 below, if Landlord shall have failed to cure a default by Landlord after expiration of the applicable time for cure of a particular default, Tenant, at its election, but without obligation therefor (i) may seek specific performance of any obligation of Landlord, after which Tenant shall retain, and may exercise and enforce, any and all rights that Tenant may have against Landlord as a result of such default, (ii) from time to time without releasing Landlord in whole or in part from the obligations to be performed by Landlord hereunder, may cure the default at Landlord's cost, (iii) may terminate this Lease, and/or (iv) may exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable costs incurred by Tenant in order to cure such a default by Landlord shall be due immediately from Landlord, together with interest at the prime rate published in the Wall Street Journal from time to time, and may be offset against any amounts due from Tenant to Landlord.

Section 13.5 Notices. Notices given by Landlord under Section 13.1 or by Tenant under Section 13.4 shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant or Landlord, as applicable, perform the appropriate provisions of this Lease within the applicable period of time for cure. No such notice shall be deemed a forfeiture or termination of this Lease unless expressly set forth in such notice.

Section 13.6 Bankruptcy of Landlord. If this Lease is rejected by Landlord or Landlord's trustee in bankruptcy following the bankruptcy of Landlord under the Bankruptcy Code, as now or hereafter in effect, Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of all Mortgagees, and the right to treat this Lease as terminated in such event shall be deemed assigned to each and every Mortgagee whether or not specifically set forth in any such Mortgage, so that the concurrence in writing of Tenant and each Mortgagee shall be required as a condition to treating this Lease as terminated in connection with any such bankruptcy proceeding.

ARTICLE 14 QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 14.1 Quiet Enjoyment. Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use, and enjoy, and shall have the full, exclusive, and unrestricted use and enjoyment of, all of the Leased Premises during the Term, subject only to the provisions of this Lease, the RAD Use Agreement, CNI Declaration, the Regulatory Agreements, and all applicable Legal Requirements.

Section 14.2 Landlord's Right of Inspection. Notwithstanding Section 14.1 above, Landlord, in person or through its agents, upon reasonable prior notice to Tenant, shall have the right, subject to the rights of tenants, to enter upon the Leased Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Tenant with its obligations under this Lease. In addition to the aforementioned inspection rights, Tenant grants a right of access to Landlord, or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

ARTICLE 15 VACATION OF LEASED PREMISES

Tenant covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Tenant will peaceably and quietly yield and surrender possession of the Leased Premises to Landlord. The foregoing, however, will be subject to the rights of tenants or others in possession pursuant to tenant leases with Tenant, provided that such tenants are not in default thereunder and attorn to Landlord as their Landlord. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord. Notwithstanding anything to the contrary herein, Tenant shall not voluntarily vacate or surrender and Landlord shall not accept any voluntary vacating or surrendering of the Leased Premises by Tenant while a Mortgage remains outstanding or while an Investor shall remain a member in Tenant.

ARTICLE 16 NON-MERGER

For so long as any debt secured by a Mortgage upon the leasehold created by this Lease shall remain outstanding and unpaid, or so long as an Investor shall remain a Partner in Tenant, unless Mortgagee shall otherwise consent in writing, there shall be no merger of either this Lease or Tenant's Estate created hereunder with the fee estate of the Leased Premises or any part thereof by reason of the fact that the same person may acquire, own, or hold, directly or indirectly, (a) this Lease, Tenant's Estate created hereunder, or any interest in this Lease or Tenant's Estate (including the Improvements), and (b) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in (i) this Lease or Tenant's Estate created hereunder, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same, and shall have obtained the prior written consent of Mortgagee.

ARTICLE 17 ASSIGNMENTS AND TRANSFERS; FORECLOSURE

Section 17.1 Consent Required. Except as specifically permitted in the RAD Use Agreement, the CNI Declaration, and the Regulatory Agreements, no Transfer shall be made without Landlord's prior written approval; any such Transfer shall be made pursuant to the Regulatory Agreements. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and Tenant, except that Tenant may not assign or sublet its interest in this Lease without the prior written consent of Landlord and any other consent required by the Regulatory Agreements. Any attempted transfer without such required consents shall be null and void. Any person to whom any Transfer is attempted without such consent shall have no claim, right, or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same.

Section 17.2 Limitations on Consent Requirement. Notwithstanding the foregoing:

(a) The consent of Landlord shall not be required for:

(1) a lease of any Residential Unit at the Leased Premises, subject to the Landlord's prior approval of the form of Tenant Lease;

(2) transfer of the Tenant's Estate and Improvements to a Mortgagee by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), or to a third-party purchaser pursuant to a foreclosure sale (or the leasehold equivalent thereof);

(3) after Closing, the transfer by Investor of Investor's partnership interest in Tenant to an affiliate of Investor, provided that either Investor remains obligated to fund its equity contribution, or the affiliate assumes the obligations to fund Investor's equity contribution, in accordance with the terms of the Partnership Agreement (if at the time of the proposed transfer no equity contribution remains unpaid, then consent shall not be required for the transfer of any partner interest);

(4) grants and easements for the establishment, operation, and maintenance of utility services; or

(5) the removal of a general partner of the Tenant pursuant to the Partnership Agreement and the replacement of such general partner with an affiliate of Investor, provided that the admission of a non-affiliate of Investor shall require the reasonable consent of Landlord.

(b) If Tenant requests the consent of Landlord to an internal reorganization of Tenant, or of any of the partners, members, or stockholders of Tenant, Landlord will not unreasonably withhold or delay such consent.

Section 17.3 Subsequent Assignment. In cases where Landlord's consent is required, Landlord's or HUD's consent to one assignment will not waive the requirement that Landlord and HUD consent to any subsequent assignment.

Section 17.4 Request for Consent. If Tenant requests Landlord's consent to a specific assignment, Tenant shall provide to Landlord such information as may reasonably be required by Landlord.

Section 17.5 Consent of Landlord Not Required. The foreclosure of a Mortgage or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Mortgage, or any conveyance of the Tenant's Estate to any Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not breach any provision of or constitute an Event of Default under this Lease, and upon such foreclosure, sale, or conveyance, Landlord shall recognize any Mortgagee or such affiliate or designee of any Mortgagee, or any purchaser at any such foreclosure sale, as Tenant hereunder. Provided, however, that Landlord may disapprove a subsequent Transfer after foreclosure, deed in lieu of foreclosure or other appropriate proceedings where the proposed transferee has (a) insufficient prior experience in managing affordable multifamily rental housing, (b) demonstrated poor performance in managing affordable multifamily rental housing, or (c) has been debarred or suspended by HUD.

Section 17.6 Transfer After Foreclosure. This Lease may be transferred, without the consent of Landlord, to any Mortgagee or an affiliate thereof, pursuant to foreclosure or similar proceedings, or pursuant to a Transfer of this Lease to such Mortgagee (or its affiliate) in lieu thereof, and may be thereafter transferred by such Mortgagee (or its affiliate), and any Mortgagee (or its affiliate) shall be liable to perform the obligations herein imposed on Tenant only for and during the period it is in possession or ownership of the leasehold estate created hereby. Provided, however, that Landlord may disapprove a subsequent Transfer after foreclosure, deed in lieu of foreclosure, or other appropriate proceedings by Mortgagee (or its affiliate) where the proposed transferee has (a) insufficient prior experience in managing affordable multifamily rental housing, (b) demonstrated poor performance in managing affordable multifamily rental housing, or (c) has been debarred or suspended by HUD. In no event shall any Mortgagee (or its affiliate) be (i) liable for any prior act or omission of Tenant unless and to the extent such act or omission is continuing following the foreclosure or other transfer, or (ii) subject to any offsets or defenses which Landlord may have against Tenant.

Section 17.7 Grant of Purchase Option. Notwithstanding anything to the contrary set forth in any other provision of this Lease, nothing shall prohibit (i) the granting of a purchase option and/or right of first refusal to the Landlord, or its designee, and to BRIDGE Housing Inc. or its affiliate to purchase the Tenant's Estate and/or partnership interests in Tenant as provided in the Right of First Refusal/Purchase Option and/or (ii) the exercise of such Right of First Refusal/Purchase Option in accordance with the Right of First Refusal/Purchase Option (and, if permitted by Landlord, the assumption of the Authority Bridge Loan, Authority CNI Loan, Authority IIG Loan and Authority Acquisition Loan by the applicable optionee); provided, however, that any such option rights described in this Section 17.7 shall be subordinate to the Approved Financing Documents. Provided, however, that any purchase option and/or right of first refusal granted to Landlord shall be superior to any purchase option and/or right of first refusal granted to BRIDGE Housing Inc. or its affiliate.

ARTICLE 18 MISCELLANEOUS PROVISIONS

Section 18.1 Entire Agreement: Modifications. This Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Leased Premises. This Lease contains the sole and entire understanding between the Parties with respect to the leasing of the Leased Premises pursuant to this Lease, and all promises, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the Parties, if any, are merged into this Lease.

Section 18.2 Amendments. Landlord shall not unreasonably withhold its consent to any amendments to this Lease that are reasonably requested by a Mortgagee; provided, however, Landlord may, in its sole and absolute discretion, refuse to consent to any proposed amendments to the description of the Leased Premises, the Term, Rent, or any other amendments which would materially change the rights and/or obligations of Landlord under this Lease. Landlord and Tenant each agree not to enter into any amendment or modification of the Lease without the prior written consent of each Mortgagee.

Section 18.3 Governing Law. This Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of California.

Section 18.4 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, administrators, executors, and permitted assigns.

Section 18.5 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the Parties have been materially altered by such unenforceability.

Section 18.6 Further Assurances. From and after the date of this Lease, Landlord and Tenant, at the request of the other Party, shall make, execute, and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things that either Party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 18.7 Captions. All captions, headings, paragraphs, subparagraphs, letters, and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit, or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs, and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 18.8 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 18.9 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 18.10 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 18.11 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.12 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express or UPS, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands, or other communications required or permitted to be given hereunder by such Party.

To Landlord:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles CA 90057 Attn: President and Chief Executive Officer
with a copy to:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles, CA 90057 Attn: General Counsel
with a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Ave., Suite 400 Washington, DC 20001 Attn: Megan Glasheen
To Tenant:	Jordan Downs 3, LP c/o BRIDGE Housing Corporation

	1301 Dove Street, Suite 920 Newport Beach, CA 92660 Attn: Kimberly McKay
with copy to:	BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attn: President and Chief Executive Officer
and a copy to:	Goldfarb & Lipman, LLP 1300 Clay Street, 11th Floor Oakland, CA 94612 Attn: Heather Gould
To holder of the Permanent Loan:	California Community Reinvestment Corporation 100 West Broadway, Suite 100 Glendale, CA 91210 Attn: Aaron Smith
with a copy to:	FisherBroyles, LLP 3777 Long Beach Blvd., Suite 280 Long Beach, CA 90807 Attn: Kenneth Krug
To holder of the Construction Loan:	Wells Fargo, N.A. 333 Market Street, 17th Floor MAC A0119-177 San Francisco, CA Attn: Loan Administration Manager
with a copy to:	FisherBroyles, LLP 3777 Long Beach Blvd., Suite 280 Long Beach, CA 90807 Attn: Kenneth Krug
To Investor:	Wells Fargo Affordable Housing Community Development Corporation 550 S. Tryon Street 23rd Floor, D1086-239 Charlotte, NC 28202-4200 Attn: Director of Tax Credit Asset Management
With a copy to:	Sidley Austin LLP One South Dearborn Street Chicago, IL 60603 Attn: Philip C. Spahn

Section 18.13 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 18.14 Time of Essence. Time is and shall be of the essence in this Lease.

Section 18.15 Relationship of Parties. No relationship exists between Landlord and Tenant other than landlord and tenant. The Parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a debtor-creditor, principal-agent, or any other relationship except as aforesaid, exist between them.

Section 18.16 Multiple Mortgages. If at any time there shall be more than one Mortgage, the Mortgagee under the First Mortgage Loan ("**First Loan Mortgagee**") shall be prior in lien and shall be vested with all of the rights of Mortgagee under this Lease (other than the provisions for receipt of notices) to the exclusion of any junior Mortgage and junior Mortgagee; provided, however, that: (a) if the First Loan Mortgagee fails to or refuses to exercise its rights set forth under this Lease, each holder of a junior Mortgage in the order of priority of their respective liens shall have the right to exercise such rights; and (b) with respect to the right of a Mortgagee under Section 9.7 (right to request a New Lease), such right may, notwithstanding the limitation of time set forth in Section 9.7, if any, be exercised by the holder of any junior Mortgage, in the event the holder of a senior Mortgage shall not have exercised such right within a reasonable amount of time.

Section 18.17 Conflicts with Mortgage. In the event of a default under a Mortgage, such Mortgagee may exercise with respect to the Leased Premises any right, power, or remedy under the Mortgage which is not in conflict with the provisions of this Lease. In the event of a conflict or inconsistency between any requirement contained in this Lease and any requirement contained in any document referred to in this Lease, including any Mortgage, the terms of this Lease shall in all instances be controlling.

Section 18.18 Attorneys' Fees. In the event of litigation between the Parties arising out of this Lease, each Party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

Section 18.19 Non-Liability of Governmental Officials and Employees; Conflicts of Interest. No member, official, employee, commissioner, agent, consultant, or contractor of Landlord shall be personally liable to Tenant or any successor or assign of Tenant in the event of any default or breach by Landlord hereunder, or for any amount which may become due to Tenant or any successor or assign of Tenant as a result of such default or breach, or for any of Landlord's obligations under this Lease; provided, however, that the foregoing shall not void or diminish the obligations of Landlord under this Lease.

Tenant represents and warrants that to Tenant's actual knowledge no member, official, employee, commissioner, agent, consultant, or contractor of Landlord has any direct or indirect

personal interest in this Lease or participation in any decision relating to this Lease which affects his or her personal interests or the interests of any corporation, partnership, or other entity in which he or she is, directly or indirectly, interested. Tenant further represents and warrants to Landlord that it has not paid or given, and will not pay or give, to any third party (other than as specifically set forth in this Lease) any money or other consideration for obtaining this Lease.

Except as may be expressly set forth herein, no present or future partner, shareholder, participant, employee, agent, officer, or partner of or in Tenant shall have any personal liability, directly or indirectly, under or in connection with this Lease; provided, however, that the foregoing shall not void or diminish the obligations of Tenant under this Lease.

Section 18.20 Consent; Reasonableness. Except as otherwise specified herein, in the event that Tenant or Landlord shall require the consent or approval of the other Party in fulfilling any agreement, covenant, provision, or condition contained in this Lease, such consent or approval shall not be unreasonably withheld or delayed by the Party from whom such consent or approval is sought, and shall be given or disapproved within the times set forth herein, or, if no time is given, within ten (10) business days of request therefor. Except as may be otherwise expressly set forth herein, approvals and disapprovals on the part of Landlord may be given by Landlord's chief executive officer.

Section 18.21 Non-Waiver of Governmental Rights. Nothing in this Lease shall be construed to in any way obligate Landlord or any other Governmental Authority to take any discretionary action relating to the construction, development, or operation of the Project, including, but not limited to, condemnation, rezoning, variances, subdivision, environmental clearances, or any other governmental approvals which are or may be required pursuant to the Legal Requirements. Nothing in this Lease shall be construed to restrict or impair in any manner whatsoever any Legal Requirement or the exercise by Landlord of any governmental powers or rights thereunder.

ARTICLE 19 PARTICULAR COVENANTS

Section 19.1 Non-Discrimination. Tenant shall not discriminate against, or segregate any person or group of persons on the grounds of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry, or disability in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Leased Premises nor shall Tenant, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of residential tenants, subtenants, sub-tenants, or vendees of the Leased Premises. The foregoing covenant shall run with the land. Landlord shall be entitled to invoke any remedies available at law or in equity to redress any breach of this subsection or to compel compliance therewith by Tenant.

Section 19.2 Mandatory Language in All Subsequent Deeds, Leases, and Contracts. All deeds, leases, or contracts entered into by Tenant on or after the date of execution of this Lease as to any portion of the Project or Leased Premises shall contain the following language:

(a) In deeds: "Grantee herein covenants by and for itself, its successors, and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of residential tenants, lessees, subtenants, sublessee, or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In leases (except for leases from Tenant to a residential tenant): "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives, and assigns and all persons claiming under the lessee or through the lessee that the lessee's lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of residential 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, religion, creed, sex, sexual orientation, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of residential tenants, lessees, subtenants, sublessees, or vendees of the land."

ARTICLE 20 HUD PROVISIONS

Section 20.1 RAD Provisions. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Project pursuant to a RAD HAP Contract. If a RAD HAP Contract is entered into pursuant to the RAD Requirements, HUD will require Landlord and Tenant to enter into a RAD Use Agreement in connection with the provision of rental assistance to the Project. Notwithstanding any other clause or provision in this Lease, upon execution of the RAD Use Agreement and for so long as the RAD Use Agreement is in effect, the following provisions shall apply:

(a) This Lease shall in all respects be subordinate to the RAD Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Lease.

(b) If any of the provisions of this Lease conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement shall control.

(c) The provisions in this Article 20 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.

(d) Violation of the RAD Use Agreement constitutes a default of this Lease.

(e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in the Housing Authority of the City of Los Angeles and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in the Housing Authority of the City of Los Angeles.

(f) Neither the Tenant nor any of its Partners shall have any authority to:

(1) Take any action in violation of the RAD Use Agreement; or

(2) Fail to renew the RAD HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Housing Authority of the City of Los Angeles or HUD.

(3) Except to the extent permitted by the RAD HAP Contract or RAD Use Agreement and the normal operation of the Project, neither the Tenant nor any Partners shall have any authority without the consent of the Housing Authority of the City of Los Angeles to sell, transfer, convey, assign, mortgage, pledge, sublease or otherwise dispose of, at any time, the Project or any part thereof.

Section 20.2 CNI Provisions.

(a) This Lease shall in all respects be subordinate to the CNI Declaration. If any of the provisions of this Lease conflict with the terms of the CNI Declaration, the provisions of the CNI Declaration shall control.

(b) Tenant and Landlord acknowledge that the proposed transfer to Tenant, or to any other participating party in the Project, of funds provided to the Landlord pursuant to the CNI Grant Agreement ("**CNI Funds**") for the development of the Project covered under this Lease shall not be deemed to be an assignment of such funds. Accordingly, neither Tenant, nor any other participating party, shall succeed to any rights or benefits of the Landlord under the CNI Grant Agreement (as applicable). Tenant further agrees to include this disclaimer in each of Tenant's agreements or contracts with any partner, participating party, or any other party involving the use of CNI Funds for the Project.

(c) Nothing contained in the CNI Grant Agreement or in any agreement between Landlord and Tenant, nor shall any act of HUD or the Landlord be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture involving HUD. Tenant further agrees to include this disclaimer in each of Tenant's agreements or contracts with any partner, participating party, or any other party involving the use of CNI Funds for the Project.

[signature pages follow]

IN WITNESS WHEREOF, this Lease is made and entered into as of Commencement Date.

LANDLORD:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

TENANT:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT A

Leased Premises

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Memorandum of Lease

[attached]

RECORDING REQUESTED BY:
Housing Authority of the City of Los Angeles

WHEN RECORDED MAIL TO:
Reno & Cavanaugh, PLLC
Attn: Megan Glasheen
455 Massachusetts Ave., Suite 400
Washington, DC 20001

No fee for recording pursuant to
Government Code Section 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF GROUND LEASE

Jordan Downs Phase H2A

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made as of [April ___], 2022 by and among the Housing Authority of the City of Los Angeles, a public body, corporate and politic, ("**Landlord**") and Jordan Downs 3, LP, a California limited partnership ("**Tenant**") with respect to that certain Ground Lease Agreement dated as of [April ___], 2022 (the "**Lease**"), between Landlord and Tenant.

Pursuant to the Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord that certain real property, more particularly described in Exhibit A, attached hereto and incorporated herein, (the "**Property**") and Landlord grants to Tenant all the improvements existing or to be constructed on the Property for the term of the Lease. The Lease commenced as of [April ___], 2022 and expires on April 30, 2097 per Section 2.3 of the Lease, unless sooner terminated pursuant to the terms of the Lease. Section 17.7 of the Lease provides a right of first refusal and purchase option to Landlord or its designee.

This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein, including, but not limited to the affordability restrictions in the Lease and attached hereto as Exhibit B.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the Lease, of which this is a Memorandum.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first above written.

LANDLORD:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Name: Douglas Guthrie
Its: President and Chief Executive Officer

WITNESS:

_____

[NOTARY BLOCK ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

TENANT:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

[NOTARY BLOCK ON NEXT PAGE]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Memorandum of Ground Lease Jordan Downs Phase H2A

PROPERTY DESCRIPTION

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

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THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Memorandum of Ground Lease Jordan Downs Phase H2A

AFFORDABILITY RESTRICTIONS

Subject to Section 3.8(d) and 3.9(c) of the Lease and the Property Management and Re-Occupancy Plan and after initial lease up of residents from the existing Jordan Downs public housing site exercising their right to return, the Residential Units shall be rented in accordance with the income limits and distribution as provided in the chart below.

	30% AMI	**40% AMI**	**50% AMI**	**60% AMI**	**Market/ Unrestricted**	**Manager**	**Total**
One Bedroom	3	7	6	3	2	-	21
Two Bedroom	3	7	10	3	2	1	26
Three Bedroom	3	-	4	10	10	-	27
Four Bedroom	1	-	1	-	-	-	2
Total	**10**	**14**	**21**	**16**	**14**	**1**	**76**

In addition, thirty-nine (39) Residential Units are replacement Residential Units, including the RAD Units and PBV Replacement Units which shall comply, subject to the Property Management and Re-Occupancy Plan and Section 3.8 and 3.9 of this Lease, with the bedroom and subsidy-type distribution provided below. Tenant or its Management Agent will select residential tenants in accordance with the requirements of the Regulatory Agreements. Subject to the Regulatory Agreements and the requirements of the Approved Financing Documents, the replacement Residential Units shall be available to residents of the existing Jordan Downs public housing site, who are in good standing, at initial lease-up.

	Phase H2A	**RAD**	**PBV Replacement**	**PBV**	**Unsubsidized**	**Manager**
One Bedroom	21	1	5	11	4	-
Two Bedroom	26	2	16	3	4	1
Three Bedroom	27	6	8	-	13	-
Four Bedroom	2	-	1	1	-	-
Total	**76**	**9**	**30**	**15**	**21**	**1**

If there is a foreclosure, all units are subject to the Post-Foreclosure Rent Restrictions as described in the Lease.

EXHIBIT C

Affordability Restrictions

Subject to Section 3.8(d) and 3.9(c) of the Lease and the Property Management and Re-Occupancy Plan and after initial lease up of residents from the existing Jordan Downs public housing site exercising their right to return, the Residential Units shall be rented in accordance with the income limits and distribution as provided in the chart below.

	30% AMI	**40% AMI**	**50% AMI**	**60% AMI**	**Market/ Unrestricted**	**Manager**	**Total**
One Bedroom	3	7	6	3	2	-	21
Two Bedroom	3	7	10	3	2	1	26
Three Bedroom	3	-	4	10	10	-	27
Four Bedroom	1	-	1	-	-	-	2
Total	**10**	**14**	**21**	**16**	**14**	**1**	**76**

In addition, thirty-nine (39) Residential Units are replacement Residential Units, including the RAD Units and PBV Replacement Units which shall comply, subject to the Property Management and Re-Occupancy Plan and Section 3.8 and 3.9 of this Lease, with the bedroom and subsidy-type distribution provided below. Tenant or its Management Agent will select residential tenants in accordance with the requirements of the Regulatory Agreements. Subject to the Regulatory Agreements and the requirements of the Approved Financing Documents, the replacement Residential Units shall be available to residents of the existing Jordan Downs public housing site, who are in good standing, at initial lease-up.

	Phase H2A	**RAD**	**PBV Replacement**	**PBV**	**Unsubsidized**	**Manager**
One Bedroom	21	1	5	11	3	-
Two Bedroom	26	2	16	3	5	1
Three Bedroom	27	6	8	-	13	-
Four Bedroom	2	-	1	1	-	-
Total	**76**	**9**	**30**	**15**	**21**	**1**

If there is a foreclosure, all units are subject to the Post-Foreclosure Rent Restrictions as described in the Lease.

Tenant Protections

Tenant Leases

Notwithstanding the Regulatory Agreements, Approved Financing Documents, and any other documents imposing tenant protections on the Project, all Residents shall be subject to the same Tenant Lease and tenant protections to the extent permitted by law. Landlord and Tenant acknowledge that the Residential Units obtain assistance under various programs including, but not limited to, the PBV program and RAD program, each of which provides tenant protections. The tenant protections and opportunities granted to Residents shall be uniformly applied to the Residential Units through the inclusion of tenant protection provisions in all Tenant Leases, including those provided herein, to the extent permitted by applicable Regulatory Agreements, the CNI Declaration, and the RAD Use Agreement. Provided, however, that the tenant protections need not be extended to the one (1) manager's unit.

Resident Participation and Funding

To support Resident participation, Residents will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development.

1. Legitimate Resident Organization. Tenant must recognize legitimate resident organizations and give reasonable consideration to concerns raised by legitimate resident organizations. A resident organization is legitimate if it has been established by the Residents of the Project, meets regularly, operates democratically, is representative of all Residents in the Project, and is completely independent of the Tenant, management, and their representatives.

In the absence of a legitimate resident organization at the Project, HUD encourages the Tenant and residents to work together to determine the most appropriate ways to foster a constructive working relationship, including supporting the formation of a legitimate resident organization.

Residents are encouraged to contact the Tenant directly with questions or concerns regarding issues related to their tenancy. Tenant is also encouraged to actively engage residents in the absence of a resident organization; and

2. Protected Activities. Tenant must allow Residents and resident organizers to conduct the following activities related to the establishment or operation of a resident organization:

a. Distributing leaflets in lobby areas;
b. Placing leaflets at or under Residents' doors;
c. Distributing leaflets in common areas;
d. Initiating contact with Residents;
e. Conducting door-to-door surveys of Residents to ascertain interest in establishing a resident organization and to offer information about resident organizations;
f. Posting information on bulletin boards;
g. Assisting Resident to participate in resident organization activities;
h. Convening regularly scheduled resident organization meetings in a space on site and accessible to Residents, in a manner that is fully independent of management representatives. In order to preserve the independence of resident organizations,

management representatives may not attend such meetings unless invited by the resident organization to specific meetings to discuss a specific issue or issues; and

i. Formulating responses to Tenant's requests for:
    1. Rent increases;
    2. Partial payment of claims;
    3. The conversion from project-based paid utilities to resident-paid utilities;
    4. A reduction in resident utility allowances;
    5. Converting residential units to non-residential use, cooperative housing, or condominiums;
    6. Major capital additions; and
    7. Prepayment of loans.

In addition to these activities, Tenant must allow Residents and resident organizers to conduct other reasonable activities related to the establishment or operation of a resident organization. Tenant shall not require Residents and resident organizers, as required under the RAD Requirements, to obtain prior permission before engaging in the activities permitted in this section.

3. Meeting Space. Tenant must reasonably make available the use of any community room or other available space appropriate for meetings that are part of the Project when requested by:

a. Residents or a resident organization and used for activities related to the operation of the resident organization; or
b. Residents seeking to establish a resident organization or collectively address issues related to their living environment.

Resident and resident organization meetings must be accessible to persons with disabilities unless this is impractical for reasons beyond the organization's control. If the Project has an accessible common area or areas, it will not be impractical to make organizational meetings accessible to persons with disabilities. Tenant may charge a reasonable, customary and usual fee, approved by the HUD and/or Landlord as may normally be imposed for the use of such facilities in accordance with procedures prescribed by HUD, for the use of meeting space. The Landlord may waive this fee.

4. Resident Organizers. A resident organizer is a Resident or non-resident who assists residents in establishing and operating a resident organization, and who is not an employee or representative of Tenant, managers, or their agents. Tenant must allow resident organizers to assist Residents in establishing and operating resident organizations.

5. Canvassing. If the Project has a consistently enforced, written policy against canvassing, then a non-resident resident organizer must be accompanied by a Resident while at the Project. If the Project has a written policy favoring canvassing, any non-resident resident organizer must be afforded the same privileges and rights of access as other uninvited outside parties in the normal course of operations. If the Project does not have a consistently enforced, written policy against canvassing, the Project shall be treated as if it has a policy favoring canvassing. A Resident has the right not to be re-canvassed against his or her wishes regarding participation in a resident organization.

6. Funding. Tenant must provide $25 per occupied RAD Unit and PBV Unit annually for resident participation, of which at least $15 per occupied RAD Unit and PBV Unit shall be provided to the legitimate Resident organization at the Project. These funds must be used for resident education, organizing around tenancy issues, and training activities. In the absence of a legitimate resident organization at a Project:

a. Landlord encourages the Tenant and Residents to work together to determine the most appropriate ways to foster a constructive working relationship, including supporting the formation of a legitimate Residents organization. Residents are encouraged to contact the Tenant directly with questions or concerns regarding issues related to their tenancy. Tenant is also encouraged to actively engage Residents in the absence of a Resident organization; and
b. Project Owner s must make Resident participation funds available to Residents for organizing activities in accordance with this Exhibit. Residents must make requests for these funds in writing to the Tenant. These requests will be subject to approval by the Tenant.

Termination Notification

Tenant must provide adequate written notice of termination of any Resident lease in accordance with HUD requirements and any requirements prescribed in the Regulatory Agreements or Approved Financing Documents. Further, Tenant shall provide adequate written notice of termination of any Resident lease which shall not be less than:

a. A reasonable period of time, but not to exceed 30 days:
    1. If the health or safety of other Residents, Tenant employees, or persons residing in the immediate vicinity of the premises is threatened; or
    2. ii. In the event of any drug-related or violent criminal activity or any felony conviction;
b. 14 days in the case of nonpayment of rent; and
c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Grievance Process

Tenant must maintain a grievance process in accordance with HUD requirements and any requirements prescribed in the Regulatory Agreements or Approved Financing Documents. Further, Tenant's grievance procedure shall provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Notwithstanding the provisions of 24 CFR § 982.555, an opportunity for an informal hearing shall be given to Residents for any dispute that a Resident may have with respect to a Tenant action in accordance with the Resident's lease that adversely affect the Resident's rights, obligations, welfare, or status.

a. For Residents of the RAD Units and PBV Units, the Landlord, as contract administrator, will perform the informal hearing. The hearing officer must be selected in accordance with 24 CFR § 982.555(e) (4) (i). For Residents of Residential Units other than the RAD Units and the PBV Units, the Tenant shall perform the informal hearing.

b. There is no right to an informal hearing for class grievances or to disputes between Residents not involving the Tenant or Landlord.
c. The Tenant shall give Residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1).
d. The Tenant shall provide the opportunity for an informal hearing before an eviction. Current informal hearing procedures must be outlined in the Tenant's Management Plan.

EXHIBIT D

Sustainability Plan

[attached]

Exhibit 1 (D)

Jordan Downs Area H2A/3A Sustainability Plan

The Jordan Downs Specific Plan outlines the overall plan for revitalizing the community and includes the following goal related to sustainability:

> *Develop a model of urban sustainability based on a comprehensive, open space strategy and sustainable building design that will provide environmental and health benefits, as well as transform the community into a safe, thriving, desirable, and livable urban neighborhood.*

In addition, the sustainability goal of the Specific Plan is to:

> *Satisfy the Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) requirements at the Gold level. This objective will promote Jordan Downs as a housing development that features sustainable strategies throughout its design.*

The project development team of the Housing Authority of the City of Los Angeles, BRIDGE Housing, and the Michaels Organization have made a number of commitments and pursued several design strategies in order to respond to these goals. The following are the main components of the Sustainable Plan for the redevelopment of Jordan Downs:

Certifications

LEED for Neighborhood Development Certification for the Master Plan and Specific Plan

Global Green worked closely with the Housing Authority of the City of Los Angeles and the Jordan Downs master and development teams to integrate sustainable planning, design, and construction practices into the Master Plan and the Jordan Downs Urban Village Specific Plan (specific plan) which was approved by the Los Angeles City Council. The measures committed to in the Specific Plan, combined with the beneficial qualities of location in terms of transit access, brownfield remediation, surrounding amenities, and the infill character of the project resulted in the project receiving a Silver level of certification for the Specific Plan in 2014. The Specific Plan also states that achieving certification at the Gold level is the goal for the full build out of the project. The Specific Plan measures are being tracked as the project moves through the various phases of construction, as are the additional measures that can be integrated into the detailed design and construction of the buildings, landscaping, streets, and infrastructure. While Gold certification is a goal, Silver certification is the commitment of the developer entities.

Green Building Certification for the Buildings

The project is planning to pursue green building certification for the individual buildings. Area H2A is registered with the US Green Building Council for the LEED for Homes program. The design integrates features needed to achieve a LEED Silver certification, with the goal of achieving LEED Gold. The development team will evaluate what green building program is the most appropriate fit for future phases of development in terms of cost and benefit. Other programs that may be considered are Green Point Rated and Enterprise Green Communities, both of which are options in the California Tax Credit Allocation Committee regulations

and in the Los Angeles County Community Development and Investment Department criteria. The City of Los Angeles has a requirement that all new public buildings achieve LEED Silver of better certification.

Measures included in Area H2A are: energy efficiency improvement of at least 10% as compared to State of California code requirements; interior water savings of 20%, landscape water use reduction of 50%, improved ventilation and air filtration, non-toxic and low-VOC building materials, recycled-content building materials, construction waste diversion, parking for bicycles and electric vehicles, and design to support greywater reuse for central laundry facilities.

Individual Sustainability Features

Street Connectivity
The Specific Plan includes the introduction of several news streets in order to better connect the Jordan Downs property to the surrounding community. Having a connected street grid is fundamental to encouraging walking and biking, both of which are low-cost and environmentally low-impact modes of transportation. Walking and biking also create opportunities for members of the community to interact with each other and create networks and relationships which increase social cohesion and resilience.

Century Boulevard
A major feature of the Master Plan was to extend Century Boulevard through Jordan Downs to better connect the project to the surrounding community. Given the prominence of the boulevard within the Jordan Downs project, it has been designed to be a signature element that demonstrates best practices in “complete streets” design. Century Boulevard includes bike lanes, landscaped areas and bioswales to capture stormwater, transit facilities, and wide sidewalks. Combined, these measures enable Century Boulevard to serve as a multi-functional street that maximizes the value of the public right-of-way by enabling multiple modes of transportation, encouraging active transportation, and providing environmental benefits. Similar strategies will be integrated into the other streets that are part of the Jordan Downs plan to meet the needs of the community and comply with City requirements.

Stormwater Management
The Jordan Downs plan includes measures to capture and treat stormwater on site in various landscaped areas and parks. Each of the phases will be designed to address the specific stormwater requirements of the Standard Urban Stormwater Mitigation Program in the City of Los Angeles, including requirements for Low-Impact Development.

Construction Waste Management
The demolition and construction process for Jordan Downs will achieve at least a 50% diversion level, as is consistent with CalGreen and the Los Angeles Green Code.

Low-Water Landscaping and Efficient Irrigation
The landscape design for Jordan Downs emphasizes the use of low-water or drought-tolerant trees and plants, combined with an efficient irrigation system. Combined these measures are projected to reduce outdoor water use by up to 65%.

Renewable Resources and High Efficacy Fixtures
Residential units will be equipped with high efficacy fixtures throughout and Energy Star appliances in all living units.

Jordan Downs Area H2A3A Sustainability Features

The Jordan Downs Area H2A/3A developer is committed to furthering the LEED-ND Silver designation by employing environment-friendly concept in its building designs and construction methodologies. The Developer will incorporate and pursue the following features in its construction and operations of the project:

- Achieve LEED Silver Certification at a minimum, with the goal of achieving Gold
- Construction waste diversion of not less than 50%
- Residential units will include high-efficiency appliances such as Energy Star labeled refrigerators, dishwashers
- Laundry rooms will include Energy Star labeled equipment
- Use high efficiency water fixtures and fittings
- Exceed Title 24
- Use high efficacy lighting fixtures throughout
- HVAC will use non-HCFC refrigerants
- Use Green Label Plus flooring
- Use of drought tolerant non-invasive landscaping
- Use high-efficiency irrigation in landscaped areas designed with head to head coverage which includes a central shut-off valve, sub-meters, timer for each watering zones, pressure regulating devices, and high-efficiency nozzles with distribution uniformity of at least 0.70
- Other features required by the City of Los Angeles.

EXHIBIT E-1

Construction Section 3 Plan

[attached]

Exhibit 2 (E-1)

CONSTRUCTION LOCAL HIRING AND SECTION 3 CONTRACTING PLAN
JORDAN DOWNS RESIDENTIAL HOUSING CONSTRUCTION PROJECT
AREA H2A/3A

The Developer shall structure any solicitation or procurement decision and any resulting contract with a General Contractor with the intent of fulfilling local hiring and contracting commitments contained in the Master Development Agreement (MDA) with the Housing Authority, as amended, including, but not limited to, a goal to provide at least thirty percent (30%) of the new hire construction job opportunities generated by the redevelopment first for residents of Jordan Downs (Priority Area 1); second to qualified Section 3 Residents of Watts living within one of two zip codes, 90002 and 90059 (Priority Area 2); third to participants in HUD's YouthBuild programs in the City of Los Angeles (Priority Area 3); and fourth to residents of the City of Los Angeles (the "**City**") who meet Section 3 eligibility requirements (Priority Area 4), all to the maximum extent feasible.

Master Developer shall strive and use Best Efforts to set aside at least ten percent (10%) of the thirty percent (30%) Section 3 Hiring Requirements for Disadvantaged Workers, as defined in the MDA. Of the local hiring conducted in relation to this Agreement, the Master Developer, Individual Developers, and Owner Entities, as applicable, may count Disadvantaged Worker hours toward the thirty percent (30%) local hire commitment.

The Developer shall require the selected General Contractor to impose the same Section 3 requirements upon its subcontractors at all tiers and ensure successful implementation of a Section 3 program.

In order to achieve the numerical goals outlined in the MDA, the parties will engage in good faith efforts, including but not limited to:

1. Employment Program

- Staff an "intake" office space to receive Section 3, disadvantaged and local individuals seeking employment on the Jordan Downs project.
- Post signs, job announcements at project site and in the public areas in the community notifying of job opportunities. Submit Job Order forms to HACLA for assistance with outreach and referrals of qualified Section 3 Residents from HACLA's Section 3 Resident Registry.
- Coordinate with Section 3 Administrator, Watts Los Angeles WorkSource Center, and other workforce partners and organizations representing Section 3 residents to fulfill new hire goals.
- Conduct employment outreach to identify and screen candidates for apprenticeship positions.
- Work closely with local trade unions, subcontractors, and local community based organizations to identify effective apprenticeship training programs for referral and sponsorship of qualified applicants to meet Section 3 and disadvantaged hire goals.

- Monitor work hours for Section 3 new hires to ensure that they are offered similar work hours as their non-Section 3 co-workers performing similar work. To the greatest extent feasible, make efforts to ensure that Section 3 new hires perform at least 10% of the total work hours on the project. This measure shall not be subject to penalties.
- Participate with community work force partners' and faith based employment outreach efforts to assist with the identification of Section 3 Residents for employment.
- Coordinate with trade unions and subcontractors, at every tier, to ensure the prioritization of Section 3 Resident hires from within target hiring areas.
- Document all outreach efforts to accurately and effectively demonstrate efforts to meet all Section 3, disadvantaged and local hiring workforce utilization and apprenticeship program goals.
- Conduct and participate in community meetings and events as needed, for updates and continued outreach purposes. Conduct job fairs and recruitment events.
- All employment outreach information materials will be based on a set of agreed upon message points.
    - Collateral materials will highlight employment activities associated with the project.
    - Every effort will be made to maintain credibility with the communities around the project by disseminating the information in an accurate and timely manner and written materials will be developed in English and Spanish.

2. Section 3 Business Goals and Contracting

- Include Section 3 Clause and Section 3 goals in all contracts.
- Require contractors and subcontractors at all tiers to establish Section 3 hiring and subcontracting goals.
- Require contractors and subcontractors at all tiers to submit HACLA required forms and reports for compliance monitoring purposes.
- Conduct pre-bid and pre-construction conferences to ensure all participants fully understand the project goals in achieving Section 3, M/WBE, and SBE participation in subcontracting and supplies at every tier. Follow-up meetings will be held with subcontractors on an as-needed basis to assist with preparing reports and other related project documents.
- Review reasonably structured contract scopes of work for the purpose of subcontracting with Section 3/MBE/WBE/SBE firms and break out contract work items into economically feasible units to facilitate Section 3/MBE/WBE/SBE participation, where possible.
- Establish monitoring and tracking reporting protocols to ensure accurate utilization data is captured and reported.
- Maintain data on the contacts made with Section 3/ M/WBE/SBE firms that will include name of firms, contact person(s), phone numbers, dates and methods used for following-

up of the initial solicitation to determine whether Section 3/MBE/WBE/SBE firms are interested.

- Document contractor efforts to negotiate with Section 3/MBE/WBE/SBE subcontractors and suppliers.
- Document efforts to assist interested Section 3/MBE/WBE/SBE firms in obtaining insurance, and necessary equipment, supplies, materials or related materials or related assistance or services. Consultant will also assist in identifying other resources available to provide these services.
- Create project newsletters or other informational materials for distribution within Jordan Downs and project area.
- Assist selected first tier subcontractors identify second tier Section 3/MBE/WBE/SBE firms to help toward meeting the overall project goals.
- Negotiate in good faith with Section 3/MBE/WBE/SBE Businesses and not unjustly reject bids prepared by any firms.
- Establish monitoring and tracking protocols to ensure compliance with Section 3 goals by all tier subcontractors.

3. Compliance Reporting

- Monitor, track and prepare monthly/quarterly Section 3 Compliance Reports using certified payroll reports and applicable Section 3 forms developed by HACLA to report hiring, subcontracting and good faith efforts.
- Submit such Section 3 Compliance Reports to HACLA's Section 3 Compliance Administrator using HACLA Section 3 Reporting Forms. Provide HACLA documentation of efforts made to satisfy Section 3 requirements, obligations and commitments made in the MDA and this plan.

EXHIBIT E-2

Section 3 Plan

[attached]

Exhibit 3 (E-2)

POST-CONSTRUCTION LOCAL HIRING AND SECTION 3 CONTRACTING PLAN
JORDAN DOWNS REDEVELOPMENT PHASE H2A/3A

Bridge Housing, the Developer, has selected the John Stewart Company (JSCo) as Management Agent for Jordan Downs Redevelopment Phase H2A/3A. The following plan details the commitment to adhering to the Section 3 Local Hiring and Contracting for post-construction operations of Jordan Downs Phase H2A/3A.

The proposed plan below will be implemented with full knowledge, approval and monitoring by the Developer.

Section 3 Hiring

The John Stewart Company (JSCo) shall make any hiring decision with the intent of fulfilling Developer's Section 3 and local hiring commitments to provide at least thirty percent (30%) of the new hire post-construction job opportunities first to residents of Jordan Downs, second to qualified Section 3 residents in Watts, third to participants in HUD's Youth Build-programs in the City of Los Angeles; and fourth to residents of the City of Los Angeles who meet Section 3 eligibility requirements, all to the maximum extent feasible. JSCo shall strive and make Good Faith Efforts to set aside at least ten percent (10%) of the 30% Section 3 new hire opportunities for Disadvantaged Workers, as defined below.

A Disadvantaged Worker, for purposes of this Economic Opportunity Plan, means an individual whose primary place of residence is in the City, and who, prior to commencing work on the Redevelopment, either: (a) has a household income of less than fifty percent (50%) of Area Median Income or (b) faces at least one of the following barriers to employment: (i) is homeless, (ii) is a custodial single parent, (iii) is receiving public assistance; (iv) lacks a GED or a high school diploma, (v) has a criminal record or other involvement with the criminal justice system, or (vi) suffers from chronic unemployment.

The John Stewart Company (JSCo) will take reasonable efforts to hire Section 3 eligible residents for available positions for Jordan Downs Phase H2A/3A. Whereas a qualified applicant is found, and whereas their employment at the property does not pose a conflict with other residents, JSCo will give priority consideration to Section 3 qualified applicants.

JSCo will notify HACLA of any available positions at the property by submitting a Section 3 Job Order Form. Additional recruiting efforts, such as contacting the Watts Workforce Center, and local employment agencies may be utilized. JSCo will notify HACLA of the status of applications and decision regarding the hiring or denial, including reason for denial, to HACLA. JSCo will complete a Section 3 Resident Certification Form to each Section 3 Resident New Hire.

Section 3 Contracting

JSCo shall make Good Faith Efforts to the "greatest extent feasible" to award at least ten percent (10%) of the dollar amount of the recurring repair and maintenance contracts and three percent (3%) of the dollar amount of professional services contracts to Section 3 Business Concerns.

As good faith efforts to contract with Section 3 Business Concerns, JSCo will use the services of local business organizations, HACLA Business Registry and other resources as applicable to identify and contract with for annual service maintenance and repair contracts, as needed...

JSCo will impose the Section 3 hiring goals on its contractors and service providers to ensure that local hiring goals are met.

Full consideration will be given to Section 3 business concerns that are able to adhere to JSCo's Vendor Policy and are competitive in cost to other proposals given for similar services.

Compliance Reporting

JSCo shall maintain records of its hiring and contracting efforts and on an annual basis report to the Developer efforts made and numerical goal achievements.

The Developer shall provide such records to HACLA, including submission of HACLA's Post Construction Section 3 Compliance Report form by January 10 of each calendar year.

EXHIBIT E-3

Section 3 Rider

1. Section 3 Requirements. With respect to labor hours, local hiring and contracting for construction and post-construction job opportunities, the Partnership shall fulfill the its commitments made during the selection on Master Developer, as amended, which includes: (a) pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 ("**Section 3**"), ensuring that employment and training opportunities arising in connection with the Project are provided to Section 3 Workers and Targeted Section 3 Workers, and that labor hours performed on the project by such workers meet or exceed HUD established labor hour benchmarks as more particularly described at 1.a below. Additionally, the Partnership agrees that it shall satisfy HACLA's Section 3 Policy and Compliance Plan by hiring Section 3-qualified residents, as more particularly described at 1.b below, and hiring Disadvantaged Workers, as more particularly described at 1.c below. The Partnership agrees that thirty percent (30%) of the new construction and post-construction job opportunities generated by the Project shall be set aside, to the maximum extent feasible, to meet the Section 3 Hiring Requirements ("**Section 3 Hiring Requirements**"). In addition, the Partnership shall strive and use Good Faith Efforts (as defined in Article VI of the Section 3 Policy and Compliance Plan) to set aside at least ten percent (10%) of the thirty percent (30%) Section 3 Hiring Requirements for Disadvantaged Workers, as defined below ("**Disadvantaged Worker Hiring Requirements**"). The Parties acknowledge that some hires may meet the requirements of both the Section 3 Hiring Requirements and the Disadvantaged Worker Hiring Requirements, and may therefore count Disadvantaged Worker hours towards the thirty percent Section 3 Hiring Requirements. Additionally, the Partnership agrees to comply with business contracting goals as more particularly described in 1.d below.

For purposes of this Rider, the term "**Labor Hours and Local Hiring Requirements**" shall mean the Labor Hours Benchmark requirements, Section 3 Hiring Requirements, and the Disadvantaged Worker Requirements. Construction and post-construction job opportunities created as a result of the Project shall be interpreted consistent with the HUD Section 3 definitions of "Employment opportunities generated by Section 3 covered assistance" and "New Hire," as set forth in HACLA's Section 3 Policy, and may include, without limitation, employment opportunities, whether part-time or full-time, and/or training or apprenticeship opportunities, and are expected to be available in a range of fields from administration to construction. The Partnership shall develop a plan for Local Hiring and Section 3 Contracting in accordance with Section 3.2.11 of the Master Development Agreement. The parties acknowledge that some hires may meet the requirements of both the Section 3 Hiring Requirements and the Disadvantaged Worker Hiring Requirements.

a. Labor Hour Benchmark Requirements: The Partnership agrees that consistent with 24 CFR Subpart C requirements and HACLA's Section 3 Policy, it will engage in good faith efforts and ensure that Section 3 Workers and Targeted Section 3 Workers are prioritized for employment and training opportunities in accordance with the regulations, and that such workers meet or exceed the HUD established Section 3 labor hour benchmark requirements as established and updated by HUD.

b. Section 3 Hiring Requirements. The purpose of Section 3 is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons," as further described in HUD's Section 3 implementing regulations at 24 CFR Part 75 ("**Section 3 Regulations**"). Pursuant to the Section 3 Regulations and Authority's Section 3 Policy and Compliance Plan attached hereto as Exhibit 1 (the "**Section 3 Policy**") , the Partnership shall meet the 30% Section 3 New Hire Requirements with the following priorities among eligible applicants: (1) Section 3 Workers residing within the service area or the neighborhood of the project, and (2)Participants in Youthbuild programs , all to the maximum extent feasible.

c. Disadvantaged Worker Hiring Requirements. For purposes of this Rider, "**Disadvantaged Worker**" means an individual whose primary place of residence is in the City, and who, prior to commencing work on the Project, either (a) has a household income of less than fifty percent (50%) of Area Median Income or (b) faces at least one of the following barriers to employment: (i) is homeless, (ii) is a custodial single parent, (iii) is receiving public assistance, (iv) lacks a GED or a high school diploma, (v) has a criminal record or other involvement with the criminal justice system, or (vi) suffers from chronic unemployment.

d. Section 3 Contracting Requirements. To meet Section 3 Business Concern Contracting Requirements pursuant to Section 3 Policy, the Partnership shall to the "greatest extent feasible" award at least (i) ten percent (10%) of the total dollar amount of building trades work for all construction contracts and (ii) three percent (3%) of the total dollar amount of all non-construction contracts to Section 3 Business Concerns, as such term is defined in the Section 3 Regulations at 24 CFR Part 75.5 pursuant to HACLA's Section 3 Business Contracting requirements set forth in Part XII.A.iv of the Section 3 Policy and Compliance Plan (v3).

e. . Furthermore, the Partnership shall comply with the Procurement Plan for Jordan Downs Redevelopment attached hereto as Exhibit 3 and the Assistance to Small, Minority, Women's, Labor Surplus Area, Section 3, and Resident Business Enterprises required efforts attached here to as Exhibit 4. Collectively the requirements of this Section are referred to herein as the "**Section 3 Contracting Requirements**." Moreover, the Partnership shall impose and require all its contractors, vendors and service providers to comply with Section 3 requirements and goals established herein.

2. Construction Labor Hours, Local Hiring and Section 3 Contracting Plan. The Partnership shall prepare a plan for meeting the Section 3 Labor Hour Benchmark, New Hire Requirements, the Disadvantaged Worker Hire Requirements and the Section 3 Business Concern Contracting Requirements described herein during the construction phase of the Project ("**Construction Labor Hours, Local Hiring and Section 3 Contracting Plan**") which will include a Compliance Schedule for meeting its employment requirements set forth in the MDA, as amended, including outreach, hiring and training, as well as Section 3 Business outreach and subcontracting.

a. Compliance. In order to provide a reasonable opportunity to cure any perceived or actual failures to meet its hiring and subcontracting commitments, the Partnership shall submit to the Authority's Section 3 Compliance Administrator (the "**Compliance Administrator**") the Section 3 reporting forms required under the Section 3 Policy, as may be amended from time to time, in accordance with the submission schedules set forth in Exhibit 5 attached hereto, unless mutually agreed to otherwise by the parties (the "**Section 3 Reports**"). Within thirty (30) business days of receipt of complete and accurate Section 3 Reports, the Compliance Administrator shall notify the Partnership of any perceived or actual deficiencies that could lead to a declaration of default to afford the Partnership a reasonable opportunity to cure. In the event the Partnership fails to cure following a reasonable opportunity to cure, which in no event shall exceed thirty (30) business days, in lieu of the penalties for noncompliance set forth in Article XII.B of the Section 3 Policy, the Partnership shall be subject to default penalties calculated as follows:

i. Penalties in the amount of Forty-Five Dollars ($45.00) per person hour of the shortfall in Section 3 hiring (for example, if 3,000 person hours were expended on newly hired workers during the course of a given week for the project, then of those 3,000 hours, 900 must be worked by Section 3 residents; if Section 3 residents worked only 600 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of $45.00 multiplied by the 300-person-hour shortfall, or $13,500), assessed upon completion of the Project and payable to the Authority upon demand, or off set from amounts owed for work on the Project;

ii. In addition, penalties will be regarded by the Authority as poor past-performance and may be grounds for determining that a contractor is non-responsible and ineligible for award of future contracts.

HACLA has approved the Construction Local Hiring and Section 3 Contracting Plan. The General Contractor's compliance with the Construction Local Hiring and Section 3 Contracting Plan will constitute good faith efforts and compliance with the applicable Local Hiring Requirements and Section 3 Contracting Requirements.

3. Post-Construction Local Hiring and Section 3 Plan. The Partnership shall submit pursuant to the Ground Lease a post-construction plan (the "**Post-Construction Labor Hour, Local Hiring and Section 3 Contracting Plan**") for approval by the Compliance Administrator. The Post-Construction Local Hiring and Section 3 Plan shall be in effect for the duration of the applicable Ground Lease and shall cover all post-construction employment and Section 3 Business contracting opportunities generated by the Project.

a. Compliance. In order to provide a reasonable opportunity to cure any perceived or actual failures to meet the post-construction Local Hiring Requirements, Section 3 Contracting Requirements and Good Faith Efforts, the Partnership shall submit to the Compliance Administrator on an annual basis the Section 3 reporting forms then-required and as applicable under the Section 3 Guide (the "**Post-Construction Section 3 Reports**"). Within thirty (30) business days of receipt of complete and accurate Post-Construction Section 3 Reports, the Compliance Administrator shall notify the Partnership of any perceived or actual deficiencies that could lead to a declaration of default to afford a reasonable opportunity to cure. In the event the Partnership fails to cure following a reasonable opportunity to cure, which in no event shall exceed thirty (30) business days, the Authority will pursue remedies available to it pursuant to this Agreement or other agreements between the Authority and the Partnership; provided, however, that the Partnership shall be afforded first the opportunity to appeal a declaration of default to the chief executive officer of the Authority.

EXHIBIT 1 TO LOCAL HIRE AND SECTION 3 RIDER

HACLA Section 3 Policy and Compliance Plan

[attached]

Section 3 Policy and Compliance Plan (V3)

Let's Get to Work!

HACLA

Adopted: June 24, 2021

SECTION 3 POLICY AND COMPLIANCE PLAN

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SECTION 3 POLICY AND COMPLIANCE PLAN

I. INTRODUCTION

A. Section 3 Regulation.

Section 3 of the Housing and Urban Development Act of 1968 (codified at 12 U.S.C. 1701u and implemented at 24 CFR Part 75, hereinafter, "Section 3"), as amended, requires that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, or residents of the community in which the Federal assistance is spent.

B. HACLA Policy.

It is the intent and policy of the Housing Authority of the City of Los Angeles ("HACLA") to fully comply with Section 3 and to require its Contractors undertaking contracts to which Section 3 applies to demonstrate good faith effort to comply, to the greatest extent feasible, with Section 3 and the responsibilities described under this Section 3 Policy and Compliance Plan (this "Policy") by providing economic opportunities to Section 3 Beneficiaries. While Section 3 is race and gender neutral, when employment opportunities are realized through Section 3 or other means, it is HACLA's expectation that there will be equal pay for equal work in all such opportunities so that the historical and persistent pay gap between men and women can be eradicated.

C. Applicability.

This Policy shall apply whenever federal assistance triggering Section 3 compliance is triggered and when HACLA, in its sole discretion, elects to impose this Policy upon its Contractors in connection with contracting awards. HACLA's decision to impose this Policy upon Contractors shall consider whether the nature of the underlying contract is one where the imposition of this Policy is reasonably possible and in the best interest of Section 3 Beneficiaries.

D. Purposes of this Policy and Compliance Plan.

The purposes of this Policy are to create sustained employment and other opportunities for Section 3 Beneficiaries and to assist Contractors in understanding their Section 3 obligations so that they can be successful in meeting these responsibilities. These purposes are accomplished through the guidance and instruction provided in the Policy, in other Section 3 materials and publications provided by HACLA, and assistance provided by HACLA's Section 3 Compliance Administrator. HACLA has developed and continues to develop programs and procedures, all as necessary to implement this Policy, in order to realize the goals of Section 3. This Policy shall remain in effect for so long as it remains consistent with federal regulations or until amended by HACLA's Board of Commissioners.

E. Part 75 Amendments and Conflicts.

Amendments to 24 CFR Part 75 shall apply to this Policy as of the effective date of the updated regulation. Where provisions of this Policy conflict with 24 CFR Part 75, the latter shall prevail.

II. DEFINITIONS

The following terms used throughout this Policy have the following assigned meanings.

*"*Contractor*"* means any person or entity that enters into a Section 3 Contract with HACLA, or performs work on a Section 3 Contract as a Prime Contractor or Subcontractor, or is a recipient or subrecipient of Section 3 covered funds.

*"*HACLA*"* means the Housing Authority of the City of Los Angeles and its instrumentalities subject to Section 3.

"Housing and Community Development Financial Assistance" shall have the meaning ascribed by HUD or other federal agencies or departments and includes, without limitation, the following sources of funding;

a. Community Development Block Grants (CDBG);
b. Home Investment Partnership Interest (HOME);
c. Housing Opportunities for Persons With AIDS (HOPWA);
d. Neighborhood Stabilization Program (NSP);
e. Lead Hazard Control and Healthy Homes Program;
f. Rental Assistance Demonstration Program (RAD);
g. Choice Neighborhoods Program;
h. Emergency Solutions Grants (ESG);
i. Section 202 Supportive Housing for the Elderly;
j. Section 811 Supportive Housing for the Disabled; and
k. Disaster Recovery Grants.
l. Economic Stimulus Funds

"HUD" means the United States Department of Housing and Urban Development.

"Metropolitan Area" means a metropolitan statistical area established by the Office of Management and Budget, and includes its plural form "Metropolitan Areas."

*"*New Hire" means an employee hired on a permanent, temporary or seasonal basis as a direct result of a Contractor's contractual obligation in connection with a Section 3 Contract, and includes its plural form "New Hires." An employee who was on a Contractor's/Subcontractor's payroll on or prior to award of the Section 3 Contract shall not be counted towards the Contractor's/Subcontractor's New Hire benchmark goals.

"Neighborhood of the Project" also referred to as "Service Area," means an area within one mile of the Section 3 Project or, if fewer than 5,000 people live within one mile of a Section 3 Project, within a circle centered on the Section 3 Project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

"Public Housing Financial Assistance" shall have the meaning set forth in 24 CFR Part 75.3, as may be amended from time to time, as follows:

a. Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
b. Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
c. Development, modernization, and management assistance provide pursuant to section 9(d) of the 1937 Act; and
d. The entirety of a mixed-finance development project as described in 24 CFR Part 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined above in (a) through (c).

"Section 3" means Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 170lu) and implemented at 24 C.F.R. Part 75, as may be amended from time to time.

"Section 3 Benchmark(s)" shall mean those benchmarks for Section 3 compliance imposed upon a Contractor under a Section 3 Contract as provided in this Policy and includes both HUD and HACLA imposed goals.

"Section 3 Beneficiaries" refers, collectively, to Section 3 Workers, Targeted Section 3 Workers and Section 3 Business Concerns.

"Section 3 Business Concern" means a business concern as defined in 24 CFR 75.5, as may be amended from time to time, and means a business concern meeting at least one of the following criteria, as documented within the last six-month period through self-certification or other means acceptable HUD:

a. It is at least 51 percent owned and controlled by low- or very low-income persons;
b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

"Section 3 Business Registry" means a registry of business concerns maintained by HACLA that at time of business registry self-certified as to meeting the definition of a Section 3 Business Concern.

"Section 3 Contract" means a contract subject to this Policy whether by virtue of Section 3 or HACLA's imposition of Section 3 upon the contract, including without limitation, master developments agreements and disposition and development agreements pursuant to which development and redevelopment activities and projects are effectuated.

"Section 3 Economic Opportunity Plan" (EOP) means that Section 3 plan submitted by a Contractor in connection with a Section 3 Contract that commits to a plan to meet the Section 3 Benchmarks and other requirements applicable to the Section 3 Contract.

"Section 3 Project" means a Section 3 Project as defined in 24 CFR Part 75.3, as may be amended from time to time, and means housing rehabilitation, housing construction, and other

public construction projects assisted under HUD programs that provide Housing and Community Development Financial Assistance when the total amount of assistance to the project exceeds a threshold of $200,000 or $100,000 for other programs as identified in the CFR. The Project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

“Service Area” see definition of Neighborhood of the Project.

“Section 3 Worker” means any worker as defined in 24 CFR 75.5, as may be amended from time to time, and means a worker who currently fits or when hired within the past five years, fit at least one of the following categories, as documented through self-certification or other means acceptable to HUD:

a. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD
b. The worker is employed by a Section 3 Business Concerns
c. The worker is a YouthBuild participant
d. The status of a Section 3 Worker shall not be negatively affected by a prior arrest or conviction

“Subcontractor” means any person or entity that has a contract with a Contractor to undertake a portion of the Contractor’s obligation to perform work under a Section 3 Contract.

“Section 3 Worker Registry” means a registry of Section 3 Workers and Targeted Section 3 Workers maintained by HACLA, who, at the time of registry, met the definition of a Section 3 Worker or Targeted Section 3 Worker, through self-certification or other means acceptable to HUD.

“Targeted Section 3 Worker” for Public Housing Financial Assistance means a Section 3 Worker as defined in 24 CFR Part 75.11, as may be amended from time to time, and means a worker documented through self-certification or other means acceptable to HUD, who is:

a. A worker employed by a Section 3 Business Concern; or
b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    i. A resident of public housing or Section 8-assisted housing;
    ii. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
    iii. A YouthBuild participant.

“Targeted Section 3 Worker” for Housing and Community Development Financial Assistance means a Section 3 Worker as defined in 24 CFR Part 75.21, as may be amended from time to time, and means a worker documented through self-certification or other means acceptable to HUD, who is:

a. A worker employed by a Section 3 Business Concern; or
b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    i. Living within the service area or the neighborhood of the project, as defined in § 75.5; or
    ii. A YouthBuild participant.

III. PROVISIONS FOR PUBLIC HOUSING FINANCIAL ASSISTANCE AND BENCHMARKS

For purposes of this Article III, the definition of a Targeted Section 3 Worker is that applicable to a Targeted Section 3 Worker for Public Housing Financial Assistance.

A. Employment and Training.

Contractors must make their best efforts to provide employment and training opportunities generated by the assistance to Section 3 Workers and Targeted Section 3 Workers in the following order of priority:

1. To residents of the public housing projects for which the public housing financial assistance is expended;
2. To residents of other public housing projects managed by HACLA or for residents of Section 8-assisted housing managed by HACLA;
3. To participants in YouthBuild programs; and
4. To low- and very low-income persons residing within the metropolitan area in which the assistance is expended.

Section 3 Workers and Targeted Section 3 Workers are not exempt from meeting the qualifications of the position to be filled.

B. Contracting.

Contractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 Workers as set forth in their Section 3 Economic Opportunity Plan and in the following order of priority:

1. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
2. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACLA;
3. To YouthBuild programs; then
4. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area in which the assistance is provided.

C. Benchmarks.

Contractors will be considered to have complied with the requirements in this part, in the absence of evidence to the contrary, if they:

1. Certify that they have followed the prioritization efforts above (consistent with 24 CFR Part 75.9); and
2. Meet or exceed the Section 3 Benchmarks as described below, unless other specific benchmarks for compliance have been negotiated with HACLA.
   i. Twenty-five percent (25%) or more of the total number of labor hours worked by all workers employed with Public Housing Financial Assistance in the fiscal year are Section 3 Workers;
   ii. Five percent (5%) or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the fiscal year are Targeted Section 3 Workers;

iii. Thirty percent (30%) of all New Hires are Section 3 Workers;
iv. Meet Section 3 Business subcontracting goals, as may be imposed, from time to time; and
v. Satisfy other Section 3 commitments as may be set forth their Economic Opportunity Plan or other agreements with HACLA.

IV. PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE AND BENCHMARKS (SECTION 3 PROJECTS)

For purposes of this Article IV, the definition of a Targeted Section 3 Worker is that applicable to a Targeted Section 3 Worker for Housing and Community Development Financial Assistance.

A. Employment and Training.

Contractors covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers and Targeted Section 3 Workers within the metropolitan area in which the project is located in the following order of priority:

1. Section 3 Workers residing within the service area or the neighborhood of the project; and
2. Participants in YouthBuild programs.

Section 3 Workers and Targeted Section 3 Workers are not exempt from meeting the qualifications of the position to be filled.

B. Contracting.

Contractors covered by this subpart shall ensure contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area in which the project is located, as set forth in their Section 3 Economic Opportunity Plan, and in the following order of priority:

1. Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the projects; then
2. YouthBuild Programs

C. Benchmarks.

Contractors will be considered to have complied with the requirements in this part, in the absence of evidence to the contrary, if they:

1. Certify that they have followed the prioritization efforts above (consistent with 24 CFR Part 75.19); and
2. Meet or exceed the Section 3 benchmarks as described below.
   i. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 Project are Section 3 Workers;
   ii. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 Project are Targeted Section 3 Workers;
   iii. Thirty percent (30%) of all New Hires are Section 3 Workers;
   iv. Meet Section 3 Business subcontracting goals, as may be imposed, from time to

time; and

v. Satisfy other Section 3 commitments as may be set forth their Economic Opportunity Plan or other agreements with HACLA.

V. PROVISIONS FOR MULTIPLE FUNDING SOURCES, HACLA SECTION 3 PROJECTS

If a housing rehabilitation, housing construction or other public or private construction project is subject to Section 3 because the project is assisted with funding from multiple sources, Section 3 applicability and related provisions and requirements will be specified in the contract or other related agreement(s) with the Contractor in accordance with 24 CFR Part 75.29.

VI. CONTRACTOR GOOD FAITH EFFORTS

In accordance with subpart 75.15, 75.25 and HACLA's requirements, HACLA will require the vendor to engage in qualitative efforts to satisfy its benchmark goals, which may include, but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers, including notifying HACLA's Section 3 team, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
2. Contacting agencies administering Los Angeles County YouthBuild Programs, and requesting their assistance in recruiting LA County YouthBuild Program participants for training opportunities and employment positions;
3. Consulting with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and Targeted Section 3 Workers;
4. Holding job fairs;
5. Providing or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services;
6. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
7. Assisting Section 3 Workers to obtain financial literacy training and/or coaching;
8. Engaging in outreach efforts to identify and secure bids from Section 3 Business Concerns.
9. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts;
10. Dividing contracts into smaller jobs to facilitate participation by Section 3 Business Concerns;
11. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns;
12. Promoting use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses.

VII. PROVIDING OTHER ECONOMIC OPPORTUNITIES

Contractors who are unable to satisfy applicable Section 3 Worker and Targeted Section 3 Worker employment and hiring benchmarks may offer other economic opportunities to Section 3 Workers and Targeted Section 3 Workers designed to assist with upward mobility, sustained employment and self-sufficiency via participation in HACLA's Section 3 Fund. These opportunities may include, without limitation:

1. Providing assistance to apply for/or attend community college, a four year educational institution or vocational school; or
2. Sponsoring enrollments into apprenticeship and pre-apprenticeship programs.

VIII. SECTION 3 FUND CONTRIBUTIONS

A. Purpose of Fund.

In accordance with 24 CFR Part 75.15 and 75.25, HACLA has established a Section 3 Fund to permit Contractors to contribute funding for programs that lead to the development of employment skills and generate employment opportunities for Section 3 Workers. Contributions to the Section 3 Fund will be permitted in those instances where the Contractor has demonstrated to HACLA's satisfaction, that compliance with Section 3 requirements and providing other economic opportunities or qualitative efforts is not feasible or likely to lead to sustained employment. Contractor contributions to the Section 3 Fund are considered an option of last resort, as HACLA's preferred method for Contractors to meet their Section 3 benchmark goals and obligations are through the direct creation of sustained employment opportunities. HACLA does not accept Contractor contributions to the Section 3 Fund in lieu of compliance with Section 3 or this Policy.

B. Participation in Fund.

Contractors who meet the eligibility requirements set forth in Article VIII.A above, or who are unable to satisfy their Section 3 commitments as set forth in their Economic Opportunity Plan may, at HACLA's election, be permitted to contribute to the Section 3 Fund and avoid the penalties for default described in Article XIII herein, provided the Section 3 Compliance Administrator finds the Contractor's lack of compliance is due to extraordinary circumstances and not due to the Contractor's lack of good faith compliance efforts or Contractor's failure to exhaust all feasible alternatives for compliance.

C. Contribution Requirements.

1. Contractor, subcontractor or other recipient contributions to the Section 3 Fund shall be equal to the lessor of three percent (3%) of the actual dollar amount spent by HACLA under the contract, unless otherwise agreed by HACLA.

2. Section 3 Fund contributions are based solely on net amount paid to the Contractor excluding shipping fees, returns, credits and taxes. All expenses authorized under the contract, including license fees, labor, materials costs, and subcontracting expenses,

are subject to Section 3 Fund contribution calculations.

D. Payment Options.

1. For construction-related Section 3 contracts of up to one (1) year, Contractors have the option of making contributions (i) in a single up-front payment or (ii) making payments on a periodic basis following the receipt of contract payments from HACLA, provided such periodic payments must be in amounts of no less than three percent (3%) of the amount HACLA paid the Contractor for a particular installment, unless otherwise agreed by HACLA. In no event shall such contributions be deducted from the amounts due Contractor.

2. For all contracts exceeding one (1) year, Contractors have the option of making contributions (i) in a single up-front payment at contract commencement based upon the subject year's contract award value, (ii) in periodic payments of three percent (3%) or greater of each payment received from HACLA, or (iii) at the end of each contract year based upon the actual dollar amount spent by HACLA under the contract for that particular year, unless otherwise agreed by HACLA.

3. Contractors making their Section 3 Fund contribution at the end of contract year shall submit payment in full within thirty (30) days after the receipt of HACLA's invoice for payment.

4. Section 3 Fund contributions for contracts terminated before the contract year end term shall be paid in full at the time of termination.

E. Voluntary Contributions.

Contractors may contribute to the Section 3 Fund in discretionary amounts in addition to satisfying their Section 3 benchmark goals and obligations.

F. Use of Section 3 Fund Proceeds.

1. Section 3 Funds shall only be used by HACLA to further the purposes of Section 3, which are to lead to the creation of sustained employment opportunities for Section 3 Workers and Targeted Section 3 Workers.

2. Section 3 Funds shall only be used for job and vocational training, education and tuition, and employment services programs that lead to meaningful and sustained employment. Such programs include, but are not limited to:
    i. Occupational/trade training programs that provide Section 3 Worker and Targeted Section 3 Worker trainees with individualized support to enhance social, vocational and developmental skills;
    ii. HACLA-approved apprenticeship training programs and HACLA-approved pre-apprenticeship training programs designed to prepare Section 3 Worker and Targeted Section 3 Worker Trainees to enter into and succeed in an approved apprenticeship program;
    iii. Trade school, college and university degree and certification programs.

IX. SECTION 3 BUSINESS CONCERNS

A. Business owners seeking HACLA's designation as a Section 3 Business Concern must submit a Section 3 Business Certification Form (to be provided by HACLA) to be added to the Section 3 Business Registry.

B. HACLA reserves the right, but is not obligated, to accept a Contractor's certification as a Section 3 Business Concern approved by another governmental entity including such certifications provided by HUD.

C. Certification as a Section 3 Business Concern does not relieve Contractors from their Section 3 obligations, including the achievement of their Section 3 Benchmarks. All Section 3 Business Concerns are required to demonstrate compliance with Section 3 and this Policy. Businesses which desire to be identified as a Section 3 Business Concern at the time of bid or proposal submission will be required to provide HACLA with an updated Section 3 Business Certification Form, regardless of whether such businesses previously completed a Section 3 Business Certification Form or were determined eligible by HACLA.

X. SECTION 3 RECRUITMENT AND NEW HIRES

Contractors are expected to make best efforts to achieve the benchmarks and Section 3 Worker priorities outlined in this Policy and at 24 CFR Part 75. This section provides guidance for the recruitment of New Hires who are Section 3 Workers and Targeted Section 3 Workers to assist Contractors in meeting their benchmarks and obligations.

A. Recruitment Efforts.

1. HACLA maintains a database of employment-ready Section 3 Workers/Targeted Section 3 Workers who meet certain minimum qualifications for various categories of employment. Upon receipt of a completed Section 3 Job Order Form from Contractor/Subcontractor, HACLA will provide referrals of qualified candidates from the database. Contractors are expected to provide HACLA with the Section 3 Job Order Form in sufficient time to identify prospective candidates, prepare and refer them for interviews, and secure employment in advance of project commencement.

2. Upon receipt of a Section 3 Job Order Form, HACLA will refer qualified candidates for interviews for each available position. Contractors are expected to give each referred candidate full consideration for available positions.

3. Independent of HACLA's efforts and referrals, Contractors shall engage in independent employment recruitment efforts and follow the Section 3 Worker and Targeted Section 3 Worker order of hiring priority as identified in this Policy.

4. Contractors shall submit to HACLA their interview notes, including reasons for denial of employment or training opportunity and any follow up actions to be taken to assist the Section 3 Worker in the future, as applicable.

5. Section 3 Workers and Targeted Section 3 Workers are not exempt from meeting the qualifications of the position to be filled.

B. Section 3 Worker and Targeted Section 3 Worker New Hires.

1. All Section 3 Worker and Targeted Section 3 Worker New Hires shall be employees of the Contractor and shall have all the protections afforded to employees under state, federal and local laws. Contractors are expected to impose the same hiring requirements and personnel rules and policies upon Section 3 Worker New Hires as are imposed upon their other employment candidates and employees. As stated in Article I.B, HACLA expects and requires Contractors to abide by equal pay for equal work principles.

2. Contractors are required to report to HACLA within three (3) business days of hiring Section 3 Workers and Targeted Section 3 Workers and shall provide to HACLA a completed Section 3 Worker Certification Form (to be provided by HACLA) for each Section 3 Worker and Targeted Section 3 Worker.

C. Apprenticeship Programs.

1. Contractors who employ apprentices are required to utilize apprenticeship programs approved by the federal Department of Labor ("DOL").

2. Contractors who employ apprentices on construction projects that are subject to the Davis-Bacon Wage Act are required to adhere to all legal requirements for wage rates and ratios of apprentices to journeymen set forth therein.

D. Limitations.

Contractors retain the sole discretion and control over any hiring and personnel decisions. HACLA cannot and will not exercise any control over any of the Contractor's employees, including New Hires, regardless of whether they were referred by HACLA or are Section 3 Workers/Targeted Section 3 Workers recruited through other means.

E. Documented Efforts.

Contractors shall document efforts taken to recruit and interview Section 3 Workers/Targeted Section 3 Workers for hire and shall, upon reasonable request, provide HACLA with documentation that demonstrates such efforts, including interview notes, which shall include reasons for denial of employment or other actions as applicable.

F. Lack of Compliance.

A Contractor's failure to satisfy the requirements of this section may result in HACLA's determination that the Contractor has failed to demonstrate good faith efforts to comply with the requirements of Section 3 and this Policy, and may subject Contractor to the penalties for default described in Article XIII.

XI. REQUIRED SUBMISSION DOCUMENTS

A. Section 3 Economic Opportunity Plan.

1. All Contractors awarded a Section 3 Contract and their Subcontractors shall prepare an Economic Opportunity Plan ("EOP") in accordance with this Policy. The EOP shall include a plan for meeting the Section 3 Benchmarks and other requirements as specified in the solicitation.

2. Unless the solicitation specifies otherwise, a Contractor's EOP shall be submitted to HACLA with Contractor's bid/offer package. Bids/Offers submitted by Contractors without an EOP, when required, may be rejected as non-responsive and determined ineligible for contract award.

3. Unless the solicitation specifies otherwise, a Subcontractor's EOP shall be submitted to HACLA prior to commencement of the contract.

4. EOP commitments will be incorporated into the contract. Contractors are responsible for incorporating their EOP commitments in any subcontracts it awards for the contract work.

5. Failure on the part of Contractor/Subcontractors to meet the commitments set forth in Contractor's EOP may subject Contractor to the penalties for default described in Article XIII, including a determination that the Contractor is in material default of the contract.

B. Section 3 Compliance Summary Report.

1. Contractors shall provide periodic and project end reports using the Section 3 Compliance Summary Report form (to be provided by HACLA). Contractors shall submit with the Section 3 Compliance Summary Report form supporting documentation of efforts to demonstrate their good faith efforts and achievements. These documents include, but are not limited to the following:
   i. Section 3 Worker and Targeted Section 3 Worker Certification Forms
   ii. Section 3 Business Concern Certification Forms
   iii. Payroll or time-and-attendance based records
   iv. Outreach effort documentation

2. HACLA reserves the right to request from Contractor additional compliance documents to support data reported in the Section 3 Compliance Summary Report, and to request such other documents as HACLA deems necessary for verification and documentation of efforts.

XII. DEVELOPMENT AND REDEVELOPMENT PROJECTS

In recognition that large-scale development and redevelopment projects present a unique opportunity to: (i) provide job training and generate sustained employment opportunities for Section 3 Workers and Targeted Section 3 Workers, and (ii) provide numerous contracting opportunities for Section 3 Business Concerns, HACLA's Board of Commissioners has adopted

heightened expectations for Section 3 compliance and commitments on the part of HACLA's development partners and their Contractors and Subcontractors. Regardless of whether the source of funding for such projects triggers the requirements of Section 3, all such projects shall be subject to Section 3 commitments that fully-align with all Housing and Community Development Financial Assistance, Public Housing Financial Assistance and other funding sources requirements, as applicable, and shall include the following:.

A. Priorities and Commitments.

1. The project's master development agreement, disposition and development agreement, or similar agreement between HACLA and the developer, will, consistent with 24 CFR Part 75, reflect priorities for training and employment opportunities, benchmarks goals and additional negotiated commitments pertaining to New Hires, Section 3 Business Contracting, and other economic opportunities and commitments beyond HUD requirements. In all instances these commitments shall include, at a minimum, the following:

    i. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 Project will be Section 3 Workers;

    ii. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 Project will be Targeted Section 3 Workers;

    iii. Thirty percent (30%) of all New Hires on the Section 3 project will be Section 3 Workers with the highest hiring priority being residents of the subject redevelopment;

    iv. The imposition of Section 3 Business Concern subcontracting goals of no less than ten percent (10%) for all construction-related subcontracts and no less than three percent (3%) for all professional services agreements;

    v. Section 3 Worker and Targeted Section 3 Worker New Hire goals for post-construction employment opportunities under contracts that support the redevelopment such as property management, social services/youth programming, and retail lease agreements, with the highest hiring priority being residents of the subject redevelopment;

    vi. The commitment to engage in qualitative efforts to encourage, enable and assist Section 3 Workers and Targeted Section 3 Workers to obtain training and secure employment on the project as set forth in Article VI. Financial commitments for pre-apprenticeship and apprenticeship programs should be expected and included when feasible; and

    vii. Section 3 compliance fees should be included in all such commitments that are reasonably-related to the cost of monitoring Section 3 compliance over the life of those commitments.

2. The developer is responsible for submitting to HACLA a detailed Section 3 Economic Opportunity Plan (may also be referred to as Construction Local Hiring and Contracting

Plan or Post-Construction Local Hiring and Contracting Plan, as appropriate) that details its approach, methods and resources to be used to meet and/or exceed HUD and HACLA benchmark goals, prioritization efforts and additional negotiated commitments.

3. The developer's specific, negotiated Section 3 commitments shall be made applicable to developer's Contractors, Subcontractors and all other businesses employed on the project.

4. The developer will be held responsible for enforcing Section 3 requirements and project commitments, and for monitoring its Subcontractors' performance for compliance.

B. Penalties.

In the event the developer fails to meet its commitments and cannot demonstrate to HACLA's satisfaction that good faith efforts have been made to fulfil their commitments, it shall be subject to penalties for non-compliance as negotiated in its master development agreement, disposition and development agreement or similar agreement between HACLA and the developer. Shall no such penalty agreement exist, the penalties for non-compliance set forth at Artcile XIII.B shall apply to the project.

C. Conflicts.

Except as expressly set forth herein, Section 3 requirements and this Policy shall apply to the project. In the event of any perceived or actual conflicts between developer's specific, negotiated Section 3 commitments and the requirements of 24 CFR Part 75 and/or this Policy, HACLA's determination shall be final and binding.

XIII. COMPLIANCE

A. Reviews for Compliance.

1. HACLA may periodically audit Contractors'/Subcontractors' performance for compliance with the requirements of Section 3 and this Policy, and may conduct periodic project site visits and employee interviews to support such efforts.

2. In connection with an audit for compliance, HACLA reserves the right to request from Contractors/Subcontractors reports and information concerning its efforts to comply with the requirements of Section 3, this Policy, and the Section 3 Contract's related contract terms and conditions.

B. Penalties for Non-Compliance.

1. Contractors who fail to comply with their EOPs or otherwise fail to meet their Section 3 commitments and obligations as set forth in their Section 3 Contract and/or EOP, shall, following notice and a reasonable opportunity to cure (as determined by HACLA in its sole discretion based upon the circumstances), be deemed in material default of their contracts, and may be subject to administrative penalties and/or debarment as follows:

    i. 1st Violation: Administrative penalty of ten percent (10%) of the contract award

amount including all amendments.

ii. 2nd Violation: Administrative penalty of additional ten percent (10%) of the contract award amount including all amendments.

iii. 3rd Violation: Debarment, suspension, denial of participation in HACLA contracting or HUD programs in accordance with 2 CFR Part 2424, and elsewhere.

2. Contractors and Subcontractors who engage in intentional acts of fraud such as providing false information, materially inaccurate information, or material omissions in the completion of Section 3 forms, including without limitation, certifications, payroll records, or project labor hour records, may be subject to debarment, suspension from, or denial of participation in HACLA, HUD and federal contracting, and may also be subject to criminal and/or civil liabilities and penalties.

XIV. RECORDS RETENTION

HACLA and any of its duly authorized representatives shall, until five years after final payment under the Section 3 Contract, have access to and the right to examine any Contractor or Subcontractor books, payroll records, documents, papers, or other records concerning Section 3 benchmarks, good faith efforts and reported achievements for the purpose of making audit, examination, or in response to HUD request.

XV. RESOURCES

A. General Information.

HUD publishes general information concerning Section 3, including the federal regulations implementing Section 3 (24 CFR Part 75), at www.hud.gov/section3.

B. HACLA Forms.

All HACLA forms referenced in this Policy are available online at www.hacla.org/forms or by contacting HACLA's Section 3 Compliance Administrator at: section3@hacla.org. Additional Section 3 information and links are available at www.hacla.org/section3.

C. Questions and Complaints.

1. Questions or complaints concerning this Policy should be directed to HACLA's Section 3 Compliance Administrator:

   Housing Authority of the City of Los Angeles
   Section 3 Compliance Administrator
   2600 Wilshire Blvd., 4th Floor
   Los Angeles, CA 90057
   Email: section3@hacla.org

2. Consistent with 24 CFR Part 75.33, complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

History:

02/27/14: Section 3 Compliance Plan adopted by Board Resolution No. 9167
11/28/17: Plan revisions approved by Board Resolution No. 9693
06/24/21: Plan replaced with this new Policy approved by Board Resolution No. 9714

EXHIBIT 3 TO LOCAL HIRE AND SECTION 3 RIDER

Procurement Plan for Jordan Downs Redevelopment

[attached]

Exhibit 1. Master Developer Procurement Policy and Procedures
PROCUREMENT PLAN FOR JORDAN DOWNS REDEVELOPMENT

Project:	Jordan Downs, Los Angeles, CA
Master Developer:	Jordan Downs Community Partners LLC
Owner:	To-be formed for each phase of the Project, with an affiliate of one or both Guarantors as general partner(s) or member(s)
Guarantors:	The Michaels Development Company I, L.P. BRIDGE Housing Corporation
Housing Authority:	Housing Authority of the City of Los Angeles

GENERAL PROVISIONS

General

The Master Developer is a private entity developing the Project for private ownership in phases by Owners, and in general is not bound by procurement laws applicable to public agencies or publicly-owned projects. Nonetheless, the Master Developer is cognizant of the public and community interest in the Project and wishes to provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Master Developer; ensure that supplies and services (including construction) are procured efficiently, effectively, and are the most advantageous to the Master Developer and Project, taking into consideration price, quality and other factors; utilize small and disadvantaged businesses and local residents in the Project so as to strengthen the social and economic fabric of the surrounding community; promote to the maximum extent practical open and free competition in contracting; and assure that Master Developer's purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

To the extent that any purchasing actions are performed by Owners and not Master Developer, Master Developer will nonetheless ensure compliance with this Procurement Plan in such Owner purchasing actions.

Definition

The term "procurement," as used in this Plan, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction services; (3) architectural and engineering services, (4) maintenance; (5) social services and (6) other services.

ETHICS IN CONTRACTING

General

The Master Developer hereby establishes this code of conduct regarding procurement issues and actions. This code of conduct is consistent with applicable Federal, State, or local law.

Conflicts of Interest

No employee, officer, Board member, or agent of the Master Developer shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. Such a conflict would arise when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

A. An employee, officer, Board member, or agent involved in making the award;

B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);

C. His/her partner; or

D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of value from any contractor, potential contractor, or party to any subcontract involved in the Project, except a gift or unsolicited item in which the financial interest is not substantial, and shall not knowingly use confidential information for actual or anticipated personal gain. Any gift, meal or entertainment with a cost of less than $50 is presumed to have an insubstantial financial interest.

PURCHASING METHODS

With respect to each procurement activity, one of the following purchasing methods will be employed by the Master Developer as deemed appropriate by the Master Developer:

Petty Cash Purchases

Purchases under $1,000 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, the Master Developer shall ensure that security is maintained and only authorized individuals have access to the account. These accounts should be reconciled and replenished periodically.

Small Purchase Procedures

For any amounts above the Petty Cash ceiling, but not exceeding $100,000, the Master Developer may use small purchase procedures. Under small purchase procedures, the Master Developer shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than $5,000, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. An award shall be made to

the qualified vendor whose offer or bid is the most advantageous to the Master Developer, considering price, quality and other factors. If an award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The Master Developer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

Sealed Bids

Sealed bidding may be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this document. Under sealed bids, the Master Developer publicly solicits bids and awards a firm fixed-price or time and materials with a not to exceed contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bid (IFB), is the lowest in price.

A. **Conditions for Using Sealed Bids.** The Master Developer may use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, final plans and specifications, or accurate purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed or time and materials with a not to exceed price; and the selection of the successful bidder can be made principally on the lowest price.

B. **Solicitation and Receipt of Bids.** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that an award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored **unopened** in a secure place until the bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

C. **Bid Opening and Award**. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for inspection by bidders and/or by governmental agencies, lenders, investors, or other properly interested parties.. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall **not** be made unless the price can be determined to be reasonable, based on a cost or price analysis.

D. **Mistakes in Bids**. Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to

allow correction or withdrawal of a bid shall be supported by a written determination signed by the Master Developer's contracting officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the Master Developer or fair competition shall not be
permitted.

Competitive Proposals

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. An award is normally made on the basis of the proposal that represents the best overall value to the Master Developer, considering price and other factors, e.g., technical expertise, past experience, quality and capacity of proposed bidder, schedule to execute scope of work, etc., and not solely the lowest price.

A. **Conditions for Use**. Where conditions are not appropriate for the use of sealed bidding or where other factors exist that make the use of sealed bidding less advantageous to the Master Developer, competitive proposals may be used. Such other factors include a determination by the Master Developer that it is in the Master Developer's best interests to engage a Contractor prior to finishing a complete, adequate, and realistic statement of work, final plans and specifications, or accurate purchase description so to use the Contractor's knowledge and experience to develop the statement of work, plans and specifications or purchase description or to value engineer the products or services, in accordance with best practices in the private sector for similar projects. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.

B. **Form of Solicitation**. Competitive proposals shall be solicited through the issuance of an RFP or RFQ (where price is not an element of the selection). A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established **before** the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The Master Developer may assign price a specific weight in the evaluation criteria or the Master Developer may consider price in conjunction with technical and other factors.

C. **Evaluation**. The proposals shall be evaluated by an employee or employees of the Master Developer who have the appropriate skills and experience to evaluate the proposal. Such employees shall be required to disclose any potential conflicts of interest. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract. One employee shall be deemed to be the contracting officer and shall have primary contact with each offeror.

D. **Negotiations**. Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the technical, price and other factors used to evaluate the proposals. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the Master Developer and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. The primary object of the negotiations is to maximize the Master Developer's ability to obtain best value. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the Master Developer to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.

E. **Award**. After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the Master Developer provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

Noncompetitive Proposals

A. **Conditions for Use**. Procurement by noncompetitive proposals (sole-source) may be used when the award of a contract is not feasible using small purchase procedures, sealed bids or competitive proposals, **and** if one of the following factors applies:

1. The item or service is available only from a single source, based on a good faith review of available sources;

2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Master Developer or the Project, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services or construction necessary simply to meet the emergency;

3. A public exigency circumstance; or

4. After solicitation of a number of sources, competition is determined inadequate by the Master Developer.

B. **Justification**. Each procurement based on noncompetitive proposals shall be supported by a written justification by the responsible contracting officer for the selection of this method.

SOLICITATION AND ADVERTISING

Method of Solicitation

A. **Petty Cash and Micro Purchases**. The Master Developer may contact only one source if the price is considered reasonable.

B. **Small Purchases**. Quotes may be solicited orally, through fax, or by any other reasonable method.

C. **Sealed Bidding and Competitive Proposals**. Solicitation must be done either publicly or by contacting at least three potential bidders/offerors. If the public solicitation method is used, the Master Developer must use one or more of the following solicitation methods, provided that the method employed provides for meaningful competition.

1. Advertising in newspapers or other print mediums of local or general circulations.

2. Advertising in various trade journals or publications (for construction).

3. E-Procurement. The Master Developer may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with Federal, State and local requirements.

Time Frame

For purchases of more than $100,000 in which public solicitation is used, the public notice should run at least once for a reasonable amount of time.

Form

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number or other identifying name for the solicitation, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s) and/or service(s).

Time Period for Submission of Bids and Proposals

A minimum of 15 days shall generally be provided for preparation and submission of bids or proposals. However, the Master Developer may allow for a shorter period under extraordinary circumstances.

Cancellation of Solicitations

A. An IFB, RFP, RFQ or other solicitation may be cancelled before bids/offers are due if:

1. The supplies, services or construction is no longer required;
2. The funds are no longer available;
3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
4. Other similar reasons.

B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

1. The supplies or services (including construction) are no longer required;
2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
3. All factors of significance to the Master Developer were not considered;
4. Prices exceed available funds and it would not be appropriate to adjust quantities or services to come within available funds;
5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
6. For good cause of a similar nature when it is in the best interest of the Master Developer.

C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.

D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.

F. If problems are found with the specifications, the Master Developer should cancel the solicitation, revise the specifications and resolicit.

BONDING REQUIREMENTS

The standards under this section apply to construction contracts that exceed $100,000. There are no bonding requirements for small purchases or for other competitive proposals. The Master Developer may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds. For construction contracts exceeding $100,000, the successful bidder shall furnish an assurance of completion which would typically be in the form of a performance and payment bond in a penal sum of 100% of the contract price, obtained from a guarantee or surety company acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed.

MDA AND LEGAL REQUIREMENTS

Local Hire and HUD Section 3 Requirements. The Master Developer shall structure any solicitation or procurement decision and any resulting contract with the intent of fulfilling local hiring commitments contained in the Master Development Agreement with the Housing

Authority, including, but not limited to, a goal to provide at least thirty percent (30%) of all construction and post-construction jobs generated by the Redevelopment shall be set aside first for residents of Jordan Downs, second to residents from other HACLA public housing developments in Watts, and third to residents of the City of Los Angeles (the "**City**") to the maximum extent feasible. Master Developer shall strive and use Best Efforts to set aside at least ten percent (10%) of all construction work hours for Disadvantaged Workers, as defined below. Of the local hiring conducted in relation to this Agreement, the Master Developer, Individual Developers, and Owner Entities, as applicable, may count Disadvantaged Worker hours toward the thirty percent (30%) local hire commitment. A Disadvantaged Worker, for purposes of this Agreement, means an individual whose primary place of residence is in the City, and who, prior to commencing work on the Redevelopment, either: (a) has a household income of less than fifty percent (50%) of Area Median Income or (b) faces at least one of the following barriers to employment: (i) is homeless, (ii) is a custodial single parent, (iii) is receiving public assistance; (iv) lacks a GED or a high school diploma, (v) has a criminal record or other involvement with the criminal justice system, or (vi) suffers from chronic unemployment.

Davis-Bacon and Prevailing Wage Requirements. The Master Developer shall structure any solicitation or procurement decision and any resulting contract to require contractors to comply with all applicable labor standards, including but not limited to the Davis-Bacon Act (40 U.S.C. § 276a *et seq.*), State prevailing wage laws, and City of Los Angeles "living wage" laws, as applicable. Pursuant to 24 C.F.R. § 965.101, if State prevailing wage rates (including basic hourly rate and fringe benefits) determined under State law to be prevailing with respect to an employee in any trade exceed the applicable wage rate as determined by the Secretary of Labor pursuant to the Davis-Bacon Act, such State prevailing wage rate shall not preempt the Davis-Bacon wage rates and shall not apply to the work to be performed pursuant to this Agreement provided that the work to be performed is assisted by HUD funds. Master Developer and its contractors shall be responsible for determining the applicability of prevailing wages.

CONTRACTOR QUALIFICATIONS AND DUTIES

Contractor Responsibility

The Master Developer shall not award any contract until the prospective contractor, i.e., low responsive bidder or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

A. Have adequate financial resources to perform the contract, or the ability to obtain them;

B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;

C. Have a satisfactory performance record;

D. Have a satisfactory record of integrity and business ethics;

E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

G. Have any required business and professional licensing, including a City of Los Angeles business license if required; and

H. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (**24 CFR Part 24**) or by other Federal agencies, e.g., Dept of Labor for violation of labor regulations. . Master Developer will confirm, prior to award of a contract, that the proposed Additional Team Member has not been debarred, or otherwise declared ineligible for award, by an applicable regulatory agency. The following non-exclusive sources shall be reviewed when required:

a) U.S. General Services Administration's "List of Parties Excluded From Federal Procurement and Non-procurement Programs"

b) U.S. Department of Housing and Urban Development's "Limited Denial of Participation" List

c) Office of State Purchasing (OSP) Quasi Agencies Notification List

Excluded Contractors. Master Developer will not contract with any sole proprietor or any bidding entity if any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, under the following circumstances:

1. A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on the Project:

(a) Public bribery

(b) Corrupt Influencing

(c) Extortion

(d) Money laundering

2. A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on the Project for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

(a) Theft

(b) Identity theft

(c) Theft of a business record

(d) False accounting

(e) Issuing worthless checks

(f) Bank fraud

(g) Forgery

(h) Contractors; misapplication of payments

(i) Malfeasance in office

Master Developer is not required to perform criminal background checks on contractors, vendors, or subcontractors. Each bidder shall be required to attest that it/he/she has not, nor has any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity been convicted of, or has not entered a plea of guilty or nolo contender to any of the crimes or equivalent crimes listed in the preceding paragraph. It shall be the responsibility of any person, company, or entity making an allegation of false attestation to present prima facie proof to Master Developer supporting their claim.

CONTRACT PRICING ARRANGEMENTS

Contract Types

Any type of contract that is appropriate to the procurement and that will promote the best interests of the Master Developer may be used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the Master Developer.

For all contracts based on cost-reimbursement plus an amount or percentage for profit, the contract must include a ceiling price that the contractor exceeds at its own risk, or other appropriate mechanism to contain costs.

CONTRACT CLAUSES

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the Master Developer. All contracts entered into shall contain all standard provisions required by HUD and Housing Authority and shall conform to the requirements of this Plan.

SPECIFICATIONS

General

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Master Developer's needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase.

Limitation

The following types of specifications shall be avoided:

A. geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E and general contractor contracts, which may include geographic location as a selection factor if adequate competition is available);

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES

Required Efforts

Consistent with Presidential Executive Orders 13170, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and disadvantaged businesses, and other individuals or firms located in or owned in substantial part by persons residing in the area of the Project are used when possible. Such efforts shall include, but shall not be limited to:

A. Including such firms, when qualified, on solicitation mailing lists;

B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

F. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the Project area and to award subcontracts for work in connection with the Project to business concerns which provide opportunities to low-income residents, as described in **24 CFR Part 135** (so-called Section 3 businesses);

G. Granting preferences in contract award to Section 3 businesses; and

H. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Definitions

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in **13 CFR Part 121** should be used to determine business size.

2. A **disadvantaged business** is a business entity ≥51% owned or controlled by "socially and economically disadvantaged" persons.

    a. "Socially disadvantaged" = those who have been subject to racial or ethnic prejudice or cultural bias within American society because of their identification as members of certain groups. Persons of color are presumed to qualify; others can demonstrate by preponderance of evidence.

    b. "Economically disadvantaged" = impaired ability to compete due to lack of access to capital and credit opportunities (all applicants must demonstrate)

4. A **"Section 3 business concern"** is as defined under **24 CFR Part 135**.

5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in **20 CFR Part 654**, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

EXHIBIT 4 TO LOCAL HIRE AND SECTION 3 RIDER

Assistance to Small, Minority, Women's, Labor Surplus Area, Section 3, and Resident Business Enterprises

REQUIRED EFFORTS

Consistent with Presidential Executive Orders 11625, 12138 and 12432, Title VI of the Civil Rights Act of 1968, and Section 3 of the Housing and Urban Development Act of 1968, as amended, Partnership shall make efforts to ensure that small, minority-owned and woman-owned business enterprises, labor surplus area businesses, and individuals or firms located in, or owned in substantial part by persons residing in, the area of an Authority housing development are used when possible. Such efforts shall include, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;
2. Encouraging the participation of such firms through direct solicitation of bids or proposals whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
5. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the City of Los Angeles Mayor's Office of Economic Development;
6. Including in all contracts funded from sources covered by Section 3, the Section 3 requirements and compliance goals for labor hours, employment, training of public housing residents and Section 3 Workers/Targeted Section 3 workers in general, and for contracting and subcontracting with businesses owned by public housing residents or which otherwise meet the criteria of a Section 3 business concern. Pursuant to 24 CFR 75, efforts shall be directed to award Section 3 covered contracts, to the greatest extent feasible to Section 3 business concerns.
7. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in 1 through 6 above.

Anticipated levels of participation may periodically be established by the Authority for small, minority-owned and woman-owned business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project, in the Authority's prime contracts and subcontracting opportunities.

EXHIBIT 5 TO LOCAL HIRE AND SECTION 3 RIDER

Section 3 Reports Schedule

To be reported at contract execution:

a. Section 3 Economic Opportunity Plan and Section 3 Business Concern Self-Certification Form – all subcontractors to submit this document to identify new hire commitments, subcontracting and commitment to comply with labor hour benchmark requirements.

To be reported monthly or in real time:

a. Section 3 Worker r Certifications – to understand how many Section 3 Workers and Targeted Section 3 Workers were hired, if the subcontractors are meeting their commitments, if the order of hiring priority is being observed (may be required to attach documentation of efforts).
b. Compliance with labor hour requirements under 24 CFR 75.

To be reported as agreed between parties:

Section 3 Compliance Report - to include Section 3 labor hour, new hire and business contracting information–

Project Closeout:

a. Submit documentation of good faith efforts to meet or exceed Section 3 requirements and commitments
b. Submit final labor hour, new hire, disadvantaged worker and section 3 business contracting data.
c. Submit final Section 3 Compliance Report

EXHIBIT F

Feasibility Plan Requirements

Subject to the provisions of Section 3.8(d) and 3.9(b) of this Lease, any Feasibility Plan submitted by Tenant to Landlord shall, at a minimum, include the following:

(a) A statement describing the Tenant's reasons for deviating from the affordability requirements of this Lease and the Regulatory Agreements.

(b) A demonstration that any deviation from the affordability requirements of this Lease and the Regulatory Agreements is only to the extent necessary to preserve the viability of the Project and the affected Residential Units while maintaining the affordability of the Residential Units to the maximum extent practicable.

(c) An explanation of the Tenant's proposed remedies, including, but not limited to: (i) how the Tenant will select the units and families, including the number of units and income levels for such units that will be affected by rent increases; (ii) a timetable for the implementation of the Feasibility Plan; and (iii) the impact on existing residential tenants.

(d) A statement of all steps Tenant has taken with regard to the Project to offset the loss of any subsidy, including the use of other public and private development resources, the use of cash flow, and funds from other operating deficit reserves.

(e) An explanation of proposed Operating Expense reductions and modifications to Project operations to improve financial performance.

(f) A financial statement showing actual operating expenses and revenues over the past 5 years and the projected expenses and revenues over the next 10 years.

(g) A statement that Tenant has provided, or will provide, all affected residential tenants with at least ninety (90) days' notice prior to the implementation of the approved Feasibility Plan or any rent increases.

(h) A certification that upon reinstatement of any terminated subsidies or the finding of alternative subsidies or financial structures that Tenant will reinstate the affordability restrictions of this Lease and the Regulatory Agreements proportionate to the reinstated subsidies.

(i) An update to the Feasibility Plan shall be submitted by Tenant to Landlord at least annually for Landlord's review and approval to ensure that the provisions of the Feasibility Plan continue to be appropriate.

EXHIBIT G

Property Management and Re-Occupancy Plan

[attached]

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MANAGEMENT & REOCCUPANCY PLAN
Jordan Downs Area H2A

(Final Date to be inserted here)

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Attachments to this Amended and Restated Property Management and Re-occupancy Plan, all based on a previous Jordan Downs phase and will be updated to reflect the final unit mix and funding sources along with this Plan closer to lease up:

Attachment 1 - Marketing and Tenant Selection Plan	Attached.
Attachment 2 - Lease Up Plan	Incorporated into Attachment 1.
Attachment 3 - Maintenance and Repair Plan	Attached.
Attachment 4 - Form of lease and all applicable riders, addenda and attachments	Attached.
Attachment 5 - Security Plan	Attached.
Attachment 6 - Relocation Plan	See DDA
Attachment 7 - Supportive Services Plan	Attached (also see Ground Lease)
Attachment 8 - Section 3 Plan	Attached (see also Ground Lease).
Attachment 9 - Procurement Plan	Attached.
Attachment 10 – Relocating Resident Re-Occupancy Process	Attached.
Attachment 11- Staffing Plan	Attached.
Attachment 12 – Affordability Restrictions	See Ground Lease Exhibit C.
Attachment 13 – Section 504 and ADA Plan	To Be Attached
Attachment 14 – Language Assistance Plan	To Be Attached
Attachment 15 – VAWA Policy	To Be Attached

1. MANAGEMENT PLAN

This PROPERTY MANAGEMENT AND RE-OCCUPANCY PLAN (the "**Plan**") is made and entered into as of _____ by and between The John Stewart Company, a California corporation ("**Agent**"), Jordan Downs 3, LP, a California limited partnership ("**Owner**"), and the Housing Authority of the City of Los Angeles ("**HACLA**" or "**Authority**")..

The Property Management and Re-occupancy Plan (the "**Plan**") sets forth an outline of procedures and guidelines to follow in the management of Jordan Downs Phase Area H2A (the "**Property**"). It is the intent of this Plan and all parties involved to create a decent, safe and sanitary living environment for the residents of the Property and to operate the Property in accordance with the Applicable Regulatory and Operating Requirements.

The Property is a 76 unit multi-family development, along with other ancillary improvements located in the Watts section of Los Angeles as outlined in the Property Summary attached as Attachment A to this Plan.

This Plan has been finalized and approved in accordance with Section_____of the Disposition and Development Agreement. The parties recognize and agree that this Plan remains subject to the review and approval of HCD.

1.1 DEFINITIONS

AHP Requirements - means the requirements arising from any Federal Home Loan Bank Affordable Housing Program funds used in connection with the Property.

Applicable Regulatory and Operating Requirements- means the applicable regulatory requirements and standards outlined in the RAD Requirements, the PBV Requirements, the Tax Credit Requirements, the Authority's Section 8 Administrative Plan as it applies to the Property, HCD Requirements, AHP Requirements, the laws of the State of California, and such other regulatory and funding requirements to which the Property is subject.

Authority- means the Housing Authority of the City of Los Angeles.

Disposition and Development Agreement- means that Disposition and Development Agreement entered into between the Authority and Owner outlining various plans and requirements related to development and operation of the Property.

Former Project - means the 700 unit Jordan Downs public housing community, located between Grape, Alameda, 97th and 103rd streets in the Watts section of Los Angeles.

Ground Lease- means that certain Ground Lease for the Property between the Authority and the Owner dated as of January 1, 2020, and a memorandum of which was recorded on January 10, 2020 in the Official Records Recorder's Office, Los Angeles County, California as Instrument No. 2017-345811.

HAP Contracts- means, collectively, the PBV HAP Contract and the RAD HAP Contract.

HCD - Means the California Department of Housing and Community Development.

HCD Requirements - means the requirements arising from any financing from HCD and used in connection with the Property, including the Infill Infrastructure Grant Program (IIG) and the Uniform Multifamily Regulations (25 CCR 8300).

Marketing and Tenant Selection Plan- means that plan outlining the methods Agent, Owner and Authority will employ to market the Property, and screen applicants the Authority has referred all in accordance with the Applicable Regulatory and Operating Requirements. The Marketing and Tenant Selection Plan is Attachment 1 to this Plan.

Operating Budget- means that operating budget for the Property which includes; but is not necessarily limited to costs for marketing, lease-up, operation, repair, maintenance and improvement of the Property prepared by Agent and approved by both Owner and the Authority.

Partnership Agreement- means that Amended and Restated Agreement of Limited Partnership of Owner.

PBV HAP Contract – means the Housing Assistance Payments Contract between the Authority and the Owner for the PBV Units.

PBV Requirements- means all statutory, regulatory (24 CFR part 983) and programmatic requirements applicable to the PBV Units, including those requirements contained in the HAP Contract for the PBV Units, the Authority's Section 8 Administrative Plan, and all applicable federal statutory, regulatory and executive order requirements, as those requirements may be amended from time to time.

PBV Units- means those forty-five (45) Property units which are subject to a PBV HAP Contract and operated in accordance with the PBV Requirements.

Procurement Plan- means that Procurement Plan for Jordan Downs Redevelopment, prepared by affiliates of Owner and Agent, and approved by the Authority, which outlines contracting procedures for construction and post-construction activities, including those undertaken by Agent, for the Property, and which is Attachment 9 to this Plan.

RAD HAP Contract – means the Housing Assistance Payments Contract between the Authority and the Owner for the RAD Units.

RAD, PBV and Resident Rights Addendum- means that RAD, PBV and Resident Rights Addendum attached to the Management Agreement which sets forth requirements and processes applicable to RAD Units and PBV Units.

RAD Requirements- means all applicable statutes, regulations and guidance and other requirements issued by HUD for the Rental Assistance Demonstration (**RAD**) program, as they become effective, including but not limited to (1) the Consolidated and Further Continuing Appropriations Act of 2012, all applicable statutes and any regulations issued by

HUD for the RAD program, as they become effective and (2) all current requirements in HUD handbooks and guides, notices (including but not limited to, Notice PIH 2019-23 (HA), as it may be amended from time to time), and Mortgagee letters (if any) for the RAD program, (3) the HAP Contract for the RAD Units and the RAD Use Agreement entered into between the Authority, Owner and HUD, and recorded against the Property, and (4) and all updates, changes and amendments thereto, as they become effective.

RAD Units- means those nine (9) units which are subject to a RAD HAP Contract and operated in accordance with the RAD Requirements.

Relocating Residents- means those residents in good standing relocating from the Former Project, which residents will be the initial occupants of the RAD Units and PBV Units.

Relocating Resident Re-Occupancy Process- means that Re-Occupancy and PIC Removal Application and Amendment Process which is Attachment 10 to this Plan.

Relocation Plan- means that Relocation Plan for Jordan Downs prepared for the Housing Authority of the City of Los Angeles and dated August 26, 2016 and updated December 2018, and _____ and future updates and they become available, which provides for the relocation of residents from the Former Project and rehousing of residents of the Former Project in the redeveloped Jordan Downs development which is Attachment 6 to this Plan.

Replacement Units- means those39 units at the Property which will be initially occupied by Relocating Residents from the Former Project, and which are comprised of 9 RAD Units and 30 PBV Units.

Section 3 Plan- means that certain plan developed by Owner and approved by the Authority and attached to this Plan as Attachment 8.

Site-Specific RAD/PBV Waiting List- means that waiting list for the RAD Units and PBV Units held by the Authority, which will be utilized following initial lease up. The Authority will screen applicants and ensure eligibility in accordance with the RAD Requirements for RAD Units and/or the PBV Requirements for PBV Units and the Agent will screen for eligibility under the Tax Credit Requirements and suitability in accordance with the Applicable Regulatory and Operating Requirements.

Tax Credit Requirements or LIHTC Requirements- means those requirements in Section 42 of the Internal Revenue Code of 1986 (**Code**) and established by the California Tax Credit Allocation Committee (**CTCAC**) with respect to development and operation of units funded pursuant to the Code and allocated by CTCAC.

1.2 PARTIES AND THEIR RESPECTIVE ROLES

Jordan Downs 3, LP (**Owner**) recognizes its overall responsibility for the operation of the Property, ensuring it is maintained in good and safe order, condition and repair, maintaining its financial viability in accordance with and ensuring it complies with Applicable Regulatory and Operating Requirements, the Ground Lease, the Partnership Agreement and all applicable funding requirements.

Owner has engaged The John Stewart Company **(Agent)** through a management agreement (**Management Agreement**) which delegates day-to-day decisions concerning the marketing and management of the Property to Agent. The responsibilities of the Agent in managing the Property shall include:

a) Personnel – The Agent will hire all personnel necessary to effectively operate the Property in accordance with the staffing plan (**Staffing Plan**) which is Attachment 11 to this Plan.

b) Accounting – In a form acceptable to the Owner, the Agent will maintain books of accounts and records accurately reflecting the operation of the Property, Agent will ensure that all financial records are in accordance with prescribed governmental and generally accepted accounting principles.

c) Marketing – Subject to the approval of the Owner, the Agent shall develop and implement strategies for the marketing of rental units at the Property in accordance with the Marketing and Tenant Selection Plan in Attachment 1 of this Plan.

d) Leasing – The Agent shall accept applications at the Jordan Downs site location and select and screen applications in accordance with applicable governmental regulations, Applicable Regulatory and Operating Requirements, and the Marketing and Tenant Selection Plan. Agent shall enter into such leases with tenants which have been prepared consistent with this Plan and other governing documents, and which comply with all Applicable Regulatory and Operating Requirements (**Lease**). The form of Lease shall be approved by Owner and the Authority and is Attachment 4 to this Plan.

e) Rent Collection and Lease Enforcement – Agent shall exercise diligence in collecting rents and other income generated by the Property and will enforce the provisions of all Leases in accordance with all Applicable Regulatory and Operating Requirements as well as all applicable state and local landlord-tenant laws, including providing such opportunities for redress prior to eviction, as outlined in this Plan. Agent shall institute any and all legal actions necessary for the collection of rents and other income and for the removal of tenants or other persons from the Property in accordance with Applicable Regulatory and Operating Requirements and all applicable state and local landlord-tenant laws.

f) Maintenance, Repairs and Utilities – The Agent shall maintain and repair the Property consistent with the financial means of the Property to do so such that it is in good and safe condition and repair. Such repairs shall be in accordance with the preventative maintenance schedule approved by Owner and is Attachment 3 to this Plan (**Maintenance and Repair Schedule**) and undertake such additional repairs as necessary to maintain the Property and ensure that utilities and other services are available as outlined in this Plan.

g) Social Services – The Agent shall, consistent with the financial means of the Property, provide for resident activities and social services in accordance with the service plan for the Property (**Supportive Services Plan**) in Attachment 7 to this Plan; provided, however, that in no circumstances shall the level of Supportive Services provided be less than as required under Exhibit H of the Ground Lease Agreement by and between the Authority and the Owner and dated as of April 1, 2022.

h) Regulatory Compliance -- Agent shall ensure that the Property is operated in accordance with all Applicable Regulatory and Operating Requirements.

i) Other Services – The Agent shall perform any other services related to the Property as described in the Management Agreement, this Plan and as required by Applicable Regulatory and Operating Requirements, and to the extent additional services are required that fall outside those duties and responsibilities as prescribed in the Management Agreement, Agent will so notify Owner and Authority of cost and will be reimbursed such cost upon being invoiced, in advance of performing such duties and responsibilities, unless those services are required due to an emergency.

j) Limited English Proficient Persons – The Agent shall ensure that leases and other communications with Limited English Proficient Persons are made in accordance with applicable HUD regulations, including HUD's January 22, 2007 "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

The Housing Authority of the City of Los Angeles (**Authority**) has an oversight role with respect to the Property, as ground lessor under the Ground Lease, lender under applicable loan documents, and contract administrator under the HAP Contracts. The Authority is also the party responsible for facilitating relocation of the Relocating Residents from the Former Project to the newly redeveloped Property. In order to fulfill its role, the Authority has the right to review, monitor and recommend various management and operations standards and procedures as outlined in this Plan and elsewhere, and will sign this Plan, along with the Owner and Agent, to signify the Authority's concurrence with the processes and requirements contained herein and to acknowledge its obligations under this Plan. Any material changes to this Plan shall be approved by Owner, Agent and the Authority.

2. MANAGEMENT OF THE PROPERTY

2.1 MANAGEMENT PLAN GOALS

a) To provide a desirable, well maintained and affordable place to live in compliance with all applicable federal, state, or local laws prohibiting discrimination in housing on the basis of age, race, religion, sex, color, familial status, handicap/disability, national origin, marital status, ancestry, gender identity or sexual orientation and in compliance with Applicable Regulatory and Operating Requirements.

b) To house eligible residents and maximize occupancy and rent collection.

c) To provide effective and timely services to the residents while responsibly maintaining the Property.

d) To maintain effective working relationships with resident association(s), federal, state and local government entities, lenders and investors.

2.2 MANAGEMENT OPERATIONS

The Agent will continually review the Plan and advise the Owner of changes deemed by the Agent to be necessary or desirable.

a) As provided in the Management Agreement, the Owner delegates authority for management of the Property on a day-to-day basis to the Agent. As provided in the Management Agreement, the Owner, and in limited circumstances the Authority, has the authority to remove the Agent. The Agent will be charged with specific performance of activities in accordance with this Plan and will, by means of the Operating Budget, financial statements, monthly reports and personal conferences, advise the Owner on the operation of the Property.

b) The Agent has entered into a Management Agreement with the Owner and will be paid a fee for its services as provided therein. The Management Agreement outlines the general responsibilities of the Agent in part as follows:

1) The Agent will prepare the Operating Budget which is subject to review and approval by the Owner, Authority, applicable lenders, investors , and as required or otherwise requested, governmental entities. The Agent will set job standards and wage rates as approved by the Owner, investigate, hire, pay, supervise and discharge all Property personnel necessary to properly operate and maintain the Property.

2) The Agent will staff the Property in accordance with the highest standards achievable and consistent with this Plan and Management Agreement and in compliance with all governing documents, including the Section 3 Plan, such staffing shall be detailed in the Staffing Plan attached to this Plan.

3) The Agent will provide general maintenance of the Property. Maintenance will include, but not be limited to, exterior and interior cleaning, painting, decorating, plumbing, electrical, mechanical, carpeting and other normal maintenance and repair work necessary to maintain the Property in accordance with all Applicable Regulatory and Operating Requirements.

The Agent, subject to the availability of operating funds and approval of the Owner when required, shall maintain the Property in good and safe order, condition and repair, and with reasonable promptness, make all necessary and appropriate repairs.

All maintenance requests from residents and work orders will be recorded and will become part of the resident's file. Specific timelines and standards for completion of regular maintenance and emergency requests are outlined in Section 2.10 of the Plan.

4) The Agent will collect all rents, legal charges, maintenance charges, and any other amounts due from the residents as well as all amounts due from concessionaires. All funds collected will be deposited into accounts established for the Property.

5) At the direction of the Owner with a copy to the Authority and any other applicable entities, the Agent will provide monthly reports on rental activity which shall include: a narrative summary of the income/expense statements, a budget variance summary,

expense distribution, check registry, security deposit escrow, security deposit disposition, eviction summary, balance sheet, rent roll, accounts receivable and accounts payables listing.

6) The Agent will at all times attempt to keep the Property fully occupied by marketing the Property in accordance with the Marketing and Tenant Selection Plan, including verifying eligibility of those referred by the Authority. Agent shall coordinate with the Authority as needed to get prospective residents from the Authority's Site-Specific RAD/PBV Waiting List for the PBV Units and the RAD Units. The aforementioned procedures are more fully detailed in Section 2.5 of this Plan.

7) The Agent will maintain a comprehensive set of accounting records satisfactory to the Owner, HUD, the Authority and any other governmental regulatory agency.

8) All monies received by the Agent on behalf of the Owner, with the exception of security deposits, shall be deposited in a lockbox account established for the Property, used in accordance with the Applicable Regulatory and Operating Requirements.

9) The Agent will collect, deposit and disburse security deposits in accordance with HUD regulations, state law and the terms of each resident's Lease. Security deposits will be deposited separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The accounts will be carried in the Owner's name and designated of record as "Security Deposit Account". The Agent will comply with all applicable Federal, state or local law regarding security deposits, including payment of interest thereon.

10) Agent will investigate and make a full written report, to be submitted to Owner and Authority as incidents occur, of all incidents involving, personal injury or property damage relating to the operation of the Property and will cooperate with the insurance carriers to facilitate any claim handling that may be required.

Expenses charged to the Property and not borne by the Agent from its fee will be consistent with the HAP Contract and all Applicable Regulatory and Operating Requirements and will include, but shall not be limited to, such items listed below:

a) Site Manager's salary and related compensation to include training directly related to Property operations, and which shall be consistent with the approved Operating Budget.

b) Cost of on-site office and any apartment or apartments for on-site staff in accordance with the Operating Budget.

c) Other on-site staff, such as maintenance personnel, landscaping, custodial staff, leasing or office staff and social services staff as outlined in the Staffing Plan attached to this Plan, and training directly related to the applicable staff person's job function at the Property.

d) Costs attributable to other employees of the Agent who perform "front line" functions, to the extent permitted by the above referenced Handbook, outlined in the Staffing Plan, and in accordance with the Operating Budget.

e) Maintenance and repair costs, utilities, taxes, insurance, fringe benefits related to on-site employees and other normal operating expenses in accordance with the Operating Budget.

f) Security personnel and/or contracted services where applicable, as outlined in the security plan **(Security Plan**) in Attachment 5 to this Plan.

g) Cost of preparing annual audited financial reports to regulatory agencies and tax information and applicable tax returns for the Owner in accordance with the approved Operating Budget.

h) Legal and related expenses related to tenant occupancy issues attributable to change in lease terms, lease enforcement, lease violations or warning notices, payment arrangement or agreements, and/or evictions in accordance with the Operating Budget.

i) Credit checks, criminal record checks, and all other costs attributable to screening prospective tenants in accordance with the Operating Budget.

j) All costs associated with verifying tenant information in compliance with the Applicable Regulatory and Operating Requirements and in accordance with the approved Operating Budget.

k) Bank charges associated with maintaining applicable accounts and conducting normal banking activity, in accordance with the Operating Budget.

2.3 REQUIREMENTS OF GOVERNMENTAL ENTITIES

The Agent will comply with all budgetary, approval and reporting procedures outlined in the Applicable Regulatory and Operating Requirements and the HAP Contract.

2.4 PERSONNEL AND STAFFING PLAN

a) Staffing for this Property will be done in conformance with the Staffing Plan, attached as Attachment 11, which may be updated as necessary, subject to Owner and Authority approval, and subject to any necessary Operating Budget amendments, as site conditions dictate. The level of staffing will be adjusted to cover the extensive requirements for marketing and managing the Property with its various regulatory and paperwork requirements subject to the aforementioned approvals and amendments.

   All on-site personnel shall be drug screened and have a criminal background check. The Agent shall hire, discharge and supervise the work of all employees in accordance with Applicable Regulatory and Operating Requirements.

b) Agent agrees that prior to hiring any management or maintenance employees for the Property, the Agent shall notify the Authority and the Watts/Los Angeles WorkSource Center (**WSC**) of its need for employees. The Agent shall strongly consider the qualifications of all interested WSC referrals and existing Authority employees as it makes hiring decisions for the management and maintenance of the Property in accordance with the Section 3 Plan.

2.5 RESIDENT SELECTION, ADMISSION AND REOCCUPANCY

The Owner, Agent, and Authority will comply with the Property's Tenant Selection Plan included at Attachment 1. In the event of any conflict between a provision of this Plan or the Tenant Selection Plan and the requirements of the Applicable Regulatory and Operating Requirements, the terms of the Applicable Regulatory and Operating Requirements shall in all instances prevail, except as such provision may have been expressly waived in writing by the U.S. Department of Housing and Urban Development (**HUD**) and/or the Authority, as applicable.

If waivers or approvals are needed to facilitate lease up and compliance, the parties will cooperate and collaborate as needed in seeking such waivers or approvals.

The Owner, Agent and Authority will coordinate to determine appropriate RAD Units and appropriate PBV Units for the Relocating Residents. The Owner, Agent and Authority will work together to move the Relocating Residents into their RAD Unit or PBV Unit, as applicable in advance of the timelines required by Owner's lenders, investor and Applicable Regulatory and Operating Requirements, and in accordance with the Relocating Resident Re-occupancy Process in Attachment 10 to this Plan.

Prior to commencement of move-in for any Replacement Unit at initial lease up, the Owner will require that the Relocating Resident has completed the tax credit required initial income certification file with the Owner.

In the event that a household who has been identified for a PBV Replacement Unit or a RAD Replacement Unit includes a Relocating Resident that does not meet the Tax Credit Requirements at move-in, then Authority and Owner will provide the Relocating Resident with a voluntary offer of Alternative Housing Options as required by and further set forth in Section 6.10 of Notice PIH 2016-17. It is anticipated that Alternative Housing Options would be a temporary substitute unit that is not located in the Property; as part of a Relocating Resident's decision to accept an Alternative Housing Option, Authority and Owner will also obtain the existing tenant household's consent to delay tenant's right to return to a later phase. Such Alternative Housing Option would be made available to the Relocating Resident on a voluntary basis. Authority will pay for any costs or expenses related to the placement of a Relocating Resident in an Alternative Housing Option.

Authority acknowledges that the Property budget does not account for relocation costs and the Owner and its affiliates will not be obligated to pay for relocation costs or for any claims arising from residents relating to the unit transfer or relocation process, except any claims or costs due to the Owner's or its agents' gross negligence or misconduct.

Authority and the Agent will coordinate residents' moves into the Property, with Authority responsible for all resident moving and third party relocation consultant costs.

Authority in coordination with the Agent will (a) counsel Relocating Residents as to relocation, (b) develop individual plans for each household moving from the Former Project to the Property and (c) Authority, Agent and Owner will collaborate to eliminate any transfer of pests by sharing lease up and move-in schedules and coordinating Authority managed pest inspections and treatments to coincide, to the greatest extent feasible, with the relocation of tenants from the Former Project to the Property.

2.6 RESIDENT ORIENTATION AND INSPECTIONS.

a) Resident orientation will be conducted by on-site personnel and begin during the application stage and continue through the initial move-in inspection of the dwelling unit. As applicants are accepted for occupancy, an orientation session will be conducted with and documented for each family.

b) The orientation will cover both the resident's responsibilities and the Agent's responsibilities relating to the Lease, rules and regulations of the Property, including Lease termination, which shall comply with all Applicable Regulatory and Operating Requirements. Instruction on the operation of the unit will be provided during the joint move-in inspection. The resident will be informed that the purpose of the inspection is to record the condition of the unit prior to occupancy.

c) The Authority will conduct inspections of each PBV Unit and RAD Unit, prior to initial occupancy and at turnover, to ensure that each the unit meets HUD's Housing Quality Standards (**HQS**). The Authority will coordinate with Agent regarding the timing of those inspections will employ best efforts to conduct HQS inspections five days prior to the projected move-in date of the new resident. If for any reason the unit should fail the HQS, the Authority will return to the unit within seven (7) business days of being notified that the unit is available for re-inspection. In addition, the Authority will conduct periodic inspections in accordance with PBV Requirements and every two (2) years, the Authority will conduct additional inspection of approximately twenty percent (20%) of the PBV Units and the RAD Units, in accordance with the HAP Contracts and the Applicable Regulatory and Operating Requirements or as applicable according to HUD guidelines on PBV unit inspections at the time.

d) Agent's on-site staff will conduct a joint unit move-in inspection with each resident, and the report documenting such inspection will be signed by Agent and the resident. All copies such reports will be provided to the applicable resident. Any maintenance items identified during the move-in inspection will be documented by on-site staff in work orders and maintenance tickets to be addressed in accordance with Section 2.10 of this Plan.

e) The on-site staff will conduct an inspection ninety (90) days after actual move-in to check housekeeping and general care of the unit. Thereafter annual inspections will be conducted unless reasons dictate more frequency is needed on a case-by-case.

f) Provided that a resident gives notice to Agent of resident's intent to move out of a unit, then prior to that resident's move, Agent's on-site personnel shall inform resident of the date and time for a joint move-out inspection. A report documenting such inspection will be signed by Agent and, to the extent willing, the resident. All copies of such reports will be provided to the applicable resident. Should the report indicate the unit sustained damage which is not attributable to normal wear and tear, Agent shall prepare a statement and furnish it to resident, documenting such charges.

2.7 INCOME AND RENT REVIEWS.

The residents will be subject to annual and interim certifications by HACLA and annual certifications by the Agent as prescribed by the Applicable Regulatory and Operating

Requirements. At each instance, and as provided for by the Applicable Regulatory and Operating Requirements and as governed by the Lease, the rent amounts and payment amounts will be reviewed and modified as necessary in accordance with the Applicable Regulatory and Operating Requirements. Appropriate notices for both income verifications and any changes in rent will be consistent with the Applicable Regulatory and Operating Requirements and as provided for in the Lease.

2.8 RENT COLLECTION POLICIES AND PROCEDURES

a) Rent is due and payable, in advance, on the first (1st) calendar day of the month and is considered delinquent if not received by the fifth (5th) calendar day of the month. Late charges will not be assessed until the 6th day of the month if rent is not received by that date. Rent payments will be recorded on the date received at the site office presuming that is a business day and not a holiday or weekend. For RAD Units and PBV Units, rent amounts paid will be posted to "RENT" first, with any remaining amounts applied to the oldest balances owed on the resident ledger (i.e damages, legal, etc).

b) Rent payments must be made in the form of a money order, check, credit card or other electronic payment methods approved by the Agent and outlined in the Lease.

c) Partial payment of rent will not be accepted unless prior written approval has been given by the site manager. Approval must be based on a good reason and documented in the resident's file and in the system of records as an attachment. A late charge will not be accessed when partial payment arrangements have been made as long as the resident complies with the specifics of the arrangement.

d) Residents who have not paid their rent by the close of business on the fifth (5th) day of the month will be assessed a late fee on the sixth (6th) day of the month. The amount of the fee will be $20.00 and shall be outlined in the resident's Lease.

e) All residents with rent delinquencies will be notified in writing of the delinquency and the amount of the late fee. Such notices shall be posted and mailed to the resident.

f) If a resident fails to make payment after notification of delinquency, the resident will be required to make every effort to inform the Agent why the payment has not been received. Upon request from the resident, management will allow a payment plan for one month's rent. The entire month's rent must be paid within three months by the date specified in the plan, and all subsequent rental payments must be made in full and on-time. Agent may issue a notice of termination as early as the sixth (6th) of the month. If rent is not received within fourteen (14) days of the date of the notice of termination, legal action may be commenced in accordance with the requirements contained in the HAP Contracts and the RAD, PBV and Resident Rights Addendum attached to the Management Agreement, and subject to the Grievance Rights outlined in Section 3.2 of this Plan.

g) If the site manager determines, in its reasonable judgement, that a family would be aided by the various supportive services outlined in the Social Services Plan, the Agent will be refer the resident family to the supportive services provider and programs outlined in the

Supportive Services Plan. Agent is not obligated to cease pursuit of legal remedies if such a referral is made.

2.9 LEASE AND LEASE ENFORCEMENT

a) The Lease shall comply with Applicable Regulatory and Operating Requirements, and is subject to approval by Owner and the Authority. The initial Lease approved by Owner and Authority, which includes all applicable exhibits and attachments, including those which apply to the the RAD Units and the PBV Units, is attached to this Plan. The Owner shall seek the consent of the Authority prior to modifying any material terms of the form of Lease and/or the House Rules previously approved for the Property, which approval shall not be unreasonably conditioned, delayed or withheld by the Authority; provided, however, that the consent of the Authority to any such modification request shall be deemed to have been automatically received by the Owner if no response is provided within thirty (30) calendar days of written notice of such request from the Owner to the Authority.

b) The Agent will ensure full compliance with the terms of the Lease for all residents and will lawfully terminate any tenancy when there is sufficient cause for such termination under the terms of the resident's Lease and in accordance with the Applicable Regulatory and Operating Requirements, and subject to resident Grievance Rights outlined in Section 3.2 of this Plan.

c) The Agent will consult with legal counsel, as necessary, prior to bringing actions for eviction and executing notices to vacate and judicial pleadings incident to such action. Attorneys' fees and other necessary costs incurred in connection with such actions will be paid out of the Property's Operating Account.

d) The Agent will provide written notice of Lease termination in accordance with the provisions of the Lease, the RAD, PBV and Resident Rights Addendum, all Applicable Regulatory and Operating Requirements, and other applicable federal, state and local laws.

2.10 MAINTENANCE AND REPAIR

The Agent will maintain the Property in good and safe order, condition and repair in accordance with Applicable Regulatory and Operating Requirements, local codes, in a condition acceptable to Owner, and as outlined in the maintenance and repair plan prepared by Agent, and approved by the Owner and the Authority in Attachment 3 to this Plan (**Maintenance and Repair Plan).** The Maintenance and Repair Plan shall outline the Agent's preventative maintenance, routine maintenance and emergency maintenance schedules for the Property, as well as routine, capital, major systems and emergency repair schedules. The Maintenance and Repair Plan shall outline the turnaround time for routine and emergency maintenance and repairs requested by residents, and detail the manner in which residents should request services, which information shall also be provided in writing to residents, in the Lease or otherwise. To the greatest extent feasible, the Operating Budget shall reflect the annual costs outlined in the Maintenance and Repair Plan. Items in the Maintenance and Repair Plan shall include, but not be limited to, exterior repairs, cleaning, painting, decorating, plumbing, electrical, mechanical, carpentry, grounds care, and other normal and emergency maintenance and repair work necessary to maintain the Property and the welfare of the residents.

a) The Agent will complete routine and preventive maintenance activities in the most cost effective and efficient manner as possible in accordance with the Maintenance and Repair Plan.

b) The Agent will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees in accordance with the Management Agreement, the Procurement Plan and the Section 3 Plan.

c) The Agent will investigate all service requests from residents, take appropriate action and maintain records of same. Best efforts will be made to service routine work requests within one (1) business day of receipt of the request and no more than three (3) business days following receipt of the request, and emergency work requests within twenty-four (24) hours of receipt of the request.

d) The Agent is authorized to purchase all material, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair in accordance with the Management Agreement, Procurement Plan and Section 3 Plan. The Agent will credit to the Property any discounts, commissions, credits, or rebates obtained as a result of such purchases.

e) Prior approval of the Owner will be required for any expenditures which exceed $5,000 in any one instance in connection with the maintenance and repairs of the Property, except for recurring expenses within the limits of the approved annual budget or emergency repairs involving manifest danger to persons or the Property, or required to avoid suspension of any necessary service to the Property. Any such purchases or contracts shall be made in accordance with the Procurement Plan and the Section 3 Plan. To the extent necessary to preserve the health and safety of residents, and to limit damage to the Property, emergency repairs will be exempt from the foregoing approval and contracting requirements. Emergency repairs will be reported to the Owner as promptly as possible, but in no event later than twenty-four (24) hours from the point at which Agent was made aware of the need for the repair.

2.11 UTILITIES AND SERVICES

Agent will make site arrangements for water, electricity, trash disposal, exterminating services, cable television and telephone service. Agent will enter into such contracts as may be necessary to secure such utilities and services, acting as Agent for Owner and shall comply with the procurement and contracting requirements outlined in the Management Agreement, Procurement Plan and Section 3 Plan, to the maximum extent applicable. With respect to the cable connections installed at the Property, Owner and Agent shall cause each unit in the Property to be wired with broadband internet access. Any marketing agreements for provision of such broadband coverage shall be subject to Authority approval and any revenue that may result from such agreements will be either transferred or credited to the Property.

2.12 OPERATING ACCOUNT AND RESERVE ACCOUNTS

Agent shall make disbursements from the Property Operating Account in accordance with the Management Agreement. Agent shall make disbursements from the Property reserve accounts as directed by Owner in accordance with the Management Agreement.

2.13 BUDGETS

Agent will prepare and submit to the Owner, the Authority and any other applicable governmental entities a draft operating budget no later than September 15th of each year. When such draft operating budget is approved by Owner, Authority and any other applicable entities, it shall be the approved Operating Budget for the Property. Should governmental entities require different submission dates, Agent will comply with said dates. Should Agent not receive an approved budget by December 31st of any year, the Property will operate under the prior year budget until a new budget is approved.

Agent shall prepare a capital budget at the direction of Owner in accordance with the Management Agreement.

2.14 RECORDS AND REPORTS

Agent will prepare those records and reports as detailed herein and as outlined in the Management Agreement. Agent shall keep all records as a fiduciary of Owner and preserve the confidentiality of residents' information in accordance with all Applicable Regulatory and Operating Requirements.

2.15 INSURANCE AND FIDELITY BOND

Agent shall furnish fidelity bonds to Owner which protect Owner from misappropriation of Property funds in accordance with the requirements of the Management Agreement. Agent shall also furnish such insurance in the amount, form and terms outlined in the Management Agreement.

2.16 FAIR HOUSING, NONDISCRIMINATION, ACCESSIBILITY, REASONABLE ACCOMMODATIONS, LIMITED ENGLISH PROFICIENCY, AND VAWA POLICIES

The policies referred to herein are applicable to situations described in this Plan when a resident initiates contact with Agent, when Agent initiates contact with a resident, including when a potential resident applies for admission to a unit at the Property, and when Agent schedules or reschedules appointments of any kind. Agent's policies and practices will be in all respects:

a) Service-directed in the administration of its housing programs provided to the resident and potential residents of the Property.
b) Demonstrative of a high level of professionalism while providing housing services to the residents and potential residents of the Property.

Fair Housing and Nondiscrimination

c) Agent will comply with all applicable laws relating to fair housing, nondiscrimination and civil rights, including without limitation those listed in Attachment 1, Marketing and Tenant Selection Plan.
d) Agent will not discriminate on the basis of any status protected by federal, state or local law, regulation or ordinance (currently including but not limited to race, color, sex, religion, familial status, disability, national origin, marital status, ancestry, gender identity,

age, pregnancy, sexual orientation, source of income) in the leasing or management of the units and the Property.

e) All practices, in every aspect of the Plan and Agent's activities, must be carried out so as to not subject any person to discrimination prohibited by any federal, state or local law, regulation or ordinance, including without limitation those listed in Attachement 1.

f) Fair Housing posters and housing information will be displayed, to the extent deemed appropriate by Agent, in locations throughout the Property.

Accessibility and Reasonable Accommodations

g) Agent will comply with all applicable laws relating to accessibility, nondiscrimination and reasonable accommodations, including without limitation those listed in Attachment 1.

h) Agent will ensure that its policies and practices do not deny individuals with disabilities the opportunity to participate in or benefit from, nor otherwise discriminate against individuals with disabilities, solely on the basis of such disabilities, in connection with the operation of housing services or programs.

i) Agent will comply with the Section 504 and ADA Plan set forth in Attachment 13

Limited English Proficiency

j) Agent will comply with the Language Assistance Plan set forth in Attachment 14, as applicable.

Violence Against Women Act (VAWA)

k) Agent will comply with all applicable laws relating to the protection of victims of domestic violence, dating violence, sexual assault, sexual battery and stalking, including without limitation those listed in Attachment 1.

l) Agent will comply with the VAWA Policy set forth in Attachment 15.

3. RESIDENT AND MANAGEMENT RELATIONS

3.1 THE ROLE OF RESIDENTS IN THE MANAGEMENT OPERATIONS

Resident participation in management operations can be used as an effective tool. Owner and Agent shall encourage resident establishment and participation in a resident organization as outlined in the RAD, PBV and Resident Rights Addendum. In addition, Owner shall cause Agent to provide funding for resident activities in accordance with the RAD, PBV and Resident Rights Addendum.

3.2 GRIEVANCE PROCEDURES

Pursuant to PIH 2019-23 and Section 17 of the Authority's Administrative Plan, the grievance procedures for RAD units, as detailed in PIH 2019-23, Section 1.6.C.6.b., shall likewise apply to PBV units. The Agent shall strictly enforce compliance with the Lease and rules and regulations at the Property. In order to ensure that, prior to more formal action, residents have an opportunity to address issues more informally, all residents shall have an opportunity for an informal grievance hearing for certain issues, as outlined in PIH 2019-23, Section 1.6.C.6.b. and the RAD, PBV and Resident Rights Addendum. The process for registering the grievance and adjudication for same for residents shall be as follows:

a) Grievances and/or complaints shall be presented in writing to the Property site manager who will review the grievance and, if applicable, refer it to the Authority.

b) If a resident has a grievance or complaint which he/she feels, has not been adequately addressed following the informal hearing, the grievance or complaint may be referred, as applicable, to Agent's Regional Property Manager or, to the Authority's Director of Asset Management.

c) Should the issue remain unresolved, the resident may appeal to parties designated by the Owner and the Authority and as outlined in the Lease in the RAD Grievance Procedure at Attachment B.

3.3 SOCIAL SERVICES PROGRAM

The Agent will work with the provider of supportive services selected by Owner and approved by the Authority (**Supportive Services Provider**) in ensuring that the Supportive Services Plan attached to this Plan, is implemented and carried out in a manner that provides residents with the kinds of services that are helpful to support and nurture residents' life skills, education and job readiness. To that end, Agent, through its social services coordinator, will maintain a list of resources that address the varying needs of the resident population. Where feasible, the Agent, through the social services coordinator will enlist the support of residents and community organizations to help serve the needs of the residents.

3.4 HUD SECTION 3

Whenever possible, residents will be considered for temporary and permanent positions in the site management staff in accordance with the Section 3 Plan. In addition, Agent shall comply, to the maximum extent feasible, with the hiring, contracting and training goals and requirements outlined in the Section 3 Plan and the Procurement Plan.

In order to meet the goals outlined in the Section 3 Plan, Agent shall use its reasonable best efforts and resources to:

a) Advertise opportunities in local media and informational notices posted at the Property and at other areas targeted in the Section 3 Plan;
b) Coordinate efforts for recruitment with the Authority, Michaels Development Company I, LP, and Bridge Housing Corporation;
c) Develop or collaborate with an existing job training program offering workforce readiness curriculum and providing training accommodations to help reduce workforce barriers;
d) Create and maintain a schedule of qualified Section 3 residents to be contacted for future training and employment opportunities.

Agent shall prepare and submit to the Authority Form HUD-60002, *Section 3 Summary Report*, not later than January 10th of each year for the preceding calendar year.

3.5 REOCCUPANCY

In addition to the provisions set forth in Section 2.5 of this Plan, Agent shall work with the relocation consultant selected by and designated as such by the Authority (**Relocation Consultant**), to assist, coordinate and collaborate as to the following in accordance with the Relocation Plan:

a) Review and advise as to the schedule of unit demolition and construction of the Property.
b) Review plans for implementation of the RAD Requirements as pertaining to the RAD Units and the PBV Requirements as pertaining to the PBV Units and provide input as appropriate.
c) Assist with the scheduling, coordination and venues of meetings, and participate insofar as circumstances permit, with heads of households so as to determine needs, preferences, reasonable accommodation/modification requests, etc.
d) In accordance with the Relocation Plan (particularly Tables 6 & 7), and any updated information provided by the Relocation Consultant, Owner or the Authority, shall ascertain available units and identify households best accommodated by the number of bedrooms, floor plans and amenities offered by each unit and provide such recommendations to the Relocation Consultant, the Authority, and the Owner. It is understood that "over-housed" and "under-housed" households will be eligible for a RAD Unit or a PBV Unit, as appropriate, based on the size of the unit that the household qualifies for under the Continued Occupancy Standard as outlined in the Authority's Section 8 Administrative Plan. To the greatest degree possible, both over-housed and under-housed households will be placed in units appropriate to their household size in accordance with Applicable Regulatory and Operating Requirements. In other words, households will be "right-sized." If an over-housed household moving into a RAD Unit cannot be immediately right-sized at the time of their relocation, Authority may provide the household with the option to be temporarily over-housed in a RAD Unit at the Property, to the extent permitted by the Applicable Regulatory and Operating Requirements, at no additional cost to the household. If a new unit becomes available in that phase or a future phase, the household will be required to move into a right-sized unit.
e) The incomes and other qualifications of Relocating Residents moving into units subject to Applicable Regulatory and Operating Requirements will comply with such Requirements.
f) As may be agreed, assist the Relocation Consultant and the Authority with resident communications pertaining to the scheduling of moves, moving contractors, building contractors, utility service connects/disconnects, date/time requirements, deadlines, packing instructions, stipend remittances (as applicable) and other notices. Maintain records of the same insofar as legible copies are provided by the Relocation Consultant.
g) Identify households or residents for which social-service barriers to relocation may present challenges, and/or for which Limited English Proficiency (**LEP**) may present obstructions, and notify the Relocation Consultant and the Supportive Services Provider of the same. In the cases of LEP, help select and coordinate the services of translators.
h) Assist with the coordination, as necessary, of the translation and publication of required notices and other written materials into the household preferred language. It is expressly understood and agreed that the costs of such translation & publication shall be project expenses.

The parties by signing below, agree that this Plan reflects the admissions and occupancy plans and requirements applicable to the Property.

AGENT: The John Stewart Company, a California corporation

By:_____
Carlos Ortiz
Its: Vice President

OWNER: Jordan Downs 3, LP, a California limited partnership
By: JD Housing 3, LLC, its general partner

By: BRIDGE Housing Corporation, its Sole Member and Manager

By:_____
Its: _____

AUTHORITY: Housing Authority of the City of Los Angeles

By:_____
Douglas Guthrie
Its: President and Chief Executive Officer

ATTACHMENT A
Property Summary

DESCRIPTION OF SITE & PROPERTY: 76 multifamily units located at or near 2299 E. 99th Place, Los Angeles, California.

BUILDINGS AND APARTMENT TYPES: Two buildings, one elevator building with three stories of housing consisting of _____ units above a podium garage; and one three story walk up building consisting of ____ units.

STAFFING: In accordance with the Staffing Plan.

OFFICE HOURS:

The office will be open Monday through Friday from the hours of 9:00 a.m. to 12:00 noon and 1:00 p.m. until 5:00 p.m. Additional office hours will be added by appointment on evenings and weekends. Other than an appointment or meeting, the office will be closed on weekends and holidays; however, a 24-hour answering service will be maintained seven days a week to handle emergencies which occur after regular hours.

ATTACHMENT B
RAD Grievance Procedure

APPEAL AND GRIEVANCE PROCEDURE

Jordan Downs Area H2A

The Lease shall include the tenant protections outlined in section (a) and (b) below. In addition, Management Agent shall include the HUD lease addendum for project-based voucher units, in all PBV Unit and RAD unit leases and the Department of Housing and Community development (HCD) appeal and grievance procedure for all units. To the extent that these notification and grievance requirements conflict with other terms of the lease or its addendum, the terms of this Appeal and Grievance Procedure shall control.

A. **Termination Notification**. Management Agent must provide adequate written notice of termination of any Lease. Such notice of Lease termination shall be not less than:

   a. A reasonable period of time, but not to exceed 30 days;
      i. If the health or safety of other Residents, employees, or persons residing in the immediate vicinity of the premises is threatened; or
      ii. In the event of any drug-related or violent criminal activity or any felony conviction;
   b. 14 days in the case of nonpayment of rent; and
   c. 30 days in other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. **Grievance Process.** Management Agent will maintain a grievance process in accordance with RAD Requirements and the PBV Requirements. Further, Management's Agent's grievance procedure shall provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Notwithstanding the provisions of 24 CFR § 982.555, an opportunity for an informal hearing shall be given to all Residents for any dispute that a Resident may have with respect to an Owner's or Management Agent's action in accordance with the Resident's Lease and which adversely affect the Resident's rights, obligations, welfare, or status.

   a. For Residents of the RAD units and PBV Units, the Authority, as contract administrator, will perform the informal hearing. The hearing officer must be selected in accordance with 24 CFR § 982.555 (e) (4)
      i. For Residents residing in units other than the RAD Units and the PBV Units, the Management Agent shall perform the informal hearing.
   b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Management Agent, Owner or Authority.
   c. The Management Agent shall give Residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555 (c) (1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555 (a) (1) (i) - (vi).
   d. The Management Agent shall provide an opportunity for an informal hearing before an eviction.

Jordan Downs Area H2A

Preliminary Marketing and Lease-Up Plan

Project Description

Jordan Downs Area H2A (the "Project") will be a76-unit multi-family development, located in the County of Los Angeles, in the Watts section of the City of Los Angeles. The property will consist of one, two, three, and four-bedroom units. These units will have refrigerators, stoves, and central heating and cooling.

Capitalized terms used in this Markeing and Lease-Up Plan that are not otherwise defined shall have the meaning given in the Amended and Restated Management and Re-Occupancy Plan for the Project, as may be amended from time to time (the "Management Plan").

The unit breakdown in the Project will be as follows:

Type of Unit	Number of Units
Rental Assistance Demonstration ("RAD") Project-Based Voucher Units subject to Low Income Housing Tax Credits ("LIHTC")	9 units
RAD Project-Based Voucher Units not subject to LIHTC	0 units
Non-RAD Project-Based Voucher Units	45 units (30 Replacement Units)
No PVB or RAD – Tax Credit	7
No PVB or RAD – Non-Tax Credit	14
	Total: 76 Units

As depicted above, of the 76 units, 61 units will be leased and operated in accordance withCalifornia Tax Credit Allocation Committee (CTCAC) requirements, subject to the right to return requirements of the RAD program. There are thirty-nine (39) Replacement Units, which include nine (9) Rental Assistance Demonstration (RAD) and thirty (30) Project Based Voucher (PBV) units, administered by the Housing Authority of the City of Los Angeles (HACLA). One (1) unit is set-aside for a manager's unit.

Affirmative Fair Housing Marketing Procedures

Jordan Downs 3, LP, BRIDGE Housing Corporation, and the John Stewart Company (JSCo) will comply with the provisions, promulgated regulations, and related notices, as such guidance may be amended from time to time, of RAD (as applicable), the Project-Based Voucher program (as applicable), the U.S. Department of Housing and Urban Development (HUD), California Tax Credit Allocation Committee (CTCAC), The Department of Housing and Community Development (HCD), The Housing Authority of the City of Los Angeles (HACLA or Authority), and other agencies, affirmative fair housing marketing guidelines, and as applicable, other Federal, State and Local law

prohibiting discrimination in the lease or rental or in the use, occupancy or tenure of enjoyment of the Jordan Downs development, or any part thereof on the basis of marital status, race, color, religion, ancestry, sex, disability, familial status, gender identity, sexual orientation, age, national origin, HIV, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition (ARC), physical handicap, or on the basis of their receipt of, eligibility for, housing assistance programs or on the basis that the resident have a minor child or children who will be residing with them or any other arbitrary basis. Jordan Downs Area H2A or any person claiming authority under or through them will not establish or permit any such practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants or lessees in the project. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

All rental advertisements will bear the fair housing logotype and slogan, and all information sheets will also indicate the Project's accessibility. A Fair Housing poster will be conspicuously displayed in the rental office and where the initial rent-up process will occur.

Procedures to Provide Accessible Units to People with Disabilities

Jordan Downs Area H2A/JSCo will take reasonable steps to maximize the utilization of accessible units by eligible individuals whose disability requires the use of accessibility features contained in each particular unit. Preference will be given to applicants who require a unit with the specific design features offered in accessible units in the development. All reasonable efforts will be made to rent accessible units to applicants who require or who would otherwise benefit from such units. In the case of an accessible unit, when no qualified household has applied that requires the design features offered, then the unit will be offered to the next qualified household. This applicant will be required to complete a Lease Addendum form, whereby they agree to transfer to a non-accessible unit within the development should a tenant or applicant require an accessible unit. To this end, any vacant, accessible unit will first be offered to current residents of the development that have verified the need for those features. Such residents must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the property manager will then offer the unit to a qualified occupant on the waiting list who has a verified need for the accessibility features of the unit.

The application will include an optional section to be filled out by applicants requesting accessible features or other accommodations. Alternatively, applicants may also submit such requests verbally to the management staff, who will document the request and add to the applicant file. Unless requesting an accommodation, applicants will not be required to disclose information regarding disabilities or other medical conditions.

General Targeting

Jordan Downs Area H2A is part of a larger master development. This phase is comprised of a total of 76 units.

Replacement Units

39 units are Replacement Units designated for current residents of the Jordan Downs public housing development. Existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates and have been approved for occupancy by HACLA will not be subject to any additional rescreening, but will be required to work with JSCO to complete an initial income certification to have on file. All other applicants will be screened for PBV eligibility carefully and eligible tenants will be referred by the Housing Authority of the City of Los Angeles (HACLA) to be screened and processed by JSCO for program and operations eligibility. Right-to-return residents may be assigned one of the 30 PBV units or 9 RAD units based on HACLA determination of eligibility as described in the Relocation Plan.

When a Replacement Unit becomes available for occupancy, HACLA will identify a Relocating Resident in Good Standing that is appropriate for the size and regulatory requirements for the vacant unit. Agent will screen resident in accordance with this Marking and Tenant Selection Plan, following screening requirements for Replacement Units and Relocating Residents. If there are no additional Relocating Residents from the Jordan Downs public housing site, HACLA will refer applicants from the Site-Specific RAD/PBV Waiting List. If the vacant unit is an accessible unit, HACLA will refer a Relocating Resident in need of such features. If no such Relocating Residents require these features, HACLA will refer a household from the Site-Specific RAD/PBV Waiting List. in accordance with HACLA's Section 8 Administrative Plan (the "Administrative Plan"). Of the 9 RAD Units, all will also be subject to the Tax Credit Requirements.

Non-Replacement PBV Units

These units will be occupied using the Site-Specific RAD/PBV Waiting List in accordance with HACLA's Administrative Plan. The owner or JsCo may refer households to HACLA to be added to the Site-Specific RAD/PBV Waiting List.

Lease-Up Timeline*

Temp. Office Set-Up	Late June
Banners Posted	Late July
Interview Dates	September
Exp. C of O	November 30, 2021

*****Dates are tentative and subject to change.

Telephone script (message available in Spanish):

"Thank you for calling the information line for Jordan Downs Area H2A. This community is scheduled to open in Fall 2023
and is located at _____ in the Watts area of Los Angeles, California.

This community will offer 76 apartments in an affordable housing project, and some of those units which will be filled through The Housing Authority of the City of Los Angeles.

As required by the Tax Credit Allocation Committee (TCAC), mobility/hearing/sight impaired households will have priority for TBD units designed for the mobility impaired and TBD units designed for the hearing/sight impaired.

We are an Equal Opportunity Housing Provider. Income and Other Restrictions Apply. This information line will be updated as needed and it will not take messages. Thank you for calling Jordan Downs Area H2A!

Application materials prepared include:

- Resident Selection Criteria
- Full Application, Grounds for denial and cover letter
- All marketing materials need to be approved and signed off by the owner.

HACLA will administer the Replacement Unit PBV/RAD and non-Replacement PBV Unit waiting lists. The following sections provide an outline of HACLA policy, which may change according to the Administrative Plan.

PBV/RAD Unit Replacement Waitlist and PBV Non-Replacement Unit Waitlist (To be administered by HACLA)

Unit turnovers for the 39 RAD/PBV Replacement Units will be filled using the Site Based RAD/PBV Waiting List established by HACLA at lease-up from the Public Housing Waiting List in accordance with HACLA's Section 8 Administrative Plan (the "Administrative Plan"). Applicants will be referred to JSCO by HACLA. Applicants on the PBV/RAD waiting list are not guaranteed an apartment. All applicants must complete a full application then the application must be processed by HACLA and JSCO according to the tenant selection plan which will determine the applicant's eligibility.

The 15 Non-Replacement PBV Units will be filled using the Non-Replacement PBV waitlist established by HACLA at lease-up from the Section 8 Voucher waiting list in accordance with HACLA's Administrative Plan.When applicable, all PBV/ RAD Replacement Units and/or non-Replacement PBV Units accessible to, or adaptable for, persons with mobility, visual, or hearing impairments, shall be leased as a priority to households containing at least one person with a documented and verified need for such features. NOTE: Current Jordan Downs residents requiring accessible/adaptable apartments shall be given priority over applicants on the waiting list requiring accessible/adaptable apartments. Where persons without disabilities are moved into physically accessible apartments, they shall do so only after agreeing to move to a like-kind apartment (in size and subsidy type) with no such design features, at the Owner's expense, should an applicant or current resident require an accessible apartment of the type currently occupied by the persons without disabilities.

Waiting List Selection Priorities for RAD and PBV Units (administered by HACLA)

A waiting list is necessary to provide a fair and equitable means of tracking applicants who have applied for an apartment. It helps assure that each applicant is offered an apartment in the proper order, thus preventing claims of discrimination or favoritism, and allows for the most efficient turnover of vacant apartments. If an applicant qualifies for a preference or priority then it is possible to move up the waiting list based on the circumstances. The waiting lists will be managed in accordance with HACLA's Section 8 Administrative Plan.

The need for an accessible unit or accessible features is a priority.

It is the policy of HACLA to administer its waiting list as required by its Section 8 Administrative Plan, HUD handbooks and regulations.

Opening and Closing PBV and RAD Waiting Lists (administered by HACLA)

In order to maintain a balanced application pool, HACLA may, in accordance with the procedures set forth in the HACLA Section 8 Administrative Plan, restrict application taking, suspend application taking, and close waiting lists in whole or in part as allowed by HUD regulations and HACLA's Section

8 Administrative Plan. HACLA will update Jordan Downs Area H2A's Site Based RAD/PBV Waiting List by removing the names of those who are no longer interested in or no longer qualify for housing in accordance with its Section 8 Administrative Plan.

If Jordan Downs Area H2A has sufficient applications, HACLA may, subject to HUD regulations and its Section 8 Administrative Plan, elect to close the waiting list if the waiting list contains more applicants than can be housed in a one-year period. When the waiting list is closed, an announcement of the closure, provided by HACLA, will be posted in Jordan Downs Area H2A's rental office. During the period when the waiting list is closed, HACLA and Jordan Downs Area H2A will not maintain a list of individuals who wish to be notified when the waiting list reopens.

When the waiting list is to be opened due to a lack of applications, an announcement will be made in compliance with HACLA's Section 8 Administrative Plan.

Change in Priority While on the PBV and RAD Waiting List (Administered by HACLA)

Occasionally households on the PBV and RAD waiting list who did not qualify for a priority when they applied will experience a change in circumstances that qualifies them for a priority. In such cases, it will be the household's duty to contact HACLA so that their change in status may be verified to reflect the priority. Such changes will be processed in accordance with HACLA's Section 8 Administrative Plan.

Removal of Applications from the RAD and PBV waiting list (Administered by HACLA)

Any removals of an applicant/co-applicant's name from the waiting list will be processed in accordance with HACLA's Section 8 Administrative Plan.

Interview Procedure – All Unit Types: RAD/PBV Replacement and Non-Replacement PBV

HACLA shall be responsible for determining a RAD or PBV applicant's initial eligibility and qualification for preferences in accordance with the policies set forth in HACLA's Section 8 Administrative Plan. Applicants will be referred to JSCo who may then conduct further screening in accordance with this Tenant Selection Plan and all applicable HUD and LIHTC requirements, including the RAD right to return. JSCo will then make a final determination as to whether the family qualifiesfor occupancy.

All applicants for RAD Units, and PBV Units will be interviewed by JSCo, who will prepare an initial certification. At the time of the interview, all adult members of the household (aged eighteen years or older) must be in attendance. They will be asked to bring applicable second-party documentation, which may include the most recent three months' pay stubs, if employed; notice of action letter, if receiving public benefits; six-months of asset statements, and previous rental history. Other documents or identification to determine household composition, income, and assets may be requested. A complete document checklist will be provided in the application cover letter. During the interview, staff will clarify any information provided by the applicant household and answer questions regarding admission procedures.

At the interview the following items will be completed by or obtained from the household:

1. Credit/Criminal Release Form (Non-Replacement Households only): A credit report indicating financial responsibilities and a comprehensive unlawful detainer check will be obtained for each adult applicant. Due to the low-income nature of the residents housed at affordable communities, like Jordan Downs Phase Area H2A, many applicants have no or negative credit. Accordingly, we cannot rely on customarily used credit scoring devices when assessing an applicant's credit worthiness. Although applications with excessive collection accounts may be the basis for denial of applicants, we apply a holistic approach to review credit reports and consider mitigating circumstances including domestic issues, recent job losses, disproportional housing cost to income ratios and student loan or medical debt situations before making rental decisions. If the household meets the credit criteria, a criminal report will be requested and they immediately will move to the next step. Existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates (or otherwise have a right to return under the RAD Requirements) and have been approved for occupancy by HACLA will not be subject to any additional rescreening.

2. If the household meets the credit criteria, a criminal report will be requested and they immediately will move to the next step. Residents with a right to return under the RAD requirments will not be screened for credit, criminal and rental history, as stated in the Resident Selection Criteria.

3. A Tenant Income Certification Questionnaire form completed by each adult.

4. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determined to be necessary.

5. All income will be verified in writing from the income source on appropriate income verification forms. For recipients of Social Security income or public assistance, current Notice of Action letters or Statement of Benefits will be accepted.

6. All assets, including bank accounts, will be verified in writing from the financial institution.

7. Reachable current and previous landlords will be contacted by mail or fax for information concerning the history of complying with lease requirements, payment records, destruction of property or interference with the rights of others, unhealthy or unsanitary conditions. Absence of prior rental history will not automatically disqualify an otherwise eligible applicant; however, we may request alternative means of verifying prior residence or lack of residence, as well as request provision of personal references.

8. Applicants will be asked to verify their student status to ensure compliance with Tax Credit Requirements.

9. Submission of an application and attendance at an interview does not indicate the offer of a unit or acceptance for housing. Formal determination of eligibility will be made when an appropriate unit is available and all information is verified.

10. All PBV/RAD applicants, will be subject to HACLA approval and all PBV Units and RAD Units must pass HUD's Housing Quality Standards (HQS) inspection prior to resident move-in. Only after a Certification of Eligibility (COE) is received from HACLA will an applicant be approved to move-in.

11. JSCo will prepare welcome packages for the new residents.

Move-Ins – All Unit Types

In order to take possession of the unit, the resident is asked to pay the full move-in costs (security deposit equal to tenant's monthly rent portion or $50, whichever is greater, and first month's pro-rated rent), and sign a lease and Tenant Income Certification. Rent is due at the first of the month thereafter, the tenant will also read, review, and sign the House Rules and other applicable Lease exhibits, addenda and attachments.

Eligibility Determination – All Unit Types

PBV and RAD applications will be processed by referral from HACLA. HACLA shall be responsible for determining a RAD or PBV applicant's qualification for preferences in accordance with the policies set forth in HACLA's Section 8 Administrative Plan. Applicants will be referred by HACLA to JSCo who will conduct initial screening in accordance with the Resident Selection Criteria and all applicable financing requirements for the property. After JSCo conducts their screening in accordance with the

Resident Selection Criteria, HACLA shall be responsible for determining a RAD or PBV applicant's initial eligibility and qualification for the RAD and PBV Programs in accordance with the policies set forth in HACLA's Section 8 Administrative Plan.

Supplemental Information For Replacement Units

JSCo will work closely with the designated Relocation Agent to ensure, as much as possible, the smooth processing and adherence to the Relocation Plan for all residents with a right to return under the RAD Requirements.

Only complete applications will be sent to JSCo by HACLA for processing. All applications will be accompanied with an eligibility certification, which will indicate the applicant's program eligibility and unit selection.

Per HACLA requirements, no current resident with a right-to-return residing in a unit at the existing Jordan Downs public housing development, who is in good standing and elects to move to a Replacement Housing Unit as part of the RAD conversion at the initial lease-up of the Project, shall be subject to rescreening as part of the conversion; however, Owner and Management Agent shall complete an initial certification for all residents before moving in. The initial certification will be kept on file by the Management Agent, as required by Applicable Regulatory and Operating Requirements. This may include verification of all asset and income sources, and student status immediately prior to move in. Following initial lease-up, the units will be subject to all screening requirements as set forth in the Resident Selection Criteria of this Marketing and Tenant Selection Plan and as otherwise required by the Applicable Regulatory and Operating Requirements, including but not limited to any required credit and background screening, if units are not filled with a Relocating Resident. At turnover, all available PBV and RAD units will be re-leased through the HACLA administered waiting list.

Waiting List Maintenance – PBV and RAD Units

In accordance with HUD requirements, HACLA shall maintain the waiting lists for the RAD/PBV Replacement Units and Non-Replacement PBV units in accordance with the HACLA Section 8 Administrative Plan.

Non-RAD/PVB Units will not be referred by HACLA and will be marketed and filled in accordance with the requirements of the ground lease and Authority loan documents, TCAC and HCD requirements as well as the standard procedures following and implemented by BRIDGE, JSCO and the Partnership.

List of Attachments

Attachment 1 Resident Selection Criteria

Attachment 2 Long-Form Application for Tax Credit Certification Process (All unit types)

JORDAN DOWNS Area H2A
RESIDENT SELECTION CRITERIA

Project Description

Jordan Downs Area H2A will be an 76-unit multi-family development, located in the County of Los Angeles, in the Watts section of the City of Los Angeles. The property will consist of one, two, three, and four-bedroom units. These units and will have refrigerators, stoves, and central heating and cooling.

The unit breakdown in the Project will be as follows:

Type of Unit	Number of Units
Rental Assistance Demonstration ("RAD") Project-Based Voucher Units subject to Low Income Housing Tax Credits ("LIHTC")	9 units
Non-RAD Project-Based Voucher ("PBV") Units	45 units (30 Replacement)
No PVB or RAD – Tax Credit	7
No PVB or RAD – Non-Tax Credit	14
Manager Unit	1 unit
	Total: 76 Units

As depicted above, of the 77 units, 61 units will be leased and operated in accordance to the Tax Credit Allocation Committee (TCAC) requirements. There are thirty-nine (39) Replacement Units, which include nine (9) Rental Assistance Demonstration (RAD) and thirty (30) Project Based Voucher (PBV) units, administered by the Housing Authority of the City of Los Angeles (HACLA). Fifteen (15) additional PBV units will be Non-Replacement Units and will be available to eligible households. One (1) unit is set-aside for a manager's unit. Fourteen (14) of the units are not restricted by tax credits or subsidized.

Application Processing and Policy on Non-discrimination

The Relocating Residents (as such term is defined in the Amended and Restated Management and Re-Occupancy Plan by and between Owner and HACLA and dated as of _____) will be referred by the Housing Authority of the City of Los Angeles (HACLA or the Authority). HACLA, the owner, and The John Stewart Company (JSCO) will coordinate efforts to determine the appropriate RAD or PBV unit for those relocating residents. Prior to move-in, HACLA, the owner, and JSCO will ensure that the Relocating Residents meet, or will meet at move-in, any applicable regulatory and operating requirements. This includes income limits, compliance with student limitations, the need and request for accessibility features in the unit. Per HACLA requirements, no Relocating Resident, who is in good standing and elects to move to a Replacement Housing Unit as part of the RAD conversion at the initial lease-up of the Project, shall be subject to rescreening as part of the conversion; however, Partnership and Management Agent shall confirm and require that any resident moving into a tax-credit unit or unit that is regulated by HCD or TCAC meets the requirement in all applicable Regulatory Agreements before leasing the unit.

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Following initial lease-up, when a Replacement Unit becomes available for Occupancy, HACLA will identify a Relocating Resident in Good Standing that is appropriate for the size and regulatory requirements for the vacant unit. Agent will screen resident in accordance with this Marking and Tenant Selection Plan, following screening requirements for Replacement Units and Relocating Residents. If the vacant unit is an accessible unit, HACLA will refer a Relocating Resident in need of such features. If no such Relocating Residents require these features, HACLA will refer a household from the Site Specific RAD/PBV Waiting list. If there are no additional Relocating Residents from Jordan Downs, HACLA will refer residents from the Site Specific RAD/PBV Waiting List.

Applicants for the RAD or PBV units will be processed in order of position on the Site Specific RAD/PBV Waiting List established by HACLA at lease-up. A waiting list is necessary to provide a fair and equitable means of tracking applicants who have applied for an apartment. It helps assure that each applicant is offered an apartment in the proper order, thus preventing claims of discrimination or favoritism, and allows for the most efficient turnover of vacant apartments. If an applicant qualifies for a preference or priority then it is possible to move up the waiting list based on the circumstances. The Site Specific RAD/PBV Waiting List will be managed by HACLA in accordance with HACLA's Section 8 Administrative Plan.

The Management Agent will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, gender identity, age, disability, handicap, familial status, military status, source of income, marital status or presence of children in a household, acquired immune deficiency syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. No criteria will be applied or information considered pertaining to an attribute of behavior that may be imputed by some to a particular group or category. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974. This Act in no way limits management's ability to collect such information as may be needed to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Applicants for the non-RAD and PVB units will be selected in accordance with BRIDGE's standard procedures and as required by HCD and TCAC, as applicable.

Reasonable Accommodations

Reasonable accommodations may be made, as appropriate, to meet the needs of applicants. Reasonable accommodations will be made to meet the needs of disabled applicants, including applicants with both physical and/or mental disabilities.

Management will apply the same screening criteria to all applicants. However, management is obligated to offer qualified applicants with disabilities additional consideration in the application

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of rules, practices, or services and structural alterations if said accommodation will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. Management is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will result in an undue financial burden to the property or if it requires management to alter or change a basic component of the housing program.

If an applicant has a physical or mental disability, and as a result of this disability needs a reasonable accommodation, the applicant may attach a note to the application describing the reasonable accommodation(s) requested or contact management staff to request an accommodation. Management staff will contact the applicant to determine the need for the accommodation and if additional information is required. The applicant may be asked to fill out a Reasonable Accommodation Request form and further information may be required from a certified medical provider to verify need for reasonable accommodations. The Reasonable Accommodation request and supporting documentation will be sent to the Disability Coordinator for approval. The applicant will be notified in writing whether the accommodation request was approved or denied and the reason for the denial.

Application Process

I. OCCUPANCY STANDARDS

The following guidelines are set with regard to number of occupants per dwelling unit. These guidelines are set to avoid overcrowding or underutilization of limited affordable housing opportunities. Section 8305 (b) of the uniform Multifamily regulations states that the minimum number of persons in household per the chart below. However, it also states that a sponsor may assign tenant households to units of sizes other than those indicated as appropriate if the sponsor reasonably determines that special circumstances warrant such an assignment and the reasons are documented in the tenant's file

a) Management will apply the following occupancy standard to all units, in compliance with applicable regulatory and operating requirements:

Bedroom Size	Minimum Household Size	Maximum Household Size
One Bedroom	1	2
Two Bedroom	2	5
Three Bedroom	3	7
Four Bedroom	4	9

HACLA will, upon screening of applicants for PBV and RAD units, apply the Occupancy Standards found in the Administrative Plan, as amended from time to time.

b) For all units, household members will be counted for purposes of unit size in accordance with HACLA's Section 8 Administrative Plan. As per CTCAC guidelines, for

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Tax Credit units, the head of household may choose whether to consider temporarily absent members (e.g. in the military or away at school) as part of the household. If there is no conflict between the Section 8 Administrative Plan and CTCAC, both will be followed in all cases for all unit types.

c) Request for a Reasonable Accommodation, such as the need for a live-in aide, will be considered when determining appropriate unit size.

d) Applicants must be able to maintain the housing unit in accordance with local health standards, with or without assistance.

e) Assigned unit must be household's primary place of residence.

II. INCOME LIMITS

Jordan Downs Area H2A AFFORDABLE UNITS: (Subject to Change; updated income limits will be published in the management office in real time) **[Chart detailing current income limits will be inserted prior to lease up.]**

PBV and RAD households pay approximately 30% of their monthly income in rent as determined by HACLA. No minimum income requirements

One 2bd unit will be reserved for the management staff.

All applicants must meet certain underwriting guidelines. This project is subject to the requirements of several funding sources that have made it feasible. The above information reflects these requirements to the best of management's knowledge at this time, but is subject to change if required for compliance with law, regulations or policy changes.

Total gross household income cannot exceed AMI for applicable household size.

III. VERIFICATION PROCESS

Due to the low-income nature of the residents housed at affordable communities, like **Jordan Downs Area H**2A, many applicants have no or negative credit. Accordingly, we cannot rely on customarily used credit scoring devices when assessing an applicant's credit worthiness. Although applications with excessive collection accounts may be the basis for denial of applicants, for the restricted units, we apply a holistic approach to review credit reports and consider mitigating circumstances including domestic issues, recent job losses, disproportional housing cost to income ratios and student loan or medical debt situations before making rental decisions. Returning Residents will not be screened for credit.

A. Financial

1. All income will be verified in writing by the income source indicated on income certification form.

2. All assets, including bank accounts, will be verified in writing.

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3. Upon initial occupancy, except for existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates and have been approved for occupancy by HACLA, resident's income cannot exceed 30%, 40%, 50%, 60%, or 80% of the area median income (depending on the unit applied for) as published annually by the U. S. Department of Housing and Urban Development and The California Tax Credit Allocation Committee.

4. For PBV and RAD units, since the rent is calculated by HACLA at approximately 30% of income, there is no minimum income requirement.

5. Applicants with Section 8 tenant-based vouchers may not use their Section 8 tenant-based voucher to occupy a RAD or PBV unit but may apply to be on the waiting list for RAD or PBV units.

6. Third-party income verification will be required from all sources, including but not limited to:

    a. Employment, Self-Employment
    b. Savings and checking
    c. Pension
    d. Disability
    e. Asset verification, property, home, stocks, bonds, annuities, IRA, etc.
    f. Government assistance, A.F.D.C., food stamps, etc.
    g. Social Security
    h. Child Support/Alimony
    i. Non-Tuition Financial Aid.

7. Income calculations are based on the applicant's annual gross (anticipated) income for the following 12 months. Annual gross income includes income from any and all assets. In the case of self-employment, net income is calculated.

8. For applicants that are not Returning Residents, a credit reference will be required for all household members over eighteen years of age covering the last five years. Seven or more negative credit references, collection accounts exceeding $2,500, unmet obligation owed to a previous landlord, unlawful detainer, or bankruptcy discharged within the last three years may be grounds for denial.

9. Applicants will have the option to include supplementary information with their application to explain any issues such as foreclosures, bankruptcy and negative credit. In situations where an applicant provides such supplemental information, such information will be considered as part of the housing determination.

B. Criminal Background Checks

It is the policy of Jordan Downs Area H to screen applicants, residents and household members for criminal history, and to reject applicants, or terminate the leases of residents, if it is determined that current or past criminal activity of an applicant, resident

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or household member may indicate a present threat the health, safety, or right to peaceful enjoyment by other residents, property management staff or persons residing in the immediate vicinity of the facility. Neither HACLA nor the Owner may screen any returning Jordan Downs household or family in good standing with a Declaration of Right to Retain Tenancy. Households displaced by the Jordan Downs Redevelopment, whether pursuant to the RAD Program or otherwise, have the right to return to the redeveloped site.

The Controlled Substances Act (CSA), Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as enacted and effective October 27, 1970, classifies marijuana as a Schedule I drug, placing it into a category reserved for those substances which have "a high potential for abuse" and for which there is "no currently accepted medical use..."

In spite of ongoing efforts to reclassify or otherwise decriminalize marijuana use, it remains illegal in the Schedule I classification under federal law. Notwithstanding, California voters passed via a November 1996 ballot initiative the Compassionate Use Act (Proposition 215) allowing "seriously ill residents of the state, who have the oral or written approval or recommendation of a physician, to use marijuana for medical purposes without fear of criminal liability under…the [California] Health and Safety Code." The Medical Marijuana Program (MMP) was established under the California Department of Public Health to provide a system of registered identification cards for qualified patients to "possess, grow, transport and/or use Medical Marijuana…". Jordan Downs Area H obeys and abides by federal law, to this end, the use of so-called "medical marijuana", as well as the illegal use of all other controlled substances is not permitted at Jordan Downs Area H. Owner reserves the right to notice, serve and evict, if necessary, any household determined in violation of the drug use (as well as any other material) provisions of the lease agreement and occupancy rules.

Jordan Downs Area H may deny admission to applicants or terminate the lease of any resident or household member who is or has been engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.

1. PBV and RAD Units – HACLA Screening (Administered by HACLA)

   HACLA will apply the following Criminal Screening Criteria to all PBV and RAD Unit applicants (except for existing Jordan Downs residents with a Right to Return Certificate intended for Jordan Area H):

Grounds and Terms of Terminations and Denials	
Criminal, Drug, Alcohol Grounds	
Prior **drug related** eviction from federally assisted housing (Drug related now includes illegal use or possession.)	**3 years** Family cannot merely withdraw the member from its application.

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Illegal use of a Drug (personal use)	**1 year** (admit if completed or enrolled in rehab)
Methamphetamine production/manufacture (Any conviction anywhere)	**Lifetime** (Self admission or crim. hist.)
Prior Violent Criminal Activity	
Registered sex offender (in any state)	**Lifetime** (Self admission or crim. hist.)
Alcohol abuse	**1 year** (admit if completed or enrolled in rehab.)
Other Grounds	
Damages to Assisted Unit	**5 years** (Damage exceeds $2000)
Income consent forms, Citizenship, Social Sec. Info	**Always.** Follow 24 CFR Part 5 (esp. re citizenship denials)
Abusive or violent behavior or threat of (toward any staff)	**10 years**
Fraud	**10 years** (from termination of HAP contract)
Termination from S8 for cause (skips, tenant HQS violation, other program violations)	**5 years** (from public housing authority programs only)**, 2nd time = permanent ban**
Eviction from Assisted Housing	**3 years** (from public housing authority programs only) **2nd time = permanent ban**
Owes money to any public housing authority (includes live-in aide)	**Always** (applicants can repay within 30 days, participants can enter into repayment agreement)
Refusal to sign Crim. Hist. Request or be fingerprinted	**Always** (Includes live-in aide)
Refuses assistance with conditions or any adult in family does not sign conditions.	**Always**

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	(Only family members, not live-in aide)
Exceptions and Reasonable Accommodations	
Mitigating Circumstances & Reasonable Accommodations	HACLA may make reasonable accommodations to its terminations and denial policy (in accordance with 24 CFR Part 8)

NOTE: Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the other Resident Selection Criteria outlined in this Plan. The resident selection criteria is used to demonstrate the applicant's suitability as a resident using verified information on past behavior, to document the applicant's ability, either alone or with assistance, and to comply with essential lease provisions and any other rules and regulations governing residency.

2. Additional Owner Screening - All Units:

   JSCO will apply the following criminal history screening criteria to all applicants (RAD and PBV) except those Relocating Residents holding a Right to Return Certificate from HACLA intended for relocation to Jordan Downs Area H.

a. Criminal record checks will be conducted on all household members over eighteen years of age who have satisfied the income requirements, credit report and tenancy requirements. This process will also apply for attendant care providers that will be occupying the unit. A criminal history or misdemeanor offense(s) could be grounds for denial:

Criminal, Drug, Alcohol Grounds	
Conviction for drug related criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
Conviction for violent criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
Other criminal conviction that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
If any adult household member is subject to any state's sex offender lifetime registration	**Lifetime**

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requirements.	

C. History of Responsible Tenancy, Behavior and Conduct

Current housing references will be obtained for non-Returning Residents in non-replacment Units. Previous landlords during the past three years may also be contacted. Housing references will help determine rental history including but not limited to non-payment of rent, repeated disruptive behavior, and chronic late rent payments. A determination will be made regarding whether or not the applicant has demonstrated a record of conduct which could constitute a material violation of **Jordan Downs Area H** Occupancy Agreement provisions or applicable tenancy law. If such a record of violations is documented, that will be considered grounds for a determination of ineligibility.

If housing references are not available, applicants will be asked to provide as much information as possible regarding where they have been living for the past three years. On a case by case basis, if sufficient landlord references are not available, staff may require written verification from social workers or others involved with the applicant in a professional capacity as to homeless status. Based upon these references, staff will decide if the applicant has demonstrated an ability and willingness to live peacefully with neighbors and refrain from behavior that jeopardizes the safety, security and peaceful enjoyment of the community. The level of support an applicant has, transitional living programs completed, and the appropriateness of an applicant's needs with the services offered will be considered.

At the request of an applicant, a reasonable accommodation request will be considered. In addition, with the approval of the reasonable accommodation, the applicant will be given an opportunity to appeal any application denial based on information obtained from criminal record checks. However, all applicants will have to demonstrate that they meet program requirements. See Section XI, Appeals, for more information.

IV. WAITING LIST

Offer of Apartment:

Applicants will be offered only one apartment. Mitigating circumstances may be taken into account, if the offer is not accepted such as an emergency situation or hospitalization. If an applicant on the Site Specific RAD/PBV Waiting List or the Section 8 Waiting List (for Non-Replacement PBV units) rejects the unit offered to him/her, their rejection of the unit will processed as set forth in HACLA's Section 8 Administrative Plan.

A. When the next 30-day notice is received by management, it will be the responsibility of the manager to notify HACLA and request referrals for the unit. For future RAD and PBV

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vacancies, HACLA will conduct eligibility screenings and refer applicants in accordance with the Section 8 Administrative Plan.

V. GENERAL

A. All applicants will be initially interviewed by the manager or a representative of the management agent.

B. It will be the responsibility of the site manager or management agent to inform the applicant in writing of rejection or approval.

Management will notify applicants who are rejected, in writing, and the applicants will be informed of their option to appeal this decision.

VI. REJECTED APPLICATIONS

A. Applications may be rejected for any of the following:

1. Blatant disrespect, disruptive or anti-social behavior toward management, the property, or other residents exhibited by an applicant or family member any time prior to move-in (or demonstrable history of such behavior);

2. A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits (when house visits apply), or eviction for cause (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

3. A negative credit report, as described in paragraph III.(A).8 (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

4. Criminal conviction as described in paragraph III.(B).2.a (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

6. Falsification of any information on the application;

7. Household size that does not conform to the stated minimum and maximum sizes;

8. Income exceeding the area median based upon income limits established at the property;

B. Personal History:

1. Documented history of violence or abuse (physical or verbal), in which the applicant was determined to be the antagonist, that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project, may be grounds for rejection, based on a case by case

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analysis.

2. Current abuse of alcohol or use of illegal drugs that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project, may be grounds for rejection, based on a case by case analysis. Use shall constitute abuse for illegal drugs (unless required by a doctor's verification).
3. Other good cause, including, but not limited to, failure to meet any on the resident selection criteria in this document.
4. All rejected applicants will have the right to appeal the decision. The appeal should be sent to the on-site management office and must be received by the site manager or managing agent no later than fourteen (14) days after the rejection letter is received. Within three (3) working days of receipt of an appeal, the appeal will then be forward to the Regional Manager of The John Stewart Company and to the assigned Residential Service Coordinator for the property and a decision will be rendered within seven (7) days.

VII. FAIR HOUSING

The property will comply will all federal, state, and local fair housing and civil rights laws and with all equal opportunity requirements.

VIII. POLICY ON PRIVACY

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974.

This in no way limits the management's ability to collect such information as may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

IX. PET POLICY

Residents may have pets in accordance with the Pet Policy. All pets must be pre-approved by Management, and a $300 pet deposit will be required.

X. ACCESSIBLE UNITS

Units are accessible for residents with mobility and sensory or visual impairments. As required by TCAC and the Los Angeles Housing and Community Investment Department (HCIDLA), preference will be given to applicants who require a unit with the specific design features offered in accessible units in the development. All reasonable efforts will be made to rent accessible units to applicants who require or who could benefit from such units. In the case of an accessible unit, when no qualified household has applied that requires the design features offered, then the unit will be offered to the next qualified household. This applicant will be required to complete a Lease Addendum form, whereby they agree to transfer to a non-accessible unit within the development should a tenant or applicant require an accessible unit.

The addendum states:

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"Resident acknowledges that the unit now occupied by Resident was specifically designed and adapted for occupancy for persons living with mobility, visual and hearing impairments needing accessible units. Resident further acknowledges that, as of the date hereof, Resident does not need an accessible unit and that Management retains the right to allocate accessible units to those who have the greatest needs for units. Resident agrees that should another existing resident, or applicant, need an accessible unit that Resident, will upon (30) days written notice from Management, move to a different dwelling unit of comparable size and rent. Failure to accept or move to the offered unit shall be deemed material non-compliance with this Occupancy Agreement and be cause for termination of the Agreement."

If after occupying the accessible unit, the physical condition of a member of the household changes and a household member would then benefit from continued occupancy in the accessible unit, the household would not be required to move.

Failure to accept or move to the offered unit shall be deemed material non-compliance with the lease and would be cause for termination of tenancy.

XI. APPEALS PROCEDURE

If an applicant household is deemed ineligible for occupancy, they will be notified in writing of the determination, and the notification will include the reason for the determination. All applicants who are determined to be ineligible will also be notified of their right to appeal the determination. This appeal is preferred in writing and should be sent to the on-site management office, but verbal appeals will also be accepted. The written appeal must be received within 14 days from the date that the determination letter was mailed. If the applicant(s) does not exercise their appeal in writing and within the required period, the applicant(s) will be ineligible for housing and their application removed from the processing list as well as from the waiting list.

Applicants who appeal the initial decision of ineligibility will meet with the property representative. The applicant may bring to this meeting any documentation, evidence, or additional information. The Property Representative will also confer with staff and review the applicant's file in its entirety. If the appeal fails a Regional Manager who had no involvement in making the original decision of ineligibility will review. The Owner's Representative will make a final decision based on the merits of all information reviewed. A written decision will be placed in the applicants file. All decisions on appeals will be made within 20 days of the appeal.

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Jordan Downs Area H2A

Thank you for your interest in to live at Jordan Downs Area H2A located at 2299 East 99th Place, Los Angeles, CA 90002. Jordan Downs Area H offers 80 affordable family units and is the second phase of the redevelopment of the Jordan Downs community.

Unit amenities include:

- Dishwasher
- Garbage Disposal
- Refrigerator
- Stove
- Central A/C
- Ample storage

Community Amenities include:

- Parking
- Onsite Property Manager
-

This housing is offered without regard to race, color, national origin, sex, religion, ancestry, genetic information, source of income, age, marital status, familial status, sexual orientation or preference, gender identity, or disability, or any other basis prohibited by law.

A person with a disability may request a reasonable accommodation (a reasonable change in policies), a reasonable structural modification, an accessible unit or the provision of auxiliary aids and services, in order to have equal access to a housing program. If you or anyone in your household has a disability, and because of that disability requires a specific accommodation, modification or auxiliary aids or services to fully use our housing services, please contact our staff for a reasonable accommodation form.

JORDAN DOWNS AREA H2A APPLICATION PROCESS

Interview

At your scheduled appointment, please come prepared with all requested supporting documents as outlined in the Application Checklist below. We will confirm the information supplied on your application, and answer any concerns you may have. This interview normally takes approximately 45 minutes. All persons who will be living in the apartment, irrespective of their age, must participate in this interview. If applicable, your leasing associate must verify credit, criminal background check, rental history, and all sources of income and assets. Your patience and cooperation is appreciated.

Apartment Offer
When all documents have been received, verified and approved, qualified applicants will be invited back to view the apartment that has been selected for them. Remember, you will only receive one offer of an apartment. If you decline that apartment, you will be considered to have withdrawn your application.

12 Month Lease Term
Leases will be for a minimum term of one year.

Pets
Residents may not keep any type of pet on the premises, with the exception of those persons with disabilities requiring service animals, or as otherwise required by law.

Parking
There are a limited number of resident spaces at Joran Downs Area H2A. Parking is restricted to cars owned by residents of Jordan Downs Area H2A. All cars must be registered in the name of the resident; and residents must provide proof of current auto insurance and must provide a valid driver's license. All cars must be for personal use only, be in working order, and be maintained in a safe condition at all times. Vehicles not in compliance will be towed at the owner's expense. No exceptions. Accessible spaces are available.

What if I need changes in the way I communicate with you as a result of a disability?
If as a result of a disability you need changes in the way we communicate with you, please contact us by calling The John Stewart Company at (213) 787-2760.

Jordan Downs Area H2A is funded by a federally regulated government program called the Low-Income Housing Tax Credit Program (LIHTC). This program, as well as other sources used to build the property, requires management to screen all applicants carefully. The LIHTC program also has restrictions related to full-time students, which require us to determine a student's eligibility on a quarterly or semester basis. All potential residents must qualify based on projected annual income (including all assets), household size, credit and rental history, and criminal background screening. This screening and verification process is applied equally to every applicant who applies for the affordable apartments.

INTERVIEW CHECKLIST

****DO NOT SUBMIT THIS INFORMATION WITH YOUR APPLICATION. THIS MAY BE REQUIRED AT THE TIME OF INTERVIEW. ****

If Applicable, we will may require the following documents to determine your eligibility (we can make copies for you):

1. A copy of a State or National Picture ID for each adult applicant
2. A copy of Social Security Card for all household members (if applicable)
3. Birth Certificates for all minors under 18
4. Supporting documents as defined below:

Bank Accounts and Any other Assets:	The two most recent statements, owned by any household member. This includes 401(k)'s, 403(b)'s, IRA's, stocks, and any jointly held accounts. The six most recent statements for checking accounts.
Employment:	Last three months consecutive paystubs for all household members who are 18 and older; if a household member is cash paid, they must provide a tax return if filed.
Self-Employment:	Last year's IRS Tax Return including Schedule C for all household members who are 18 and older
Social Security (SSA):	Latest award letter, for any household member
Supplemental Security (SSI)/Disability:	Award letter or printout, dated within last 30 days, for any household member
Unemployment:	Printout of benefit statement or copy of last letter showing current monthly benefit for all household members who are 18 and older.
Monetary Assistance:	This is regular gifts or payments from anyone outside of the household (includes anyone paying your bills) for any household member regardless of age. The payer may need to provide a bank/asset statement showing funds equaling ten times the annual assistance.
GA/AFDC/TANF:	Latest Notice of Action letter, for any household member
Child Support/ Alimony:	Most current court order or CASES printout showing pay history and case summary
Students:	Student household members may be required to provide financial aid documentation and/or an unofficial transcript.
Other:	If you have real estate, you will be asked to provide a grant deed, mortgage statement, and tax return. If any household member has regular pay as a member of the Armed Forces; severance payments; settlements; lottery winnings or inheritances; death benefits or life insurance dividends; trust benefits; or any other source of income, provide documentation to support the source of income.

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Fill in all blanks. Incomplete applications will not be processed.

Lead Applicant Name	Mailing Address Street	Apt #
Co-Applicant	City State	Zip
Home Phone ( )	Contact/Interpreter Name	Contact/Interpreter Phone ( )
Work Phone ( )	Preferred Apartment Size (circle one) 1BR 2 BR 3BR 4BR 5BR	Total Number of People in Household
Where did you hear about us?		

Please consider completing this OPTIONAL section	If Yes: What design feature(s) do you require?
Do you require special unit design features? Yes or No	□ Visual Impairment □ Hearing Impairment □ Mobility Impairment □ Other: Specify

List below all persons who will be living in the apartment

Name	Social Security No.	Date of Birth	M/F	Relationship to Applicant #1
1.				SELF
2.				
3.				
4.				
5.				
6.				
7.				

Please answer the following questions:

Household Size

Do you expect any changes to your household size within the next 12 months?..... Yes or No (circle one)

Explain: Name, Relationship, etc.

Evictions

Have you or anyone in your household ever been evicted? ..... Yes or No (circle one)

Explain:

Bankruptcy

Have you or anyone in your household ever filed for bankruptcy? ..... Yes or No (circle one)

Explain:

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Custody

Do you have full custody of your child(ren) listed above? ..... Yes or No (circle one)

Explanation of custody arrangements:

Child Support or Alimony

We must count court ordered support whether or not it is received unless legal action has been taken to remedy.
We must also count support that is not court-ordered but received directly from payer)

Are you or any one in your household entitled to receive child support or alimony?..... Yes or No (circle one)

If money is not actually received, are you taking legal action to remedy? ..... Yes or No (circle one)

Please provide the name(s) and address(es) of Agency, Court, or Individual providing the support.

Name: Address:

Live-In Care Attendant

Will you or anyone in your household require a live-in care attendant? ..... Yes or No (circle one)

Section 8 Rental Assistance

Do you possess a current Section 8 voucher or certificate? ..... Yes or No (circle one)

Is it transferable? ..... Yes or No (circle one)

Please provide the name and address of your County or City Housing Authority:

Name: Address: Phone: ( )

Pets

Do you have a pet?..... Yes or No (circle one)

If Yes, how many? Description:

Student Information

This apartment is governed by a regulatory agreement that has restrictions on full-time students and requires us to determine student status.
We must determine this prior to eligibility and, if such eligibility is granted, each subsequent year you remain in the unit.

Are you or any member of your family (including minors) a student? .....Yes or No (circle one)

If Yes, please list (use reverse if necessary):

Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME

Personal

In case of emergency, please notify: Phone # Relationship

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please complete the following income information for every household member:
Include all income anticipated for the next twelve (12) months.

The following are possible sources of income (use Additional Applicant Income form if necessary):

Employment, wages or salaries - include overtime, tips, bonuses, commissions, and payments received in cash
Regular gifts or payments from anyone outside of the household (includes anyone paying your bills)
Public Assistance, General Assistance/Relief or AFDC, TANF, CalWorks
Regular pay as a member of the Armed Forces
Unemployment benefits or workers compensation
Stock Dividends
Social Security, SSI or any other payments from Social Security Administration
Veteran's Benefits, Pensions, retirement Benefits or Annuities
Disability, death benefits or life insurance dividends
Payments from rental properties, land contracts, or other forms of real estate
Financial Aid
Self-employment
Child Support or Alimony
Severance Payments
Settlements
Lottery Winnings or inheritances
Any other source of income not listed

Applicant #1 - Income

Name	Drivers License/ID #

Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Total Income Per Year	**$**

Applicant #2 - Income

Name	Drivers License/ID #

Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Total Income Per Year	**$**

Zero Income Verification

Are YOU or is ANY other ADULT member of your household claiming zero (0) income? Please list: Name(s):

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please complete the following asset information for ALL household members (including minors):
Include all assets held and the corresponding balance or value of the asset. Include assets that may be held jointly with another person. An asset is defined as any lump sum amount that you hold and currently have access to.

The following are possible sources of assets (use Additional Applicant Asset form if necessary):

Checking or savings accounts
CD's, money market accounts, or treasury bills
Pensions, IRA's, KEOGH or other retirement accounts
Real estate, rental property, land contracts for deeds or other real estate holdings
Insurance Settlements
Stocks, bonds or securities
Trust funds
Personal property as an investment
Any other asset not listed

Applicant #1 - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant #2 - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Have you or any other member of your household disposed of or given away ANY asset(s) for LESS than fair market value within the last two years?..... Yes or No (circle one)

Amount: $ Explanation:

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please provide names and addresses of the Lead Applicant's landlords for the last five years:
(Use Additional Applicant Residential History Form for all other applicants, if necessary)

Current Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

I certify that the foregoing information is true, complete and correct. I also understand that false statements or omissions are grounds for disqualification, eviction and/or prosecution under the full extent of California law.

I certify under penalty of perjury that we are not: a) an owner, developer, or sponsor of the Project, b) an officer, agent, or consultant, or elected or appointed official of the Owner, developer or sponsor of the Project, or c) a member of the Immediate Family of such person described in a) or b).

Applicant #1	**Date**
Applicant #2	**Date**
Applicant #3	**Date**
Applicant #4	**Date**
Applicant #5	**Date**
Applicant #6	**Date**
Applicant #7	**Date**

Inquiries may be made to verify the statements herein. I authorize the release of the requested information to Jordan Downs H2A /The John Stewart Company for purposes of income verification and credit. While Jordan Downs H2A may obtain criminal history checks on potential residents, occupants, guests or contractors in the Community, Jordan Downs Phase H2A has no duty to do so, and does not warrant or guarantee the personal safety of any resident, occupant, guest or other person in the Community.

OPTIONAL INFORMATION

In order to help us assess affirmative Fair Housing effectiveness, please check the category which best describes your race and your ethnicity.

This information is strictly voluntary on your part.

Race	Choose One
American Indian or Alaska Native	☐
American Indian or Alaska Native and White	☐
American Indian or Alaska Native and Black or African American	☐
Black or African American	☐
Black or African American and White	☐
Asian and White	☐
Asian	☐
Native Hawaiian or Other Pacific Islander	☐
White	☐
Other:	☐
Decline to State	☐

Ethnicity	Choose One
Hispanic	☐
Non-Hispanic	☐
Decline to State	☐

DO NOT WRITE OR SIGN YOUR NAME ON THIS PAGE

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Additional Applicant Income form

Please complete the following income information for every household member:
Include all income anticipated for the next twelve (12) months. (Use reverse side if necessary)

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Additional Applicant Assets form

Please complete the following asset information for ALL household members (including minors):
Include all assets held and the corresponding balance or value of the asset. Include assets that may be held jointly with another person. An asset is defined as any lump sum amount that you hold and currently have access to.

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Additional Applicant Residential History form

Please provide names and addresses of your landlords for the last five years:
(Use reverse side if necessary)

Residential History for Co-Applicant # (please print name): _____

Current Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Jordan Downs Area H2A
GROUNDS FOR DENIAL OF RENTAL APPLICATION

It is the responsibility of each applicant to provide any and all information required to determine eligibility. The following lists the reasons why we might deny your application (Items 1, 2 and 4 do not apply to Returning Residents):

1. Credit (student loans and medical expenses are excluded)
a. Total unmet credit problems (including governmental tax liens), within the last three (3) years in excess of $2,500.
b. A bankruptcy (within the last three years).
c. A total of seven (7) unmet credit problems of any value within the last three (3) years.

2. Rental History
a. A judgment against an applicant obtained by the current or previous landlord within the last three (3) years.
b. An unmet obligation owed to a previous landlord within the last three (3) years.
c. The applicant must have made timely payments of the last year's rental payments.

3. Personal History
a. A documented history of violence or abuse, (physical or verbal), in which the applicant was determined to be the antagonist, that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project.
b. Current abuse of alcohol or use of illegal drugs. Use shall constitute abuse for illegal drugs (unless required by doctor's verification).

4. Criminal Background Check (based on individual analysis and review of circumstances)
a. If any adult household member is subject to any state's sex offender lifetime registration requirement
b. Conviction for violent criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.
c. Conviction for drug related criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.
d. Other criminal conviction that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.

5. Annual Income/Occupancy standard/other program regulations
a. Annual Income (including assets) not within the established restrictions for the property.
b. Household size must meet the established occupancy standard for the property.
c. Applicant must meet all program regulated eligibility requirements.

6. Documentation: Each potential occupant must provide all documentation required by the selection process.
a. Not showing up for an interview,
b. Not providing a completed and signed application, release of information, grounds for denial, and application fee (if required).
c. Not providing landlord references covering the last three years of residency. *Please note: Applicants who have not held a rental agreement for a minimum period of twelve months within the last three years will be required to provide references from a person not related to the applicant who has known the applicant for at least three year*s.
d. Not providing appropriate proof of all income sources and assets.
e. Not providing any other documents required to determine eligibility.

7. Offer of an Apartment
Applicants will be offered only one apartment. Declining the offer of an apartment is considered to be a withdrawal of the application by the applicant.

8. Other Eligibility Requirements
a. N/A

I have read and understood the foregoing and find them to be reasonable reasons my rental application may be denied.

_____ _____
Adult Applicant # 1 **Date**

_____ _____
Adult Applicant # 2 **Date**

_____ _____
Adult Applicant # 3 **Date**

_____ _____
Adult Applicant # 4 **Date**

EQUAL HOUSING OPPORTUNITY

Tenant/Client Request for a Reasonable Accommodation

The following tenant, applicant or client claims a physical or mental impairment that limits his or her ability to occupy our housing.

Name: _____ Date: _____

As a result of the disability, this person is requesting the following Reasonable Accommodation(s):

☐ A change in a policy, practice or procedure: (Please specify, e.g., a change in visitor procedures.)
☐ A physical change in the housing unit: (Please check needed accommodation(s).)

_____ Addition of grab bars for bath/shower
_____ Modification of the fire alarm system to accommodate visual impairment.
_____ Modification of the fire alarm system to accommodate hearing impairment
_____ Other (please explain): _____
_____

Verification of Need:
You MAY be asked to allow us to verify the need for this accommodation. If so, the information we obtain will be kept completely confidential and used solely to determine that the accommodation is needed.

Providing the Accommodation:
If we cannot provide this accommodation immediately, you will get an answer to this request within 10 days. If you do not agree with the response, you may appeal the decision to: Jordan Downs Area H2A

ATTN: Tanita Davis
888 S. Figueroa Street, Suite 400
Los Angeles, CA 90017

Notice of Right of Reasonable Accommodation

If you have a physical or mental health problem, or a disability, and as a result, you need…

- A change in the rules or policies or in how we do things that would give you an equal chance to participate in the program or use our services,
- A change in the way we communicate with you or give you information,
- A physical change to your housing unit,

You may ask for this kind of change, which is called a **Reasonable Accommodation**.

Your Request

If you can show that you have a disability or health problem that interferes with your use of our services, program, or housing, and if your request is reasonable, we will try to make the changes you request. You can ask for this change by contacting the Property Manager or a Leasing Agent. These staff can assist you in filling out a Reasonable Accommodation Request Form.

Our Response

We will give you an answer in 10 days, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk with you about other ways to meet your needs. If we turn down your request, we will explain the reasons in writing and you can give us more information, if you think that will help. You may also appeal our decision and we will tell you how.

Confidentiality

All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy our services and programs. It is illegal for us to deny you any services or retaliate against you because you made a Reasonable Accommodation Request.

Jordan Downs Area H2A

Release of Information
for the purpose of determining eligibility for affordable housing

I authorize the release of any information The John Stewart Company may request from third parties regarding myself and all other persons included in the application for Jordan Downs Area H2A, for the purpose of determining my eligibility for affordable housing, including the following:

Personal, Credit, Landlord and
Employer References
Apartment Rentals and Tenant History
Employment
Self-Employment
Savings and Checking Accounts
Family Support
Child Support
Alimony
Aid to Families with Dependent Children (AFDC)
TANF
Criminal Background

Annuities
Pension Benefits
Union Benefits
Assets
Social Security Benefits
Financial Assistance
Workers Compensation
General Assistance
Disability
Educational Grants and Work Study
Any Other Income or Assets not listed
Sex Offender Screening

_____ _____
NAME (Please Print) **DATE**

_____ _____
SIGNATURE **DATE**

Please sign one form for each adult applicant (18 years and older)
Please make as many copies as necessary

EQUAL HOUSING OPPORTUNITY

1/01

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Preventive Maintenance is regular, systematic inspection, cleaning & repair of parts, equipment, materials & systems in order to prevent unplanned or premature failure.

Instructions:

1 Form can be used as computer spreadsheet or photocopied & used manually
2 Modify form to suit individual property needs and conditions
3 Delete items that don't pertain to your property
4 Add "X" boxes under appropriate months
5 Insert "Staff" if done in-house, vendor name if contracted out
6 Insert work order # for every task
7 Assign work order for every task
8 Complete task within 30 days of scheduled date

Property Name / Regional Office: _____ Date: _____

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
MANDATORY **ROUTINE MAINTENANCE & SAFETY INSPECTIONS**																	
SITE	Q1 Safety Inspection	Submit by March 31st	Annually			X											
BUILDING EXTERIOR	Q1 Safety Inspection	Submit by March 31st	Annually			X											
BUILDING SYSTEMS	Q2 Safety Inspection	Submit by June 30th	Annually						X								
COMMON AREAS	Q2 Safety Inspection	Submit by June 30th	Annually						X								
APARTMENT UNITS	Q3 Safety Inspection	Submit by September 30th	Annually/Turnover									X					
SAFETY COMPLIANCE	Q4 Safety Compliance Checklist	Submit by December 31st	Annually												X		
SITE																	
Grounds	Fencing, gates & retaining walls	Inspect/repair damage	Quarterly														
	Fire Hydrants	Check location/accessibility	Annually														
	Mailboxes	Inspect/repair damage	Semi-annually														
	Sidewalks	Inspect/grind trip hazards	Semi-annually														
	Shrubs & plants	Trim away from buildings	Annually														
	Trees	Prune (certified arborist)	5 years														
Irrigation	Backflow preventer	Inspect/test/repair	Annually														
	Irrigation controllers	Check & adjust	Semi-annually														
	Irrigation lines & sprinkler heads	Inspect/adjust/repair	Monthly														
	Irrigation timers	Check & reset	Semi-annually														
Parking Lots/Driveways	Automatic vehicle gates	Inspect/repair	Monthly														
	Cracks, potholes, settlement	Inspect/repair	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	Pavement surface	Steam clean	Annually														
	Pavement surface	Slurry seal and stripe	Every 5 years														
Play Areas & Equipment	Play area surface	Inspect/repair	Quarterly														
	Play equipment	Inspect/repair	Quarterly														
Storm Drainage	Catch basins and storm drains	Clean/Repl. missing covers	Semi-annually														
Swimming Pool	Pool & pool equipment	Inspect/clean/service	Quarterly														
Walkways/Steps	Handrails	Inspect/repair damage	Semi-annually														
	Stair treads	Inspect/repair damage	Semi-annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
BUILDING EXTERIOR																	
Balconies & Decks	Condition and drainage	Inspect/clear obstructions	Semi-annually														
	Guardrails - loose, damaged	Inspect/repair	Annually														
	Deck Coating	Inspect/recoat	5 years														
Building Walls	Building exterior	Clean/powerwash	5 years														
	Paint	Touch-up	Annually														
	Siding - cracks/gaps/holes	Inspect/repair	Annually														
Doors	Hardware (locks, closers, panic bars)	Inspect/repair damage	Monthly														
	Surface, frames, trim, thresholds	Inspect/repair damage	Annually														
	Weather stripping	Inspect/replace	Annually														
Fire Escapes	Components	Inspect/repair damage	Annually														
	Path of egress	Inspect/clear obstructions	Monthly														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Lighting	Fixtures & bulbs - exterior	Inspect/repair/replace	Quarterly														
	Outside light timers	Inspect/reset	Semi-annually														
	Photocells	Inspect/repair	Semi-annually														
Roofs	Gutters, downspouts, drains & scuppers	Inspect/clean/repair	Semi-annually														
	Roof surface	Clean/inspect/repair	Semi-annually														
	Roof vents & flashings	Inspect/repair damage	Semi-annually														
	Splashblocks	Reposition/replace missing	Semi-annually														
Windows	Caulking/seals/glazing compound	Inspect/replace	Annually														
	Exterior glass	Clean/wash	Annually														
	Panes - cracked/broken	Inspect/repair damage	Monthly														
	Quick-release locks on all security bars	Inspect/verify	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
BUILDING SYSTEMS & EQUIPMENT																	
Domestic Water	Backflow preventer	Inspect/test/certification	Annually														
	Boiler - Domestic water	Service & certification	Annually														
	Boiler - Heating	Service & certification	Annually														
	Central water supply	Inspect/repair leaks	Quarterly														
	Circulating pump(s)	Inspect/lube/repair	Annually														
	Exhaust vents - Boilers & Hot Water Heaters	Inspect/align/repair	Quarterly														
	Hot Water Heater(s)(HWH)	Flush Tank(s)	Annually														
	HWH seismic straps - tight, wrap-around straps	Inspect/verify	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	HWH TP relief valve(s) is 18" or less from floor	Inspect/verify	Annually														
Electrical System	Access to panels/subpanels	Ensure clear/unobstructed	Monthly														
	Breakers and breaker blanks	Inspect/replace missing	Annually														
	Covers (switches & outlets) - broken/missing	Inspect/replace	Annually														
	GFIs	Inspect/test/replace	Annually														
	Lighting - fixtures/bulbs - common/utility areas	Inspect/replace	Quarterly														
Elevators	Elevator operation & safety	Routine service	Quarterly														
	Elevator permit	Ensure current & posted	Annually														
	Elevator recall	Recall test	Annually														
Emergency Power	Emergency exit lighting	Test/Replace battery	Monthly														
	Emergency exit signs	Test/Replace battery	Monthly														
	Emergency generator	Start up/document operation	Weekly														
Fire Protection	Evacuation signs	Inspect / replace if missing	Annually														
	Fire alarm control & annunciator panels	Inspection & service	Annually														
	Fire alarm system	5 year certification	5 Years														
	Fire alarm horns	Inspect/test for operation	Annually														
	Fire doors	Inspect/test for operation	Annually														
	Fire hoses - condition, identification signage	Inspect/repair/replace	Annually														
	Fire hoses	5 year certification	5 Years														
	Fire sprinkler control valves	Inspect/repair/replace	Annually														
	Fire sprinkler heads	Inspect/clean/replace	Annually														
	Fire sprinkler system	Inspection	Quarterly														
	Fire sprinkler system	Inspection & service	Annually														
	Fire sprinkler system	5 year certification	5 Years														
	Portable fire extinguishers	Inspect/re-charge	Annually														
	Pull stations	Inspect/repair/replace	Annually														
	Smoke & heat detectors - check operation	Clean/replace batteries	Semi-annually														
	Standpipes	Inspect/test	Every 5 years														
	Fire escapes	Inspect & service	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
HVAC	Circulating pump	Inspect/lube/repair	Annually														
	Filters - furnace, A/C, rooftop air handling units	Replace	Semi-annually														
	Furnace exhaust vent stacks	Inspect/align/repair	Annually														
	Furnace ducts	Clean	10 Years														
	Heat boiler	Service & certification	Annually														
	Thermostats	Inspect/check operation	Annually														
	Wall furnaces	Inspect/clean/ck. operation	Annually														
Kitchen Equipment	Ice machine	Inspect/service	Annually														
	Refrigerator/freezer compressors	Inspect/service	Annually														
	Range, hood & exhaust filter	Inspect/clean	Annually														
	Vending machines	Inspect/service	Quarterly														
Laundry Equipment	Dryer vent connections	Inspect/clean/repair	Annually														
	Washer supply hoses	Inspect/replace	Annually														
	Washer drain hoses	Inspect/replace	Annually														
Misc. Equipment	Garage fans	Inspect/service	Quarterly														
	Sump pump	Inspect/clean/test	Annually														
Refuse Disposal	Bin capacity for trash & recycling	Verify adequacy	Annually														
	Trash area	Clean/powerwash	Annually														
	Trash compactor	Inspect/repair/service	Semi-annually														
	Trash chute doors	Inspect/repair	Semi-annually														
	Trash enclosures	Inspect/repair damage	Annually														
	Recycling Signage	Inspect/replace	Annually														
	Hazardous materials set-aside area	Ensure proper disposal	Weekly														
Sanitary Sewer	Main sanitary sewer lines	Hydrojet	Annually														
Security	Security cameras	Inspect/adjust/repair	Annually														
	Security entry systems	Inspect/repair/service	Annually														
Solar	Panels, pumps, pipes, tanks, controllers	Inspect/service	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Underground Gas Lines	From meter to building	Gas leak survey	Annually														
	From meter to building	Cathodic Protection survey	Annually														
Vehicles	Golf carts	Inspect/service	Quarterly														
	Trucks, vans	Inspect/service	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
COMMON AREAS																	
Doors	Hardware (closers, panic bars, locks, knobs, etc.)	Inspect/repair	Quarterly														
	Surface (holes, rust, delamination, peeling paint)	Inspect/repair	Quarterly														
	Weather stripping	Inspect/repair	Quarterly														
Flooring	Common area carpets	Steam clean	Semi-annually														
	Common area resilient flooring	Mop	Weekly														
	Concrete stairs & stairwells	Steam clean/powerwash	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
APARTMENT UNITS																	
Call-for-Aid		Check for operation	Annually														
Doors	Hardware (closers, locks, deadbolts)	Inspect/repair	Annually														
	Surface (holes, rust, delamination, peeling paint)	Inspect/repair	Annually														

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	Weather stripping (entry only)	Inspect/repair	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Electrical	Access to panels/subpanels	Ensure clear/unobstructed	Annually														
	Breakers and breaker blanks	Inspect/replace missing	Annually														
	Covers (switches & outlets)- broken/missing	Inspect/replace	Annually														
	GFCIs - kitchen & bathroom	Inspect/test/replace	Annually														
	Lighting - fixtures & bulbs	Inspect/test/replace	Annually														
	CO detector	Inspect/test/replace	Annually														
Fire Protection	Fire extinguishers	Inspect/re-charge	Annually														
	Fire sprinkler heads	Inspect/repair	Annually														
	Smoke detectors - check operation	Clean/replace batteries	Semi-annually														
	Carbon monoxide detectors	Test/ replace batteries	Annually														
Flooring	Carpet	Steam clean	Annually														
HVAC	Filters - furnace, A/C	Replace	Annually														
	Furnace exhaust vent stacks	Inspect/align/repair	Annually														
	Furnace ducts	Clean	10 Years														
	Thermostats	Inspect/check operation	Annually														
	Vent fans - bathroom and range hood	Clean/repair	Annually														
	Wall furnaces	Inspect/clean/ck. operation	Annually														
Hot Water Heater	Hot Water Heater (HWH)	Flush Tank	Annually														
	HWH exhaust vents	Inspect/align/repair	Annually														
	HWH seismic straps - tight, wrap-around straps	Inspect/verify	Annually														
	HWH TP relief valve is 18" or less from floor	Inspect/verify	Annually														
Plumbing	Faucets, angle stops, flex lines, stoppers	Check operation, leaks	Annually														
	Garbage Disposal	Check operation, leaks	Annually														
	Shower head and controls	Check operation, leaks	Annually														
	Toilet, wax seal, fill valve & flapper	Check operation, leaks	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														

Life Expectancy of Building Components

The following material was developed for the National Association of Home Builders (NAHB) Economics Department based on a survey of manufacturers, trade associations and product researchers. Many factors affect the life expectancy of housing components and need to be considered when making replacement decisions, including the quality of the components, the quality of their installation, their level of maintenance, weather and climatic conditions, and intensity of their use. Some components remain functional but become obsolete because of changing styles and tastes or because of product improvements. Note that the following life expectancy estimates are provided largely by the industries or manufacturers that make and sell the components listed.

Life Expectancy of Household Components	
Appliances	**Life in years**
Compactors	10
Dishwashers	10
Dryers	14
Disposal	10
Freezers, compact	12
Freezers, standard	16
Microwave ovens	11
Electric ranges	17
Gas ranges	19
Gas ovens	14
Refrigerators, compact	14
Refrigerators, standard	17
Washers, automatic and compact	13
Exhaust fans	20
Source: Appliance Statistical Review, April 1990	
Bathrooms	**Life in years**
Cast iron bathtubs	50
Fiberglass bathtub and showers	10-15
Shower doors, average quality	25
Toilets	50
Sources: Neil Kelly Designers, Thompson House of Kitchens and Bath	
Cabinetry	**Life in years**
Kitchen cabinets	15-20
Medicine cabinets and bath vanities	20
Sources: Kitchen Cabinet Manufacturers Association, Neil Kelly Designers	
Closet systems	**Life in years**
Closet shelves	Lifetime

Countertops	Life in years
Laminate	10-15
Ceramic tile, high-grade installation	Lifetime
Wood/butcher block	20+
Granite	20+
Sources: AFPAssociates of Western Plastics, Ceramic Tile Institute of America	
Doors	**Life in years**
Screen	25-50
Interior, hollow core	Less than 30
Interior, solid core	30-lifetime
Exterior, protected overhang	80-100
Exterior, unprotected and exposed	25-30
Folding	30-lifetime
Garage doors	20-50
Garage door opener	10
Sources: Wayne Dalton Corporation, National Wood Window and Door Association, Raynor Garage Doors	
Electrical	**Life in years**
Copper wiring, copper plated, copper clad aluminum, and bare copper	100+
Armored cable (BX)	Lifetime
Conduit	Lifetime
Source: Jesse Aronstein, Engineering Consultant	
Finishes used for waterproofing	**Life in years**
Paint, plaster, and stucco	3-5
Sealer, silicone, and waxes	1-5
Source: Brick Institute of America Floors	
Floors	**Life in years**
Oak or pine	Lifetime
Slate flagstone	Lifetime
Vinyl sheet or tile	20-30
Terrazzo	Lifetime
Carpeting (depends on installation, amount of traffic, and quality of carpet)	11
Marble (depends on installation, thickness of marble, and amount of traffic)	Lifetime+
Sources: Carpet and Rug Institute, Congoleum Corporation, Hardwood Plywood Manufacturers Association, Marble Institute, National Terrazzo and Mosaic Association, National Wood Flooring Association, Resilient Floor Covering Institute	

Footings and foundation	Life in years
Poured footings and foundations	200
Concrete block	100
Cement	50
Waterproofing, bituminous coating	10
Termite proofing (may have shorter life in damp climates)	5
Source: WR Grace and Company	
Heating, ventilation and air conditioning (HVAC)	**Life in years**
Central air conditioning unit (newer units should last longer)	15
Window unit	10
Air conditioner compressor	15
Humidifier	8
Electric water heater	14
Gas water heater (depends on type of water heater lining and quality of water)	11-13
Forced air furnaces, heat pump	15
Rooftop air conditioners	15
Boilers, hot water or steam (depends on quality of water)	30
Furnaces, gas- or oil-fired	18
Unit heaters, gas or electric	13
Radiant heaters, electric	10
Radiant heaters, hot water or steam	25
Baseboard systems	20
Diffusers, grilles, and registers	27
Induction and fan coil units	20
Dampers	20
Centrifugal fans	25
Axial fans	20
Ventilating roof-mounted fans	20
DX, water, and steam coils	20
Electric coils	15
Heat Exchangers, shell-and-tube	24
Molded insulation	20
Pumps, sump and well	10
Burners	21
Sources: Air Conditioning and Refrigeration Institute, Air Conditioning, Heating, and Refrigeration News, Air Movement and Control Association, American Gas Association, American Society of Gas Engineers, American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc., Safe Aire Incorporated	

Home security appliances	Life in years
Intrusion systems	14
Smoke detectors	12
Smoke/fire/intrusion systems	10
Insulation	**Life in years**
For foundations, roofs, ceilings, walls, and floors	Lifetime
Sources: Insulation Contractors Association of America, North American Insulation Manufacturers Association	
Landscaping	**Life in years**
Wooden decks	15
Brick and concrete patios	24
Tennis courts	10
Concrete walks	24
Gravel walks	4
Asphalt driveways	10
Swimming pools	18
Sprinkler systems	12
Fences	12
Sources: Associated Landscape Contractors of America, Irrigation Association	
Masonry	**Life in years**
Chimney, fireplace, and brick veneer	Lifetime
Brick and stone walls	100+
Stucco	Lifetime
Sources: Brick Institute of America, Architectural Components, National Association of Brick Distributors, National Stone Association	
Millwork	**Life in years**
Stairs, trim	50-100
Disappearing stairs	30-40
Paints and stains	**Life in years**
Exterior paint on wood, brick, stucco, aluminum	5-10
Interior wall paint (depends on the acrylic content)	5-10
Interior trim and door paint	5-10
Wallpaper	7
Sources: Finnaren and Haley, Glidden Company, The Wall Paper	

Plumbing	Life in years
Waste piping, cast iron	75-100
Sinks, enamel steel	5-10
Sinks, enamel cast iron	25-30
Sinks, china	25-30
Faucets, low quality	13-15
Faucets, high quality	15-20
Sources: American Concrete Pipe Association, Cast Iron Soil and Pipe Institute, Neil Kelly Designers, Thompson House of Kitchens and Baths	
Roofing	**Life in years**
Asphalt and wood shingles and shakes	15-30
Tile (depends on quality of tile and climate)	50
Slate (depends on grade)	50-100
Sheet metal (depends on gauge of metal and quality of fastening and application)	20-50+
Built-up roofing, asphalt	12-25
Built-up roofing, coal and tar	12-30
Asphalt composition shingle	15-30
Asphalt overlag	25-35
Rough structure	**Life in years**
Basement floor systems	Lifetime
Framing, exterior and interior walls	Lifetime
Source: NAHB Research Foundation	
Shutters	**Life in years**
Wood, interior	Lifetime
Wood, exterior (depends on weather conditions)	4-5
Vinyl plastic, exterior	7-8
Aluminum, interior	35-50
Aluminum, exterior	3-5
Sources: A.C. Shutters, Inc., Alcoa Building Products, American Heritage Shutters	
Siding	**Life in years**
Gutters and downspouts	30
Siding, wood (depends on maintenance)	10-100
Siding, steel	50-Lifetime
Siding, aluminum	20-50
Siding, vinyl	50
Sources: Alcoa Building Products, Alside, Inc., Vinyl Siding Institute	

Walls and window treatments	Life in years
Drywall and plaster	30-70
Ceramic tile, high grade installation	Lifetime
Sources: Association of Wall and Ceiling Industries International, Ceramic Tile Institute of America	
Windows	**Life in years**
Window glazing	20
Wood casement	20-50
Aluminum and vinyl casement	20-30
Screen	25-50
Sources: Best Built Products, Optimum Window Manufacturing, Safety Glazing Certification Council, Screen Manufacturers Association	

EQUAL HOUSING OPPORTUNITY

Jordan Downs Area H2A
LEASE AGREEMENT

This Lease is made this **[# Day of Month]** day of **[Month, Year]** between **[Project Name]**, John Stewart Company as Management Agent (hereinafter referred to as "we," "us," "Management" or "Landlord"), and **[Adult Resident(s) Name(s)]** as RESIDENT(S) (hereinafter jointly and individually referred to as "you"). We permit you exclusive occupancy of the dwelling unit, described as follows:

A dwelling unit at **[Street Address, City, State and Zip Code]** designated as **[Enter the Unit #. If not applicable, enter "N/A."]**, together with fixtures, accessories, and the following appliances: **[Revise or delete any of the following as applicable to the unit and property]** refrigerator, stove and heater (hereinafter referred to as "the Dwelling Unit"), located at **[Project Name]** (hereinafter referred to as the "Property").

This Lease is subject to the following terms, conditions, covenants, and agreements:

1. **Regulations:** This Lease and your occupancy of the Dwelling Unit are governed by the regulations of the California Tax Credit Allocation Committee (hereinafter "Regulations"). The Regulations are derived from the programs of the public agency (hereinafter "Programs").

   A. The Regulations provide for a specific maximum monthly rent which may be charged for the Dwelling Unit, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Regulations also require that dwelling units at the Property be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. Qualified Households must meet certain income limitations. You agree to notify us immediately of any change in the composition of the household members residing within the Dwelling Unit.

   B. The Regulations provide for specific qualification restrictions with respect to occupancy of Program units by full-time students. You acknowledge that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should your household fail to meet all student status requirements, you will be deemed an unqualified resident and will be subject to immediate eviction. You agree to notify us immediately of any change in student status by any member of your household.

2. **Term:** This Lease will begin on _____ and will end on _____; or until terminated by either you or us as provided in this Lease. Following the initial lease period, your tenancy shall be on a month-to-month basis subject to the same conditions in item 20 herein.

3. **Rental Charges:** The rental charges for the Dwelling Unit are $_____ per month to be paid by or on behalf of you to us at our Administrative Office located at **[Management Office Street Address, City, State, Zip Code]**. However, you agree to pay $_____ for the partial month ending _____. Rental

charges shall be paid in advance on or before the first day of each month, and are late if not paid before the end of the fifth (5th) day. If rental charges are not paid by the fifth (5th) day of the month, you will be charged a late fee of $20.00. Rental charges shall be adjusted annual in accordance with Section 4. The rental charges amount shown above includes a deduction for utility allowance for the Dwelling Unit as established by the Regulations.

4. **Income Certification and Recertification**:

   A. Your eligibility for this rental charge payment is based on information that you have provided to us regarding your household income and assets. Each year, prior to renewal of the Lease, within 30 days after receiving notice from us, you agree to provide updated information on forms we provide you. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false information, may result in the termination of your occupancy and eviction from the Dwelling Unit. If you fail to provide the required information on time, you will be liable for any rental charges adjustment pursuant to Subsection B below from the effective date of the new Lease. You agree that all information supplied by you shall be subject to inspection by representatives from the Programs.

   B. We will adjust the rental charges payment described in Section 3 as allowed by the Regulations annually, except that the first year adjustment may occur within less than 12 months so that the Lease period will coincide with the project fiscal year or move-in annual certification. We will give you 30 days' written notice prior to the effective day of any new rental charges and will execute a new Lease or Lease Amendment providing the rental charges adjustment.

   C. Management must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:
      - Household members: A household may add household members as long as at least one member of the original low-income household continues to live in the unit. Once all the original tenants have moved out of the unit, the remaining tenants must be certified as a new income-qualified household. (Management approval is required prior to any changes in household composition)
      - Income or Assets
      - Full Time Student Status
      - Need for a Live In Attendant

5. **Security Deposit:** You will pay us, in advance of occupying the unit, a security deposit in the amount of $_____. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the Dwelling Unit or the Property other than normal wear and tear. We may also apply the deposit for the payment of rental charges due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit, less any deducted amounts, to you at your forwarding address or other such address as you may designate. At the

same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit.

6. **Utilities:** You will pay for telephone service and the following utilities, including all fees, deposits, and charges therefore: Electricity/Cable. We will pay all other utility bills.

7. **Use**: You shall use the Dwelling Unit as, and only as, your primary place of residence. The Dwelling Unit shall be occupied only by members of your household consisting of _____ Adults (anyone 18 years of age and over) whose names are listed below, and _____ children (anyone under 18 years of age) whose names and ages are listed below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

You must request permission from us in writing, and receive written approval from us, prior to allowing another person to reside in the Dwelling Unit.

8. **Maintenance**: You shall keep the Dwelling Unit and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the Dwelling Unit or the Property, you shall be liable for cost to repair the damage. Where damage or disrepair is not the responsibility of your or your guests, we will repair and maintain the Dwelling Unit, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Dwelling Unit and common areas.

9. **Remodeling and Alterations:** You shall not undertake any remodeling, redecoration, or alteration, including painting and wall papering, to the Dwelling Unit or the Property without receiving our written permission.

10. **Rules:** You, your household members, and guests, shall not cause or permit in the Dwelling Unit or in common areas, excessive noise or any other activity which disturbs the peace and quiet of other residents or neighbors. You, your household members,

and guests, shall not cause or permit any activity constituting a nuisance on or about the Property or which adversely affects the health or safety of any person, nor shall you, your household members, or guests, interfere with the management of the Dwelling Unit or the Property. You, your household members, and guests, shall not cause or permit any illegal activity or use in the Dwelling Unit or in common areas. You, your household members, and guests, shall comply with the written House Rules we issue regarding the use of the Dwelling Unit and common areas of the Property. We will provide a copy of the House Rules to you. Any amendment to the House Rules shall be in writing and effective 30 days after the notice thereof to you. By initialing below, you acknowledge receipt of a copy of such House Rules, a copy of which is attached to and made a part of this Lease. _____(Initial)

11. **Sublease or Assignment:** You shall not lease the Dwelling Unit or any portion thereof, or assign this Lease. If you attempt to lease the Dwelling Unit or any portion thereof or assign this Lease, this Lease shall be null and void and no right to occupy the Dwelling Unit shall arise from any attempted sublease or assignment.

12. **Entry and Inspection**: We or our Agent may enter and inspect the Dwelling Unit after giving reasonable notice to you for:

    - Making necessary or agreed-upon repairs;
    - Inspecting for compliance with the Terms of this Lease;
    - Showing the Dwelling Unit to lenders, purchasers, residents, contractors, repair workers, or representatives from the Program;
    - Performing contracted pest control services;
    - Conducting annual and any other inspections;

    Twenty-four (24) hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the Dwelling Unit without notice if necessary in an emergency such as fire or flooding.

13. **Joint Responsibility:** You must be 18 year of age or older, or a minor not under the care of a parent or guardian, to sign this Lease. This Lease is between us and each person executing this Lease jointly and individually. In the event of default by anyone, each and every remaining person who executed the Lease shall be responsible for payment of the total rental charges payment stated in Section 3 or amended by Section 4 and all other provisions of the Lease.

14. **Hold Harmless Waiver:** We do not provide insurance for your personal property. You agree to indemnify and hold us harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by you, a household member, or any other person in the Dwelling Unit with your consent, or the consent of any household member except as may be caused by our negligence. Management encourages renters to carry their own renter's insurance.

15. **Possession:** If we are unable to deliver possession of the Dwelling Unit at the time this Lease begins, we shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but you shall not be liable for rental charges until possession is delivered. You may terminate this Lease by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease.

16. **Late Charges and Other Costs of Default:** You covenant and agree that, in addition to the other sums that have become or will become due, pursuant to the Terms of this Lease, you shall pay to us a late charge in the amount of $**20.00** for each payment of Rental Charges, or part thereof, more than 5 days in arrears.

    NSF Checks-In the event that your rent check is returned for insufficient funds, a $**15.00** charge will be assessed. If this is the first occurrence, you will be allowed to pay your next month's rent via personal check; but

    a. If this is the second occurrence, your next (6) six months of rent payments will have to be in the form of Cashier's Check or Money Order; and
    b. If this is the third occurrence, we reserve the right to terminate your tenancy and to commence eviction proceedings.

17. **Your Obligations:** You agree to:

    A. Comply with all obligations imposed upon you by the provisions of state and local building codes materially affecting health and safety.

    B. Keep the Dwelling Unit and such other areas as may be designated for your exclusive use in a decent, clean, sanitary, and safe condition, and the inside of the Dwelling Unit maintained according to acceptable housekeeping standards.

    C. Dispose of garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner.

    D. Use, and ensure that household members and guests use, only in a reasonable manner (and in a manner designed to conserve water, gas, and electricity) all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

    E. Promptly notify us of the need for repairs to the Dwelling Unit and any known unsafe conditions in the common areas and grounds of the Property which may lead to damage or injury.

    F. Refrain from, and ensure your household members and guests to refrain from, damaging, destroying, defacing, or removing any part of the Dwelling Unit or Property, including placing contact paper, decals, or paint on the Dwelling Unit.

    G. Pay the repairs costs for the repair of damage to the Dwelling Unit, Property, facilities, or common areas, caused intentionally, recklessly, or negligently by you or your household members or guest, normal wear and tear excepted.

H. Conduct yourself, and ensure that household members, guests and other persons who are at the Dwelling Unit, or on the Property with your consent conduct themselves, in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Property, and the neighborhood, in a decent, safe, and sanitary condition.

I. Not engage in, and ensure that no household member, guest, or other person under your control at the Property engages in, any criminal activity at the Dwelling Unit, or on or off the Property. Such criminal activity includes but is not limited to any conduct that threatens the health or safety or rights of any resident of the Property, (including Management staff residing on the Property), Management staff or persons who are on or near the Property, or that threatens the right of any resident, guest or neighbor in the immediate vicinity of the Property, to the peaceful and quiet enjoyment of their residence or property.

J. Comply with, and ensure that household members, guests, and other persons under your control at the Property comply with, the written House Rules described in Section 10 above.

18. <u>Our Obligations:</u> We agree to:

A. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

B. Within a reasonable time, make or require necessary repairs to the Dwelling Unit to keep them in a habitable condition.

C. Keep project building, facilities, and common areas, not otherwise assigned to you for maintenance and upkeep, in a clean and safe condition.

D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

19. <u>Termination and Eviction:</u>

A. After the initial lease period you may terminate your tenancy in the Dwelling Unit by giving 30 days' written notice to us. If you do not give the full 30 days' written notice, you shall be liable for rental charges up to the end of the 30 days for which notice was required or to the date the Dwelling Unit is reoccupied, whichever comes first. You agree to vacate the Dwelling Unit no later than the expiration date of such notice, remove all your personal property, and leave the Dwelling Unit clean and in good repair.

B. We may terminate this Lease in accordance with the law, and only for good cause. Good cause for termination shall include, but is not limited to:

1) Abandonment of the unit by you.

2) Material or repeated violation of the terms of this Lease or the House Rules by you, any household member, guest or other person under your control at the Property. A material violation includes but is not limited to:

    a. Failure to pay rent charges or any other financial obligation under the Lease in a timely manner; or

    b. Four or more late rent payments within any 12 month period (received after the fifth day of the month), or

    c. Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the Dwelling Unit (Section 8 of this Lease), or

    d. A violation resulting in damage to the Dwelling Unit or any other portion of the Property, or

    e. A violation which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Dwelling Unit, or

    f. A violation which interferes with our responsibilities.

3) Intentional misrepresentation or intentional failure to state any fact or facts, including facts concerning your income and assets, upon which we have relied in agreeing to enter into this Lease.

4) The failure or refusal by you or any household member to provide income information upon "Income Certification" required by Section 4 of the Lease, or the intentional provision of false or incomplete information.

C. You shall be held responsible for the acts and activity of all household members, guests and other persons under your control. We may terminate this Lease for criminal activity by you, any household member, guest and other person under your control, regardless of whether there is an arrest or conviction.

D. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction

20. <u>Waiver:</u> Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained in this Lease or house rules, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right hereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. <u>Additional Lease Provisions:</u> Additional provisions are incorporated and attached to this Lease as Addendums: House Rules

22. <u>Acknowledgment:</u> As consideration for your continued fulfillment of the terms and conditions of this Lease, we agree that you may, during the effective period of this Lease, have and enjoy the use of the Dwelling Unit described above.

The John Stewart Company
Management Agent

By: _____
Name
Property Manager
Title

Date: _____

Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

CTCAC SECTION 42 LOW INCOME HOUSING TAX CREDIT (LIHTC) ADDENDUM

This Addendum is being attached to, and incorporated by reference in, the Lease Agreement (the "Lease") between the undersigned Landlord and the undersigned Resident(s) for the purpose of modifying certain terms and conditions of the Lease. The parties agree that, if any terms of the Lease and this Addendum are inconsistent, the terms set forth on the Addendum will govern.

1. The premises ("Property") are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Program"). Resident's must cooperate with Landlord in verifying their eligibility for this Program. The Program requires that the Property be leased to "Qualified Households" and must meet certain income limitations. The Program also provides for a specific maximum monthly rent, which may be charged for the premise, which is subject to annual adjustment based upon Area Median Income (AMI) as determined by the Department of Housing and Urban Development (HUD). Landlord must be immediately notified if changes occur to the current household status. Resident(s) understand and agree that this Lease may be amended at any time upon thirty (30) days' notice as necessary to ensure compliance with all laws, rules, and regulations governing the Program.
2. **Income Eligibility and Certification**: The Resident must be initially certified for eligibility for the Program and annually thereafter. The Lease and the monthly rent are based upon information provided by the Resident regarding the Resident's household income and assets. Upon request, the Resident must complete the certification process, verification of all income, assets, and other eligibility information. Occupancy is subject to continuing eligibility under the Program requirements. Landlord will contact the Resident approximately 120 days prior to the next effective date to begin processing the necessary documentation for a recertification. It is the Resident's responsibility to cooperate and provide all necessary information for the initial and annual certification process.
3. **Income Increases/140% Rule**: The LIHTC program protects annual household income increases without issue up to 140% of the AMI. If the income of the occupants of a qualifying unit increases to more than 140% of the current income limit, the next unit of comparable or smaller size must be occupied by a qualified low-income Resident(s). If the property contains conventional units as well as LIHTC units, the rent on the household over 140% may be increased to market rent and/or other mitigating actions may occur as directed by other funding sources (non-LIHTC).
4. **Escalation Clause/Utility Allowance**: If the Program increases the maximum amount of rent allowed and/or the utility allowance is changed, Landlord shall have the right to increase the amount of rent and utility allowance up to the maximum allowable rent limit. The increase may occur anytime during the Lease period including the initial lease period, and must be done in accordance with the CTCAC regulations and applicable laws.
5. **Student Status**: The LIHTC Program requires that households comprised entirely of full-time students must meet certain requirements in order for the household to retain its eligibility. If at any time the household becomes comprised of all full-time students or student status changes from part-time to full time, Resident must notify Landlord immediately.
6. **Assignment/Subletting**: Subletting is strictly prohibited. Resident may not sublet or advertise the unit on a hospitality exchange service, such as, but not limited to, Airbnb, Couchsurfing, and Craigslist.

Property Name	Resident Signature Date
Authorized Agent Signature Date	Resident Signature Date
Name Printed	Resident Signature Date
	Resident Signature Date

CTCAC GOOD CAUSE EVICTION LEASE RIDER
(to be attached to resident lease)

Property Name:_____ Unit #_____
Household Name:_____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

_____	_____	_____
Property Representative Name (print)	**(signature)**	**Date**

****

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**

NOTICE – GOOD CAUSE EVICTION PROTECTION

(For Tenant Reference)

As a resident in a "Housing Tax Credit Program" rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord "good cause" to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without "good cause"?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the "Lease Rider" to make this important resident protection part of your lease. This "Lease Rider" has already been signed by your landlord and should be attached to this notice for your signature.

What is "good cause" for your landlord to evict or to terminate your tenancy?

There is no specific list of "good causes" to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have "good cause" if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without "good cause"?

Even if your lease does not state this protection, you have the right NOT to be evicted without "good cause." To strengthen this protection, you should immediately sign and return the "Lease Rider."

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons – the "good cause" – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an "unlawful detainer". This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.

Flood Zone Disclosure Addendum

Non-Impacted Property

AB-646 requires property owners/agents to disclose the following information regarding the risk of flooding:

- Residents can obtain information about hazards that may affect the property from the Office of Emergency Services web site at http://myhazards.caloes.ca.gov/.
- Owner's/agent's insurance does not cover the loss of resident's personal possessions and the resident should consider purchasing its renter's insurance and flood insurance to insure the resident's possessions from loss due to fire, flood, or other risk of loss.
- The owner does not need to provide any additional information concerning flood hazards to the property and this information provided is deemed adequate to inform the resident.

The property you reside in has NOT been identified as being located in a special flood hazard area or in an area of potential flooding. The owner/agent has NOT received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding; and/or the owner's/agent's mortgage holder DOES NOT require the owner to carry flood insurance; and/or the owner/agent DOES NOT currently carry flood insurance.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____

Tenant Date

_____ _____

Landlord Date

Jordan Downs Phase H2A
The John Stewart Company, Management Agent
Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The John Stewart Company (JSCo), acting as Management Agent for the property, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at this property**,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance at this property**,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights at this property solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

JSCo may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If JSCo chooses to remove the abuser or perpetrator, JSCo may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for occupancy at this property, JSCo must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

In removing the abuser or perpetrator from the household, JSCo must follow Federal, State, and local eviction procedures. In order to divide a lease, JSCo may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, JSCo may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, JSCo may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, JSCo may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

> **(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
>
> **(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
>
> **(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.
>
> **OR**
>
> **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

JSCo will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. JSCo's emergency transfer plan provides further information on emergency transfers, and JSCo must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

JSCo can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from JSCo must be in writing, and JSCo must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. JSCo may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to JSCo as documentation. It is your choice which of the following to submit if JSCo asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by JSCo with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that JSCo has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, JSCo does not have to provide you with the protections contained in this notice.

If JSCo receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), JSCo has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, JSCo does not have to provide you with the protections contained in this notice.

Confidentiality

JSCo must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

JSCo must not allow any individual administering assistance or other services on behalf of JSCo (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

JSCo must not enter your information into any shared database or disclose your information to any other entity or individual. JSCo, however, may disclose the information provided if:

- You give written permission to JSCo to release the information on a time limited basis.
- JSCo needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires JSCo or your landlord to release the information.

VAWA does not limit JSCo's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, JSCo cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if JSCo can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If JSCo can demonstrate the above, JSCo should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report any violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco HUD Field Office at (415) 489-6583 or the Los Angeles HUD Field office at (213) 534-2555

For Additional Information

You may view a copy of HUD's final VAWA rule at https://www.nahma.org/wp-content/uploads/2014/04/VAWA-FInal-Rule-for-HUD-Housing-Programs.pdf**.** Additionally, JSCo must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Property Manager.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact the Rape, Abuse & Incest National Network (RAINN) at 1-800-656-HOPE (4673).

Victims of stalking seeking help may contact Safe Horizon at 1-800-621-HOPE (4673).

Attachment: VAWA Certification Form (HUD-5382)

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's):_____

4. Name(s) of other family member(s) listed on the lease:_____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s): _____ _____ _____ _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Housing Authority of the City of Los Angeles

Section 8 Project-Based Voucher Program
Statement of Family Responsibility

Privacy Act Statement. The Housing Authority of the City of Los Angeles (HACLA) is authorized by the Department of Housing and Urban Development (HUD) to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' name and address is mandatory. The information is used to certify the members of the family participating in the Section 8 project-based voucher program (PBV) and the family's awareness of their family responsibilities under the program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family eligibility approval.

1. **Certification.** The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members (*including the Head of Household*):

   _____

   _____

   _____

   _____

   _____

   _____

   is/are eligible to participate in the Section 8 project-based voucher program of this PHA and is/are approved to occupy a unit at (*your address*):

   _____

   _____

   Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. **Tenant Rent.** The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.

3. **Changes in Tenant Rent.** A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a

HACLA makes Reasonable Accommodations for Persons with Disabilities
TDDs for the Hearing Impaired: (213) 252-2646; (213) 252-1639

family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

4. **PHA Housing Assistance Payment.** The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.

5. **Family Right to Move.**

   A. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner a thirty (30) day advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.

   B. Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. Under such circumstances:
      1. HACLA shall conduct a full criminal background check to determine whether the family should be admitted to the regular HCVP in accordance with the requirements of the HCVP.
      2. The family must meet citizenship and all other requirements to be admitted to the regular HCV program.
      3. For families receiving drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, the family must agree to be referred to supportive services, if needed.
      4. The family is currently in compliance with PBV regulations, including, but not limited to, being in compliance with their supportive service plan.
      5. The family is in compliance with their current lease, including, but not limited to, paying their rent on time each month.

   C. If tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

   D. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

   E. The above policies do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, moves out of a unit in violation of the lease, if such move occurs

HACLA makes Reasonable Accommodations for Persons with Disabilities
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to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

F. If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

6. Family Obligations.

A. Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.

B. Each family member must:

1. Supply any information that the PHA or HUD determines to be necessary for administration of the program, including submission of required evidence of citizenship or eligible immigration status.
2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the PHA in writing when the family is away from the unit for thirty days or more in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease. You must notify the Housing Authority of any time that you are away from the unit or expect to be away for more than thirty (30) days.
8. Use the assisted unit for residence by eligible family members. The unit must be the family’s only residence.
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request PHA written approval to add any other family member as an occupant of the unit.
11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
12. Give the PHA a copy of any owner eviction notice.
13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. The family (including each family member) must not:

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TDDs for the Hearing Impaired: (213) 252-2646; (213) 252-1639

1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or sublet the unit or assign the lease or transfer the unit.
6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol and/or drugs in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
10. Be abusive or violent or make threats against any Housing Authority employee.

7. Termination of Assistance. The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility. In addition, if a family resides in a project-based voucher unit excepted from the 25 percent cap on project-basing because of the family's participation in a Family Self-Sufficiency (FSS) or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive service requirement, the PHA shall terminate assistance in accordance with HUD requirements.

8. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

9. HUD Requirements. HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

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Housing Authority of the City of Los Angeles

KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS

Family

Name of Head of Household:

_____

Address:

_____

Telephone Number:

_____

Email:

_____

Signature of Head of Household:

_____

Date:

_____

Public Housing Agency

Name of PHA:

Housing Authority City of Los Angeles

Address:

2600 Wilshire Blvd. Los Angeles, CA 90057

Telephone Number:

213-252-2500

Name and Title of PHA Representative:

_____

Signature of PHA Representative:

_____

Date:

_____

HACLA makes Reasonable Accommodations for Persons with Disabilities
TDDs for the Hearing Impaired: (213) 252-2646; (213) 252-1639

Tenancy Addendum
Section 8 Project-Based
Voucher Program
(to be attached to the lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577–0169
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.
Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**
Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. **Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent**
Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**
The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**
   This Tenancy Addendum has two parts:

   Part A: Tenancy Addendum Information

   Part B: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

   The initial lease term begins on (mm/dd/yyyy): _____

   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

   The initial rent to owner is: $ _____

7. **Initial Tenant Rent**

   The initial tenant rent is: $_____per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

   At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is $_____per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. **Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities and appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Cooking	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Water Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
					Provided by
Refrigerator					
Range/Microwave					
Other (specify)					

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial and redetermined rent to owner are established in accordance with HUD requirements.

b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats:

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(14) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

EQUAL HOUSING OPPORTUNITY

Jordan Downs 3, LP
DBA Jordan Downs Area H2A

GRIEVANCE PROCEDURE

If an Applicant or a Resident feels any representative of management has acted in a discriminatory manner with respect to lease requirements, disability status, accommodation request, application processing, management policies, etc., which has adversely affected the rights of the complainant, the first step should always be informal discussion of the incident between the complainant and management. Day-to-day contact and honest communication between the manager and the residents or applicants are the most successful way to avoid misunderstandings and develop mutual respect. If this fails to resolve the grievance, the following steps should be taken:

1. Informal Grievance Review

   The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will have an informal review with the Property Manager or Regional Manager of The John Stewart Company.

   - The resident or applicant must personally present their grievance, either orally or in writing, to The John Stewart Company management office at enter address here, so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance may be simply stated, but must specify both the specific ground(s) for the grievance and the action or relief sought.

   - The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.

   - Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.

   - Management will prepare a written, dated, and signed summary of the discussion and its response to the grievance within a reasonable time, not to exceed fourteen (14) working days. Management will mail or deliver one copy to the resident or applicant and keep one in its file. Management's answer shall specify 1) the name of the review participants, 2) the date of the review, 3) the nature of the grievance, 4) Management's decision on the grievance (and the specific reasons for Management's decision), 5) the resident or applicant's right to request a formal review, and 6) the procedure to request such a formal review (if the resident or applicant is not satisfied with the Management's decision).

2. Formal Grievance Review

   If the resident or applicant is dissatisfied with management's decision after the informal review, they can request a formal review. The formal review will be heard by a Vice President/504 Coordinator or Senior Vice President of The John Stewart Company.

   - If the resident or applicant desires a formal review, they may submit a written request to Formalreview.la@jsco.net within five (5) working days after receiving management's written summary of the informal review. If the resident or applicant does not have access to e-mail, then the information may be delivered to the property or the John Stewart Company Regional Office at:

     The John Stewart Company
     888 S. Figueroa Street
     Suite 400
     Los Angeles, CA 90017

Attention: Carlos Ortiz, Vice President Los Angeles Region

- As with the informal review, the resident or applicant must state the nature of their complaint or grievance, the reasons why they disagree with Management's decision resulting from the informal review, and the action or relief they seek.

- The assigned John Stewart Company officer will review the information provided by the resident or applicant and the management staff and make a written determination with ten (10) working days, which shall be final.

- At any time, the resident or applicant has the right to file a complaint with HUD's Office of Fair Housing and Equal Opportunity.

  San Francisco Regional Office of FHEO
  U.S. Department of Housing and Urban Development
  One Sansome Street, Suite 1200
  San Francisco, California 94104
  (800) 347-3739, TTY (415) 436-6594

TDD Telephone device for the deaf only (888) 887-5379 or California Relay Service (711).

Signature	Date
Signature	Date
Signature	Date
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Signature	Date
Signature	Date

To be attached to all applications and resident files.

APPEAL AND GRIEVANCE PROCEDURE

Jordan Downs Area H2A

The Lease shall include the tenant protections outlined in section (a) and (b) below. In addition, Management Agent shall include the HUD lease addendum for project-based voucher units, in all PBV Unit and RAD unit leases and the Department of Housing and Community development (HCD) appeal and grievance procedure for all units. To the extent that these notification and grievance requirements conflict with other terms of the lease or its addendum, the terms of this Appeal and Grievance Procedure shall control.

A. **Termination Notification.** Management Agent must provide adequate written notice of termination of any Lease. Such notice of Lease termination shall be not less than:
    a. A reasonable period of time, but not to exceed 30 days;
        i. If the health or safety of other Residents, employees, or persons residing in the immediate vicinity of the premises is threatened; or
        ii. In the event of any drug-related or violent criminal activity or any felony conviction;
    b. 14 days in the case of nonpayment of rent; and
    c. 30 days in other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. **Grievance Process.** Management Agent will maintain a grievance process in accordance with RAD Requirements and the PBV Requirements. Further, Management's Agent's grievance procedure shall provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Notwithstanding the provisions of 24 CFR § 982.555, an opportunity for an information hearing shall be given to all Residents for any dispute that a Resident may have with respect to an Owner's or Management Agent's action in accordance with the Resident's Lease and which adversely affect the Resident's rights, obligations, welfare, or status.

    a. For Residents of the RAD units and PBV Units, the Authority, as contract administrator, will perform the information hearing. The hearing officer must be selected in accordance with 24 CFR § 982.555 (e) (4) (i). For Residents residing in units other than the RAD Units and the PBV Units, the Management Agent shall perform the informal hearing.
    b. There is no right to an information hearing for class grievances or to disputes between residents not involving the Management Agent, Owner or Authority.
    c. The Management Agent shall give Residents notice of their ability to request an information hearing as outlines in 24 CFR § 982.555 (c) (1).

JORDAN DOWNS H2A

HOUSE RULES

Effective Date: 5/24/2021

TDD Telephone device
for the deaf only: (888) 877-5379
or California Relay Service (711)

The purpose of these House Rules is to help ensure the safety and comfort of our Residents, and to advance the quality of our Community as a whole. These rules also ensure that we comply with applicable laws and regulatory requirements in a manner that is consistent and fair.

This document is divided into three sections: (1) Resident Safety & Comfort, (2) Care & Use of Units, and (3) Community Safety & Care. "Residents" shall mean any person listed as an occupant in the Lease for a Dwelling Unit, including the head of household and all household members. "Dwelling Unit" shall mean the dwelling unit rented under the written Lease. "The Property" or "Community" shall mean Jordan Downs H2A "Covered Persons" shall mean members of the household, a guest, a visitor or other person under a Resident's control or invitation at the Property.

1. RESIDENT SAFETY & COMFORT

1.1. **Occupants & Visitors** - Only those persons listed on a Lease may live in the Dwelling Unit. Any changes in household size, including a birth, death, or other removal of a Resident from the Lease, must be reported to Management within five days.

Residents wishing to add a person to their lease must contact Management prior to that person moving in. All persons to be added to the lease must qualify under the Resident Selection Criteria and be approved by Management prior to move-in.

Visitors and guests may stay in a unit for a cumulative total of fourteen nights per year. Prior written consent of Management is required for any stay that might, or does, exceed the fourteen-day total.

1.2. **Guests/Visitors** - Residents shall be held responsible for the conduct and actions of their guests or visitors while guests or visitors are on the Property. In addition to any other actions that Management might take, Residents will be charged for any damage or waste that results directly from the actions of their guests or visitors.

1.3. **Subleasing** - Residents cannot sublet the whole or any part of their Dwelling Unit, either voluntarily or by operation of law, nor allow said Dwelling Unit to be occupied by anyone who is not on the signed Lease Agreement. Residents cannot assign the Lease.

1.4. **Waste and Nuisance** – All Residents are entitled to quiet enjoyment of their Dwelling Units, and of the Property. Residents and Covered Persons may not commit or allow waste or nuisance in or around their Dwelling Unit or the Property. Residents and Covered Persons may not create or permit any condition that results in a risk to the health, safety, property, or quiet enjoyment of other Residents, or of the Community as a whole.

1.5. **Noise** - So as not to disturb the peace and quiet enjoyment of other Residents and neighbors, Residents and Covered Persons must keep noise at a reasonable level at all times. Unreasonably loud sound or noise that disturbs the quiet enjoyment of others is not allowed. Residents and Covered Persons must also not cause noise disturbance from their vehicles, such as loud music or engine racing.

QUIET HOURS ARE OBSERVED BETWEEN 10:00 PM AND 7:00 AM ON WEEKDAYS, AND 10:00 PM AND 9:00 AM ON WEEKENDS. During these hours, noise from within a unit must not be audible from outside, and noise is not allowed in common areas, and Residents using any outdoor space may be asked to go inside if the noise level is disturbing others.

Persistent noise problems or recurring complaints regarding loud, obnoxious or disturbing behavior constitute a material breach under the terms of the Lease.

1.6. **Criminal or Wrongful Activity** – Residents, and Covered Persons, must not engage in criminal or wrongful activity on or off the Property.

Management will terminate the tenancy for criminal or wrongful activity by a Resident or Covered Person regardless of whether the Resident or Covered Person has been arrested for, or convicted of, such activity, and without necessarily satisfying a criminal conviction standard of proof.

1.7. **Drug-Free Environment** – Residents and Covered Persons shall not engage in drug-related criminal activity on or near the Property.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act – 21 U.S.C.k.802).

Possession or use of medical marijuana in the Dwelling Unit or on the Property is strictly prohibited.

1.8. **Firearms & Weapons –** The following are not permitted on the Property: an unlicensed firearm; an unlawful firearm; an unlawful weapon; fireworks; explosive material. Residents and Covered Persons cannot unlawfully possess any firearm, or unlawfully use or brandish any firearm or weapon on the Property. Residents and Covered persons cannot use any bb-gun, pellet gun, or slingshot on the Property. Using an imitation weapon or firearm as a threat to the health, safety, or peaceful enjoyment of any Resident, employee, or member of the public, who is on or near the Property is strictly prohibited. Brandishing an item as a representation of a weapon or firearm is strictly prohibited.

1.9. **Harassment** – Residents and Covered Persons shall not harass, or threaten, other Residents, guests, visitors, Management employees, workers, vendors or other persons on the Property.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile environment for any Resident, guest, visitor or other person on the Property, or which interferes with the work performance of Management employees, workers, or vendors. Some examples include racial slurs; ethnic jokes; posting of offensive statements or posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

Any incident of harassment should be properly reported in writing to the Property Manager, who is responsible for investigating the matter. Managers that receive complaints or that observe harassing conduct should inform JSCo's Regional Manager for the Property immediately. JSCo emphasizes that complaints do not have to be submitted to the Manager if the Manager (or his or her staff) is the individual being accused of harassment. Such complaints can be submitted to the Manager's supervisor or the local JSCo office.

Every complaint that is reported to the Manager or Manager's Supervisor will be investigated thoroughly, promptly and in a confidential manner. Retaliation against any Resident for making a complaint to the Manager or to any other member of Management is prohibited.

1.10. **Interference with Job Responsibilities** – Residents and Covered Persons are prohibited from interfering with the job responsibilities of, or in any way threatening, employees of the John Stewart Company, and of its authorized vendors or its service providers.

1.11. **Outdoor Areas** - Outdoor activities which may pose a risk to the health and safety of the person engaging in the activity, or to any other person, or which may cause damage to Property, are prohibited in any area not specifically designated by Management for such activities.

1.12. **Keys** - Only Residents on the Lease Agreement are allowed to possess keys to the Dwelling Unit or designated area within the Property. Keys may not be duplicated or given to guests, relatives, chore workers, or any other person without written permission from Management.

One set of keys will be issued to each Resident household. Additional keys will be charged to the Resident at cost, and Management reserves the right to deny a request for additional keys.

Upon termination of the Lease, Resident agrees to return all keys to Management. Management may charge the Resident the replacement cost for each key not returned. In addition, Management reserves the right to change a lock at Resident's expense if all keys are not returned.

1.13. **Lockouts** - Residents should take care not to lock themselves out of their Dwelling Unit. A service charge of $25 will be levied against Residents who lock themselves out of their Dwelling Unit more than 3 times. After business hours, Residents must contact a licensed locksmith to gain entry to their Dwelling Unit at their own expense. Management does not provide lock out services.

1.14. **Lost Keys** - Residents must notify Management immediately if a key is lost. Resident shall be charged the replacement cost for each key lost. For Resident safety, Management reserves the right to change a lock at the Resident's expense when the Resident has lost a key.

1.15. **Lock Changes** - Management may change locks on doors or windows upon a Resident's request. If the lock change is requested in order to protect a Resident from a non-household member management will change the lock provided that a court order prohibiting the non-household member from contacting the Resident, or police report naming the person, accompanies said request. If the lock change is requested in order to protect a Resident from another household member, management will change the lock provided that a court order prohibiting the household member from contacting the Resident accompanies said request. Management will not charge the Resident for the first lock changed, so long as a police report or court order is provided. Subsequent lock changes will be at Resident's expense.

1.16. **Restraining Orders and/or Stipulated Agreements** – Residents are required to inform the Property Manager in writing, within 24 hours after being served, of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Residents must comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.

1.17. **No cash** – Except where required by law, neither cash nor blank money orders/checks will be accepted in payment for rent, repairs or other charges.

1.18. **Tipping and Gifts to Staff** – Tipping and giving gifts to staff is strictly prohibited.

1.19. **Resident Businesses** – Residents are prohibited from operating a business of any kind or engaging in business activity on the Property, including inside the Dwelling Unit. Exceptions apply for incidental businesses (as provided in HUD Handbook 4350.1) and a licensed small family day care home, provided that Resident provides 30 days advance notice of the operation of the family day care home and fully complies with Health and Safety Code Sections 1597.30-1597.621, and all other laws and requirements related to the operation of the small family day care home now in effect or subsequently enacted.

1.20. **Pets & Accommodation Animals –**Pets are not permitted anywhere in the Dwelling Unit or on the Property. Residents and Covered Persons may not bring animals or pets to the Property, with the exception of Accommodation Animals. Under no circumstances are aggressive animals allowed on the Property.

Residents shall not feed or house wild, stray, or feral animals on or near the Property.

Accommodation Animals must be approved in advance by Management before the Accommodation Animal moves on-site. Residents must contact Management to schedule a meeting. Management will meet with the Resident and the Accommodation Animal. Following the approval of any Accommodation Animal by Management, the Resident and all adult Resident members will be required to sign and comply with the terms of the Accommodation Animals Agreement. Under no circumstances are aggressive animals allowed on the Property.

1.21. **Unit Transfers** - Management will strive to transfer Residents for medical necessity or to correct under-or over-occupancy, as appropriate units become available.

Transfers to same-size units are not permitted unless determined by Management to be a medical necessity. Proper documentation through a Reasonable Accommodation process will be required for medically-based transfers.

Residents will be transferred to units of the bedroom size appropriate for their family, based upon eligibility and income limits.

Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received.

1.22. **Continuous occupancy** - Affordable housing may be rented only to eligible Residents who occupy a Dwelling Unit on a continuous basis as their only residence. The following rules apply to absences:

1.22.1. Residents shall notify Management in writing within 10 days if any member of the household takes residence in any other location.

1.22.2. If any Resident is, or is expected to be, absent from the Dwelling Unit for 30 days or more, the Resident or other household member shall notify Management in writing within 10 days from the start of the absence.

1.22.3. The Resident, or other household member, must supply any information or certification requested by Management to verify that the Resident or household member is living in the Dwelling Unit, or relating to family absence from the Dwelling Unit, including any Management-requested information of certification on the purpose for the absence. The Resident and household members must cooperate with Management for this purpose. If the Resident is absent from the Dwelling Unit for more than 180 consecutive days the Dwelling Unit shall be deemed abandoned and management will terminate the lease, unless there are extenuating circumstances such as a medical reason, or unless the household adequately verifies that the Resident is still residing in the Dwelling Unit.

1.22.4. During such absence, Management may, without notice, enter the Dwelling Unit at times reasonably necessary to maintain the Dwelling Unit or the Property, and to inspect for damage and needed repairs.

1.23. **Options for Persons with Disabilities –** Management has a legal obligation to provide "reasonable accommodations" to Residents if they or any person on the lease requires such an accommodation. Compliance actions may include reasonable accommodations as well as structural modifications to the Dwelling Unit or the Property, to the extent these can be implemented without creating an undue financial or administrative burden to the Property.

Examples of reasonable accommodations and structural modifications include:

- Allowing residents with disabilities that prohibit them from writing to communicate with management through alternative means including, but not limited to, verbal methods or the use care takers, family, friends, or interpreters;
- Making alterations to a unit so it can be used by a Resident with a wheelchair;
- Installing strobe-type flashing light smoke detectors in an apartment for a Resident with a hearing impairment;
- Permitting a Resident to have a seeing-eye dog to assist a vision impairment;
- Making large type documents or a reader available to a vision-impaired Resident;
- Making a sign language interpreter available to a hearing-impaired Resident;
- Permitting an outside agency to assist a Resident with a disability to complete their annual recertification.

A reasonable accommodation may be requested at any time during residency. Residents may choose not to disclose the nature of their disability to Management. If a Resident chooses to make a reasonable accommodation request, the Resident waives the right to privacy concerning the situation only to the extent necessary to verify the need for such accommodation/modification.

1.24. **Accessible and Adaptable Units** – If Resident resides in a unit that is designed to be accessible or adaptable for persons with disabilities, Resident agrees to transfer to a reasonably comparable unit (which may, or may not, be designed to be accessible or adaptable for persons with disabilities), if Resident's Dwelling Unit is needed for persons requiring these special features. If the Property is federally subsidized, the cost of this relocation will be borne by the Property. If Resident has been assigned a parking space that is designed to be accessible to persons with mobility impairments, Resident agrees to use a different parking space if Resident's assigned space is needed for persons requiring these special features.

1.25. **Grievance Procedure** - If an Applicant or Resident feels Management has acted in a discriminatory manner, Residents have the right to follow the grievance procedure. Please see Management for a copy of that procedure.

If a Resident feels they have been discriminated against based on a disability, they may also contact the local 504 Coordinator, Carlos Ortiz, 213-787-2714

1.26. **Video Surveillance Policy** –Video Surveillance Cameras are in operation at this Property. Video surveillance is only used for the protection and safety of employees, Residents, visitors, assets and Property of the Company and its clientele. However, the presence of surveillance cameras is NO GUARANTEE of the safety and security of a Resident or their belongings.

2. CARE & USE OF UNITS

2.1. **General Care of Units** - Residents must maintain their Dwelling Unit in a decent, safe and sanitary condition at all times, including entrances, patios, backyards and other areas designated in the Lease.

2.2. **Unit Inspections** - Prior to initial occupancy, units will be properly cleaned by Management and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the Dwelling Unit at that time.

Management will perform inspections quarterly, semi-annually, or annually of all facilities and units, and other inspections as needed, for safety, fire prevention, and lease compliance. 24-hour notice will be provided, except in the case of emergencies. With 24 hour notice, Management reserves the right to inspect units on an as-needed basis in addition to any regularly scheduled routine inspections.

Except in the case of an eviction, Residents have the right to a pre-inspection prior to move-out to assess the condition of their Dwelling Unit and to identify items and costs which would be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hour notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in condition, and to repair damage to the unit beyond ordinary wear and tear.

2.3. **Maintenance/Repair Reporting Responsibilities & Work Order Requests** – Residents are required to report within 24 hours plumbing, heating, weatherproofing and other defects, and safety or security problems, whether in the Dwelling Unit or in common areas of the Property. Residents must advise the Management Office when maintenance or repair work is required in the Dwelling Unit. During normal business hours [Monday thru Friday 8:30am – 5pm], Residents must go to the Management Office and complete a Work Order Form. If a Resident cannot come to the office in person, the Resident may call the office and Management will complete the Work Order Form with the Resident over the telephone.

If Residents have a maintenance emergency after business hours, they may call the Management Office telephone number and the answering service will receive the Resident's call and contact Management Staff. All after-hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours.

All work to repair damage caused by Resident or Covered Persons will result in reasonable charges to the Resident's account. Maintenance staff charges will be the equivalent of their wage rate and benefits cost per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a Resident or guest.

2.4. **Maintenance Hours** - Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (213) 607-2437.

2.5. **Relocation For Repairs** - In the event the John Stewart Company determines that relocation of the Resident Household is necessary to facilitate repairs or maintenance in the Dwelling Unit Resident shall relocate to another unit, or relocate temporarily to another unit or other location such as a hotel. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If the John Stewart Company deems the relocation as temporary, then within two calendar days after written notice of the completion of the repairs and maintenance in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.

2.6. **Fire Hazards** – Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat. Residents shall not store furniture or materials that may pose a fire, health or safety hazard.

Oxygen tanks must not be stored outside the Dwelling Unit or in any common area. Residents must inform Management if oxygen tanks are used in the Dwelling Unit. Residents who use oxygen tanks within their Dwelling Unit or on the Property must adhere to the safety precautions contained in the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen units should be stored away from heat and all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions and aerosol sprays.

2.7. **Smoke Detection and Carbon Monoxide Detection Devices** - Residents, under the terms of their Lease, are responsible to maintain and care for the smoke detection and carbon monoxide detection devices in the Dwelling Unit. Residents must check their smoke detection and carbon monoxide detection devices regularly to ensure that batteries are still good. Residents are required to change the smoke detection and carbon monoxide detection device batteries prior to the end of the battery life. Tampering with, disconnecting, altering, dampening, or otherwise affecting the function of any smoke detection or carbon monoxide detection device is a violation of the Lease.

Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with said smoke and carbon monoxide detectors, in the same manner that they are responsible for informing Management of any malfunction or maintenance needs in their unit.

2.8. **Personal Telephone and Cable Utilities** – Residents are independently responsible for contacting the telephone or cable company and installing phone and cable service. Wires may not be installed in common areas or on the outside of buildings without written permission from Management.

2.9. **Appliances** - Service calls, damage or waste resulting from the improper use of appliances will be charged

to the Resident.

2.10. **Stoves, Fan Hoods and Refrigerators –** Residents are required to keep these items clean to ensure their safe operation. Any abuse or damage, including improper cleaning of these appliances, could result in charges to the Resident. The fan filter above the stove must be cleaned on a regular basis to prevent hood or stove fires.

2.11. **Dishwashers, Washing Machines and Dryers** – Residents may not install any of these appliances in their Dwelling Unit, unless hook-ups are provided and approved by Management. Appliances are limited to those provided by Management.

2.12. **Garbage Disposals** - Water should be run during and after use of the garbage disposal. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy, fibrous, or granular food items such as potatoes, banana peels, coffee grinds or eggshells. Damage resulting from misuse of the disposal will be charged to Resident.

2.13. **Plumbing** - The toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by Resident.

2.14. **Heating** - Residents may not use any method for heating other than that provided by Management. Due to the risk of fire, space heaters are not permitted.

2.15. **Energy Conservation** - Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.

2.16. **Drawers and Countertops** - Shelves and drawers may only be lined with non-adhesive paper or liner. Use of a chopping board is required when cutting on any countertop. Damage to countertops resulting from failure to use a cutting board shall be borne by Resident.

2.17. **Moving Furniture In and Out** – Residents must notify Management before moving furniture or other bulky items into or out of the Dwelling Unit or the Property. Resident will be responsible for any damage to common areas, the Property and the Dwelling Unit when moving furniture in and out of the Dwelling Unit or the Property.

2.18. **Waterbeds** – No waterbeds or water-filled furniture shall be placed in or about the Dwelling Unit or the Property. Any damage to the Dwelling Unit or any other housing unit as a result of the violation of this provision will result in the assessment of charges to the Resident's account.

2.19. **Windows** - Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident.

All windows should be closed at all times during storms, high winds, rain or other inclement weather. Resident will be held responsible for any damage that results from failure to close their windows.

Residents are responsible for broken windows and will be charged for their repair and/or replacement.

2.20. **Window Coverings/Blinds** – All window coverings/blinds are to be maintained as originally designed for

the Dwelling Unit and the Property. Any damage to the window coverings/blinds will be the responsibility of Resident and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management. Residents may not replace or remove window coverings provided by Management.

2.21. **Screens** – Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and charged to the Resident.

2.22. **Outdoor Spaces and "Private Outdoor Spaces**" - Entryways, patios, parking spaces, porches, decks, backyards and community areas must be kept free of clutter and debris.

Nothing shall be hung, draped or shaken from or into balconies, patio areas and backyards. Residents may not hang laundry or rugs on balconies or decks.

Patio areas, decks, balconies and backyards may not be used for the storage of garbage, debris or excessive amounts of personal property. This includes but is not limited to boxes, brooms, mops, bicycles, buckets, recycling, furniture, carpets, tarps, etc. Management is not responsible for any items placed on the patio, backyard or deck areas.

Patio-type furniture in good condition is allowed if pre-approved by Management.

2.23. **Barbecues** – Personal barbecue grills, hibachi grills, and food smokers, including but not limited to those fueled by charcoal, wood, propane, gas or electricity, are not permitted anywhere on the Property, including common areas, balconies, patios, backyards, landings, front porches, or sidewalks and streets.

2.24. **Satellite Dishes/Cable Television –** Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within their Dwelling Unit. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Some units may not have any areas where a satellite dish is permitted. It is not Management's responsibility to provide a location for a dish. Residents are required to request approval from Management and sign a Satellite Agreement prior to installation of a satellite dish or antenna. Please see Management for further details.

2.25. **Alterations** - Interior or exterior alterations, additions or changes to the original structure or interior design of the Property are not allowed without prior written approval by Management, including painting, window coverings and installation of cables, satellite dishes and antennas.

2.26. **Signs and Outside Decorations**- No decorations, signs, signals, stickers, advertisements, pictures, notices, radios or awnings shall be in any manner affixed or exposed at any window, door, exterior, or common areas of the Property, except in areas specifically assigned by Management.

Upon request from a Resident or at Management's discretion, Management may make an exception for holiday decorations. Exceptions notwithstanding, Residents may not use common areas or apply tape or adhesives on the front door of any unit, or any other painted surface at the Property. Holiday decorations must be removed within ten days following the holiday.

Notwithstanding the forgoing, political signs and advertisements in conformity with local and state

laws may be displayed in any window or door of the Resident's Dwelling Unit. Please see Management for further details.

2.27. **Renters Insurance Recommended** - The fire and property insurance maintained by Management and the Owner of the Property does not cover Residents' personal possessions. We urge each Resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of Resident possessions that are left anywhere on the Property, including in common areas, laundry facilities, automobiles or units.

2.28. **Security Deposits -** Pursuant to the Security Deposit section of the Lease, Resident will pay a security deposit in advance of occupying their Dwelling Unit. If Resident fails to occupy their Dwelling Unit, Management may apply their security deposit to the payment of rental charges due and owing from Resident. Security deposits can be retained for the following: unpaid rent, key charges, late rent fees, NSF charges, damages and maintenance charges.

Security Deposits and Personal Belongings: If a Resident should die or become incompetent and, in the sole judgment of Management, it is impractical to refund any of Resident's security deposit to him or her, then it will be paid to the person listed on the attached emergency contact sheet. Any furniture or other personal Property left in a Resident's apartment at the time of vacating may be turned over to the person listed on the emergency contact sheet. If Management is unable to contact the person listed on the emergency contact sheet, or if the person is unwilling or unable to retrieve all personal property from the Dwelling Unit or the Property within the time period provided by the law, then the Resident's belongings will be discarded or donated to charity.

3. COMMUNITY SAFETY & CARE

3.1. **Community Room** –The community room may be used by Residents and Resident's guests. Guests must be accompanied by a Resident and under the supervision of the Resident at all times. Any Resident wanting to use the Community Room must reserve the room at least one week in advance, and must receive prior written approval from Management. Residents wanting to use the community room must sign a written rental agreement outlining the terms and conditions of its use. Any Resident who has used the community room must clean the community room and put it into a neat and tidy condition following the use by the Resident.

Consumption of alcoholic beverages in the community room is prohibited at all times.

3.2. **Loitering** - Residents and their guests may not loiter anywhere on the Property.

3.3. **Soliciting -** No solicitation or handbill distribution of any kind is allowed on the Property.

3.4. **Alcohol –** The consumption of alcohol in common areas and outside of the Dwelling Unit is strictly prohibited.

3.5. **No Smoking on The Property -** Smoking of any kind is NOT allowed in the Dwelling Unit, in any Private Outdoor Space, or anywhere on the Property, including but not limited to in and around any Common

Area, and any other area of the Property designated by Management. It is a material breach of the Lease Agreement to: (i) violate any law regulating smoking while on the Property; (ii) smoke in the Dwelling Unit; or (iii) smoke in the common area or any private outdoor space in which smoking is prohibited. All occupants of the Property are express third-party beneficiaries of the above-required clauses.

OPTION C. NOTE: Use this option if Smoking is allowed in DESIGNATED AREAS Only] **Smoking Allowed Only in Designated Areas -** Smoking of any kind is NOT allowed in the Dwelling Unit, in any Private Outdoor Space, or in Common Areas of the Property, except that smoking is permitted in the specific area or areas designated by Management.

"Common Area" means any enclosed or unenclosed area of the Property accessible to and usable by more than one Resident, including but not limited to the Management Office, community room, halls and pathways, lobbies, laundry rooms, common eating and cooking areas, play areas, swimming pools, and parking areas.

"Private Outdoor Space" means balconies, porches, patios, carports, or similar private outdoor spaces of the Property.

"Smoking" or to "Smoke" means possessing a lighted pipe, lighted cigar, lighted cigarette or e-cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant, or the lighting of a pipe, cigar, or cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant.

3.6. **Management Not a Guarantor of Smoke-free Environment** Efforts by Management, including the Owner Jordan Downs H2A, the Property and the John Stewart Company, to designate the Property as "No Smoking," does not make Management the guarantor of the Residents' health or the condition of the Dwelling Unit and common areas with regard to smoke. Management shall take reasonable steps to enforce the no-smoking terms of its leases and House Rules. Management cannot be held responsible for smoking violations that it is not aware of and/or have not been reported to Management.

3.7. **Video & Audio Recording** – No video or audio recordings are allowed in common areas without express permission from Management.

3.8. **Parking -** Resident acknowledges receipt of, and has read, the attached document titled "Parking Agreement," which stipulates rules and regulations regarding parking privileges and responsibilities.

3.9. **Automatic Parking Gates** –For security purposes, certain areas of the Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on or near these gates. The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is $50.00.

3.10. **Pedestrian/Walk thru Gates** –Keycards/keys/fobs providing entrance to the Property through pedestrian gates are for use by Residents only. Keycards/key/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household. Residents must not allow entrance to unauthorized or unknown persons. Pedestrian doors may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident. The cost to replace lost or damaged keycard/keys/fobs is $50.00 each.

3.11. **Laundry** –Any laundry room facility is for Resident use only. Each Resident using the laundry room facility must clean up after their use and dispose of trash in the proper receptacles.

Residents who have laundry equipment in their units are requested not to do laundry during quiet hours.

3.12. **Shopping Carts** – Shopping carts and baskets belonging to commercial stores are not allowed on the Property.

3.13. **Garbage** - All garbage and refuse must be placed into plastic or paper bags and tied before loading into garbage bins, dumpsters, and other garbage containers.

Residents must contact Management for recommendations on how to properly dispose of large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from residents for disposal. Residents must make their own arrangements for the disposal of these items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided in common areas are not intended for dumping of household trash. All household trash must be properly disposed of in the designated trash rooms or areas.

3.14. **Recycling** –Management requires Residents to recycle to reduce garbage waste. Blue bins are provided in the trash room for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.

3.15. **Green Waste** –Management also provides Green trash bins in the trash rooms for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plants, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Residents interested in participating in the green waste program must sign up with Management to receive a key to the green waste bin. Dumping trash in green waste bins is prohibited.

3.16. **Pest Control** - A professional pest control service will be provided at the Property. Units will be treated for pest control on a regular basis. Residents are required to cooperate with Management in its attempt to keep the buildings pest-free. Residents with allergic reactions to pest control treatment must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury, accidents or ill health arising out of pest control functions performed by unauthorized personnel. Residents shall not allow infestations of bugs or rodents in their Dwelling Unit and must report such conditions to Management immediately. Management will work with the Resident to schedule a mutually convenient time for Pest Control treatment times that work for all parties.

3.17. **Bedbugs** – Management is not responsible for the loss of personal belongings or any other costs incurred by the Resident as a result of a bedbug infestation. Residents are required to comply with the bedbug remediation treatment program as outlined below.

It is the goal of Management to maintain the highest quality living environment for Residents. Towards that goal, Management inspected the Dwelling Unit prior to making it available for leasing and there was no indication of the presence or infestation of insects or vermin including bedbugs in the Dwelling Unit at that time.

BEDBUG WARNING STATEMENT: Bedbugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched or left untreated. Bedbugs are transferred from place to place when people expose themselves or their belongings to bedbug infested areas. Bedbugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all Residents fully cooperate with eradication efforts.

Resident agrees to the following requirements:

3.17.1. Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.

3.17.2. Resident agrees to keep the Dwelling Unit in a safe and sanitary condition so that the Dwelling Unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the Dwelling Unit in a condition that permits reasonable ingress and egress to the Dwelling Unit and unimpeded access throughout the Dwelling Unit.

3.17.3. Resident shall immediately notify Management of any condition in the Dwelling Unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the Resident's skin; live bugs in the bed, bedding or clothing maintained in the Dwelling Unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.

3.17.4. Because of the risks to other residents, and staff, associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting Management access to inspect the Dwelling Unit.

3.17.5. In the event it is determined that the Dwelling Unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Management and Management's agents, staff and pest control technicians as required to eradicate any infestation from the Dwelling Unit and the Property.

3.17.6. Resident shall permit Management staff and pest control technician's access to the Dwelling Unit upon written notice.

3.17.7. Resident agrees do the following if pest control technicians believe that such action is necessary for the eradication of the insects:

- Discard, or permanently remove from the Dwelling Unit, and from the Property, infested personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals.
- Seal clothing and bedding in plastic bags for laundering, and laundering the clothing and bedding in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the Dwelling Unit until completion of the eradication process.

- Seal personal property, toiletries, and other personal items in plastic bags for treatment by Management's pest control technician.
- Enter into a written agreement concerning treatment to the Dwelling Unit and for treatment of personal property.
- Transfer to another unit, or relocate temporarily to another unit or other location such as a hotel, in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the Dwelling Unit. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If management deems the relocation as temporary, then within two calendar days after written notice of the completion of eradication measures in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.

3.17.8. Resident has been advised that in order to control and eradicate insects, vermin including bedbugs, Management and its pest control technician may use pesticides in and around the Dwelling Unit. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents that will be used during the eradication process. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.

3.17.9. The Resident's failure to comply with the terms of this section constitutes a material breach of the Lease Agreement that adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Management's responsibilities.

3.17.10. By signing this document Resident acknowledges receiving an information sheet titled "Bedbug Facts: 2-Page Resident Handout".

3.18. **Mold Notification** - Mold and mildew is made-up of microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms, or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

1. Properly ventilate their Dwelling Unit by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the Dwelling Unit.
2. Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
3. Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
4. Open the bathroom window while bathing, showering, and cleaning.

5. Within 24 hours, notify Management of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

3.19. **Proposition 65 Hazardous Substance Disclosure**

3.19.1. Warning: The Property contains chemicals known to the State of California to cause Cancer and birth defects or other reproductive harm. These same chemicals may be present in foods or beverages sold or served at the Property.

3.19.2. I agree that I have received and read a copy of California's Proposition 65 Brochure.

3.20. **Asbestos Disclosure-Not Applicable**

3.21. **Disclosure Of Information On Lead Based Paint And Lead Based Paint Hazards (if applicable)**

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and lead-based paint hazards in the Property. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Management's Disclosure:

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the Dwelling Unit or the Property

☐ Management has no knowledge of lead-based paint and/or lead-based paint hazards in the Dwelling Unit or the Property.

(b) Records and reports available to Management (check one below)

☐ Management has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit and the Property

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit or on the Property.

3.22. **Megan's Law** - Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this

information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

3.23. **Violence Against Women Act**

3.23.1. **Background -** The Violence Against Women Act (VAWA) protects applicants and residents who are victims of domestic violence, dating violence, stalking or sexual assault from being denied housing, evicted or terminated from housing assistance when the Adverse Factors leading to such denial, eviction or termination are the direct result of the domestic violence, dating violence, stalking or sexual assault they have suffered.

3.23.2. **Notices of Occupancy Rights and Responsibilities Under VAWA**:

3.23.2..1. Notice of Occupancy Rights - The O/A will provide the Notice of Occupancy Rights under VAWA to Section 8, and ("Tax Credits"), which outlines their rights and obligations under VAWA, at the following points in time:

- When an individual is denied residency.
- When an individual is admitted to a dwelling unit.
- With any notification of eviction (not including Notices to Pay or Quit) or termination of assistance.

3.23.3. **Confidentiality of Information** - The identity of the applicant and all information provided to owners relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by the O/A and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

3.23.3..1. Requested or consented to by the individual in writing
3.23.3..2. Required for use in an eviction proceeding; or
3.23.3..3. Otherwise required by applicable law.

3.23.4. **Retention of information -** Owners must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

Certification of Accuracy: By signing these House Rules, Management certifies that it has reviewed the information above and certifies, to the best of its knowledge, that the information provided by the signatories is true and accurate.

By signing these House Rules, Resident(s) acknowledges that (1) Resident has received copies of all information listed above, and (2) Resident has received the pamphlet "Protect Your Family from Lead in Your Home."

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the rules of JJordan Downs H2A further certify that I have received a copy of these House Rules and understand and acknowledge that these House Rules are an Attachment to and part of the lease agreement (the "Agreement").

Address and Unit Number **Date**

Print Name (Head of Resident)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name **(Management Representative)**	Signature

EMERGENCY INFORMATION AND DISPOSITION ARRANGEMENTS

To: *Property Name*

Resident Address: _____ Head of Resident Name_____

Emergency Contacts: In case of any emergency, please notify the following persons. The persons listed below may take responsibility for any children under 18 years of age, dependent (legally "incompetent") adults, or assistance animals and pets. It is required that you list at least one emergency contact.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

Security Deposit and Personal Belongings: If I should die or become incompetent and, in the sole judgment of Management, it is impracticable to refund any of my security deposit to me, then it should be paid to the first person listed below. In addition, any furniture or other personal Property left in my apartment at the end of my tenancy should be turned over to the first person listed below. If Management is unable to contact the first person listed below, or if the first person is unwilling or unable to retrieve all personal Property from the premises within the time period provided by the law, then the second person will be contacted. I understand that if I do not list any persons below, or if Management is unable to contact the persons listed within the time period provided by the law, my belongings will be donated to charity or disposed according to the law. In the event of my death, any personal Property left on the premises should also be turned over to the persons listed below according to the same procedure as set forth above, in order for those persons to distribute the Property according to the law.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

By signing below I acknowledge that I have voluntarily provided all of the optional information provided above.

RESIDENT NAME: _____ SIGNATURE: _____ DATE: _____

WITNESS NAME: _____ SIGNATURE: _____ DATE: _____

JORDAN DOWNS AREA H2A APARTMENTS

Bike Locker Agreement

BIKE OWNER/TENANT NAME: _____

ADDRESS: _____

DETAILED DESCRIPTION OF BIKE(S): _____

_____

BIKE MAKE: _____ BIKE MODEL: _____

Access to the Bike Locker is limited to residents who have completed this Agreement and have provided a picture of their bike that will be stored in the bike locker. Bikes stored in the bike locker that have not been identified as belonging to a tenant with a signed Agreement will be removed.

Bike Locker Rules

1. All bikes must be locked when in the bike locker. Jordan Downs Area H2A, owners and Management are not responsible for any bikes left in the bike locker.

2. Only bikes, and approved bike accessories listed on this agreement are allowed in the bike locker including bike trailers.

3. All non-bike personal items found stored in the bike locker will be removed.

4. Jordan Downs Area H2A is not liable for any damages to bike due to fire, theft, acts of others or another cause beyond its control.

5. In no event is Jordan Downs Area H2A Apartments liable for consequential damages or loss of use of bike.

I understand that I must notify management of any new bike or removal of old bike to ensure correct bike is identified on this agreement.

	Unit #
Address and Unit Number	**Date**
Print Name (Head of Household)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name **(Management Representative)**	Signature

EL NIDO FAMILY CENTERS

AUTHORIZATION TO RELEASE/EXCHANGE EDUCATIONAL, SOCIAL SERVICE, OR HEALTH INFORMATION

- I *AUTHORIZE* the exchange of my educational, social service, or protected health information between El Nido Family Centers and the individual or agency which is listed below.
- I *understand* that this Authorization will expire *ONE YEAR* from the date I sign, or earlier if revoked in writing.
- I *understand* that I may revoke this Authorization at any time in writing. The revocation will take effect when received by El Nido except to the extent the Authorization was already relied on.
- I *understand* that I have the right to be informed of what information will be released under this Authorization.
- I *understand* that I have the right to limit or specify the information to be released under this Authorization.
- I *understand* that once the information is disclosed under this Authorization, it may no longer be protected by privacy laws. The recipient of the information may not be legally required to keep it confidential.
- I *understand* that I may refuse to authorize release of my protected health information and El Nido will not refuse to provide me services unless such services are being provided to me solely for disclosure to third party.
- I *understand* that El Nido may sometimes release information about me without my authorization like when the El Nido staff person working with me is mandated by law to report suspected child abuse or threat of violence.
- I *understand* that I have a right to receive a *copy* of this Authorization (a photocopy is as valid as the original).

DATE: _____ **EXPIRATION DATE (One Year):** _____

Client Name: _____ DOB: _____ ID Number: _____

Address: _____

Parent/Guardian name (for minors) _____

Name of El Nido Program/Contact: _____

INFORMATION TO BE USED OR DISCLOSED (*Be Specific)*:

☐ Educational ☐ Social Service ☐ Health (except psychotherapy notes - needs separate form)

Other and/or explanation: _____

_____

EL NIDO MAY EXCHANGE MY INFORMATION WITH (RECEIVE FROM OR DISCLOSE TO):

Name of Person or Agency: _____

Contact person: _____ Title/Position: _____

Address: _____

PURPOSE OF THIS AUTHORIZATION (*Be Specific*):

_____

_____

_____ _____

Signature of Client or Client's Legal Representative* Legal Representative's Relationship to Client

* Parent/Guardian signature is only required as Legal Representative if: 1) client is under 12 years old, 2) parent/guardian's permission was required for client to receive services in the first place or 3) otherwise required by law.

_____

El Nido Witness Signature

Pet Rules and Pet Agreement

<PROPERTY NAME>

This **Pet Agreement** is incorporated in full into the existing Lease Agreement between The John Stewart Company, as Managing Agent for <PROPERTY NAME> (hereinafter referred to as "we") and <TENANT NAME> (hereafter referred to as the "Tenant" or "you"). The purpose of this Agreement is to authorize you to maintain a pet in your dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which you may be held liable.

DWELLING UNIT DESCRIPTION:
Unit No.: <UNIT #> Name of development: <PROPERTY NAME>
Address: <TENANT UNIT ADDRESS>

LEASE DESCRIPTION AND LISTING OF OCCUPANTS:
Date of Lease: <DATE OF LEASE>
Names of all persons occupying dwelling unit: _____
_____

DEPOSIT A refundable deposit of $300.00 is required to be paid by those Tenants who own or keep cat(s) or dog(s) in their units. The initial deposit of $300.00 is due at the time the pet is brought onto the premises.

CONDITIONS OF MANAGEMENT APPROVAL OF PETS - Management must meet all pets before the pet moves on-site. Aggressive animals of any kind will not be tolerated. Photo identification will be maintained in the file.

MULTIPLE TENANTS - Each Tenant who signed the Lease shall sign the Pet Agreement. You and your guests shall abide by all Pet Rules. Each Tenant of the unit shall be jointly and severally liable for damages and all other obligations set forth herein--even if such Tenant does not own the pet.

DESCRIPTION OF PET - Only the following described pet is authorized to be kept in your dwelling unit. No substitutions are allowed. No other pet or pets shall be permitted on the premises by you or your guests, except for visiting Assistance/Service animals.

TYPE: _____ BREED: _____COLOR: _____WEIGHT: _____ AGE: _____

CITY LICENSE NO.: _____ ISSUED BY THE CITY OF: _____

DATE OF LAST RABIES SHOT: _____NAME OF PET: _____

IS PET HOUSEBROKEN? ____DOCUMENTATION OF NEUTERING: _____

MOVE-OUT - Prior to vacating the dwelling unit, you shall be responsible for cleaning, de-fleeing and deodorizing the unit in order to protect future Tenants from possible health hazards, regardless of how long your Pet occupied the unit.

PET RULES - You are responsible for the actions of the pet at all times. You agree to abide by the following rules:

1. Pets will be inoculated in accordance with state and local law.

2. You will register the pet before bringing him/her onto the premises. You will update the registration annually. You will comply with all local laws and ordinances related to pet ownership that can be found at: https://www.seaaca.org/licensing

3. We may refuse to register the pet if the pet Owner will be unable to comply with any of the provisions in this Agreement.

4. You agree that the pet will not disturb the rights, comforts or conveniences of neighbors or other Tenants. This applies whether the pet is inside or outside of your dwelling unit.

5. Pets must be housebroken. **All pets**, **other than dogs or cats**, must be caged at all times. No pet offspring are allowed. Dogs and cats must be neutered or spayed.

6. The Pet shall not be tied to any fixed object outside a dwelling unit, including—without limitation—patio area, walkways, stairs, stairwells, or any other part of the development. The pet shall not be allowed to run free outside a dwelling unit.

7. You shall not permit your pet in laundry room offices, lobby areas, club rooms, other recreational facilities and other dwelling units unless needed for assistance.

8. Your pet must be fed and watered inside the dwelling unit, and pet food or water may not be left outside the dwelling unit at any time.

9. Your pet shall be kept on a leash and under supervision when allowed outside a dwelling unit, provided, however, that all pets shall be hand-held within corridors and other interior common areas.

10. Unless we have designated a particular area in a dwelling unit or on the grounds for the discharge of pet urine and feces, no pet shall be allowed to discharge anywhere on the development, including--without limitation--dwelling units, walkways, stairs, podium areas, stairwells, or other places, and all pets must be taken off the development property for such purpose. Cat discharge is permitted inside a dwelling unit, but it shall be done in commercial-type litter boxes with "kitty litter" type mix. If pet discharge occurs anywhere on the development property, you shall be responsible for the immediate removal of waste and repair damage. Tenants will be charged a $10.00 fee every time your Pet is found to have discharged on the property. In addition to the foregoing provisions hereof, you shall comply with all applicable local ordinances regarding pet discharge.

EMERGENCY CARE - In case of emergency, your pet will be taken care of by:

Name: _____ Telephone #:_____ Email: _____

PET CARE AND ABUSE - We may terminate your authorization to keep such pet if you become incapable of caring for your Pet, or if such Pet is neglectfully cared for or abused.

CHANGES AND/OR ADDITIONS TO PET AGREEMENT - We shall from time to time have the right to make reasonable changes and additions to the rules, terms and conditions set forth in this Agreement, so long as the same are in writing and distributed to all Tenants who are permitted to have pets.

VIOLATION OF AGREEMENT - Complaints of rule violations must be made in writing and signed by the person complaining. Management and Tenants alike may file such complaints. After three verified rule violations supported by objective facts in a calendar year, a Tenant who does not correct the violations may be required to give up the pet or face eviction proceedings, subject to procedures stated in the Federal Register, Vol. 51, No. 230, Section 243.24 (copies available in the office).

COMPLAINTS ABOUT PET - You agree to immediately take appropriate action in the event that we receive complaints from neighbors or other Tenants concerning your pet.

PRIOR UNDERSTANDING - You acknowledge that no other oral or written Agreement or understanding exists regarding this Pet Addendum.

THIS IS A BINDING AND LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the terms and conditions stated in this Pet Agreement.

Print Name (Head of Household)	Signature	Date
Print Name (Adult 18 or older)	Signature	Date

I have witnessed the above signatures.

Print Name (Management Representative)	Signature	Date

NOTE: This document cannot be altered without authorization from the Regional Vice President.

BRIDGE Housing Community Safety and Security Plan
2021-2022

SAFETY PLAN SUMMARY

BRIDGE Housing (BRIDGE) staff assigned to the Jordan Downs redevelopment intends to deploy an inclusive approach to advance safety goals. By December 2021, BRIDGE will manage 195 redeveloped apartments at Jordan Downs. Planning for future phases is ramping up; the number of residents living in a BRIDGE-managed unit will increase at a rapid rate. Establishing concerted planning processes early in the redevelopment timeline affords stakeholders more opportunities to create a results-oriented, resident-centered partnership model.

In the 2021 version of a 2016 baseline survey, a slight majority of residents reported feeling very safe or somewhat safe in both their apartments and the neighborhood during the day. Conversely, responses for neighborhood nighttime safety are more evenly distributed across the Likert Scale, suggesting less perceived safety outside of Jordan Downs.

Recognizing the opportunity, BRIDGE staff will coordinate safety and security planning with all redevelopment partners to present a unified front across the campus. A successful safety plan establishes processes to measure how safe residents feel at home, how/what partners contribute toward making the community safer, and how well the physical assets perform over time.

INTRODUCTION AND PURPOSE

In 2016, BRIDGE staff created a collective impact effort to advance local hire outcomes through a coalition known as Jordan Downs Forward (JDF). The JDF workforce coalition introduced BRIDGE--the organization and brand--to the community as a committed, trusted partner.

Together with construction and workforce development partners, BRIDGE achieved 70 percent local-hire placements (Section 3) on Phase 1A and 100 percent on Area H. Equipped with lessons from workforce accomplishments, BRIDGE staff intends to employ a similar collective impact approach.

BRIDGE staff and its partners/agents are committed to supporting safety and security activities at Jordan Downs—legacy and newly constructed units. In ways unique to their respective roles, various BRIDGE staff, asset and property management personnel, third-party vendors, security guards, Los Angeles police officers assigned to patrol Jordan Downs, and residents play crucial roles in creating a safe environment. The following objectives guide collective approaches to support a thriving and welcoming community:

1. (Resident) Increase feelings of safety;
2. (Property) Maintain and protect property assets; and
3. (Community) Improve coordinated responses and joint planning.

BRIDGE staff intend to achieve safety goals through a mix of policymaking, supportive resident programming, coordinated action, and community-building. Achieving success involves residents and external partners working side-by-side to establish a cohesive, functioning community.

PROBLEM STATEMENT

Without regular resident engagement or concerted safety and security efforts, results are likely short-lived or altogether fail. The normality of crime is an unintended consequence of inaction or misaligned strategy, especially among young people. Investing in coordinated safety and security processes will positively impact resident and asset management outcomes.

SAFETY STRATEGY DEVELOPMENT

BRIDGE staff will support campus-wide safety and security approaches by partnering with redevelopment stakeholders, e.g., Housing Authority for the City of Los Angeles, The Michaels Organization, John Stewart Company, Primestor Development, El Nido Family Centers, Better Tomorrows, etc.

Data from a variety of sources will inform ongoing planning *and* help assess the progress toward goals. Because Jordan Downs, legacy and new units, is a diverse housing development, BRIDGE staff will prioritize diversity, equity, and inclusion (DEI) practices and ensure all safety and security elements appropriately represent residents. To contribute toward a comprehensive and meaningful safety and security strategy, BRIDGE staff will deploy the following resources:

- **[INFORMAL] Resident Groups and [FORMAL] Phase-specific Resident Association (Quality of Life and Local Context Expertise):** Participate in visioning and planning activities. Enlist other residents in contributing toward a safe and thriving Jordan Downs, especially during redevelopment. An iterative placemaking process; expand based on redevelopment progress—should complement existing, complementary planning efforts.

- **The John Stewart Company (Asset Protection and Management):** Ensure residents understand their lease terms *and* safeguard communication among service providers, security guards, and LAPD. Manage the security contract and hold vendors accountable for meeting performance objectives.

- **El Nido Family Centers (Resident Service Provision):** Coordinate or deliver case management, information/referrals to outside social services, and increase access to basic needs, e.g., food, clothing, health and wellness, counseling, financial education. Support community-building activities and coordinate resident engagement.

- **BRIDGE Development and Community Development (Strategy Development and Systems Management/Coordination):** Work with residents to design/implement activities to strengthen bonds between neighbors, partner with safety system stakeholders, and support resident leadership development. Support resident engagement.

ELEMENTS OF A SUCCESSFUL SAFETY STRATEGY

To implement a comprehensive and meaningful safety and security strategy, BRIDGE will employ the following five specific tools at Area H:

1. Support a Seamless Campus-wide Approach: Coordination and cooperation among and between stakeholders, e.g., The John Stewart Company (JSCo), Primestor, and The Michaels Organization (TMO), and their respective security vendors guarding each redevelopment phase. A successful campus-wide approach requires parties to share timely data, establish clear communication lines, meaningful resident participation in crime prevention and community building activities, and aligned responses.

2. Controlled Access and Video Surveillance: The property will have controlled access entry. Additionally, there will be video cameras positioned throughout Area H in discrete areas of the interior and exterior of the building. JSCo property managers and uniformed security guards will monitor the cameras. To enhance effectiveness and support identifying person's involved in criminal activities, BRIDGE, JSCo, and the security company will share the feed with Los Angeles Police Department's Community Safety Partnership (CSP) officers assigned to Jordan Downs as the need arises.

3. Uniformed Security Guards: The security company will prioritize local hiring. Uniformed, unarmed guards, aside from their traditional duties, will administer their roles as safety ambassadors as a means to build trust and establish their presence in the community. The guards will patrol the site and the contract will be shared amongst other existing buildings owned by BRIDGE and The Michaels Organization. This campus-wide approach provides more hours of coverage with economies of scale. We anticipate guards will patrol the site up to 16 hours a day Monday through Friday and 24 hours a day Saturday and Sunday. Costs for this service will be allocated across participating sites.

4. Data-Informed Safety Planning and Deployment: Safety/Security stakeholders commit to using findings from household and other surveys to inform safety decisions, resident engagement, security guard and police deployment, and program design. The following two data points may provide the baseline from which to measure longitudinal changes: perceptions of safety in the neighborhood (at various times of the day) and social cohesion (trust levels and willingness to help among and between neighbors).

5. Partner with LAPD's CSP: A strategic relationship with LAPD's Jordan Downs CSP unit allows BRIDGE and JSCo to extend existing coverage and programming into the new buildings. Together, BRIDGE and LAPD will work toward building upon successful relationship-based policing practices and support each other's planning efforts, such as

Community Safety Advisory Committee (CSAC). Their safety/security efforts will include coordinated deployment, crime prevention education, and youth-centered programming targeting Opportunity Youth between the ages of 14 and 24.

Along with HACLA, explore joint investment, on behalf of BRIDGE and TMO, to ensure consistent coverage across the redeveloped Jordan Downs campus, especially as residents move into the newly-built apartment homes. Currently, CSP officers are serving the Jordan Downs community under contract with HACLA as part of a comprehensive investment to serve select public housing developments throughout the City.

An aligned approach, one centered around improving quality of life and increasing feelings of safety, is likely to strengthen bonds between legacy residents and those new to Jordan Downs/Watts.

OBJECTIVES AND RESULTS

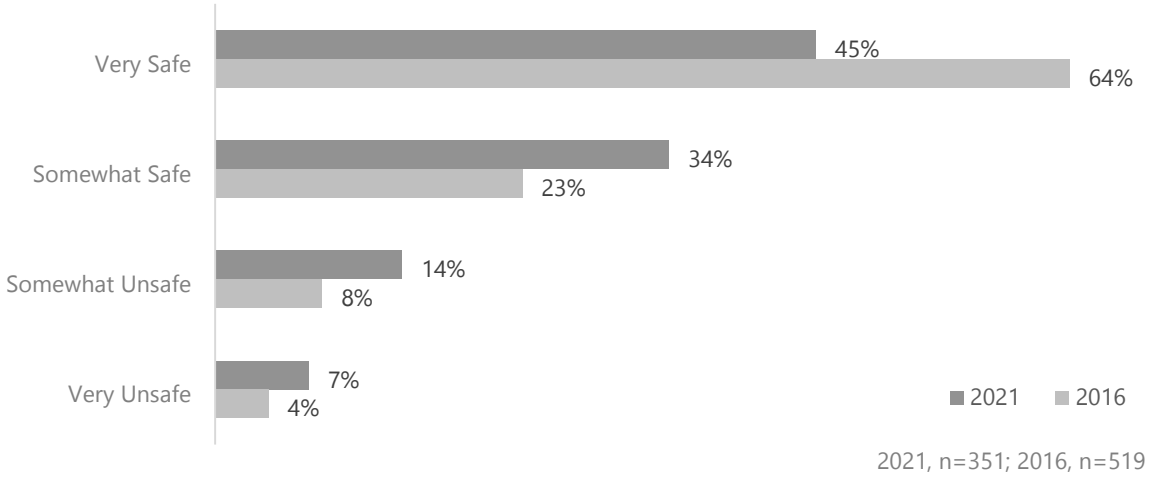
RESIDENT-CENTERED OBJECTIVE
Increase residents' perceptions of safety at Jordan Downs and in the community.
KEY RESULTS (Q2 2022)
1. Develop and facilitate safety-oriented focus groups with residents (key audience: youth). 2. Share and clarify relevant results of CNI survey with the majority of residents (key audiences: heads of household, youth, and service providers). 3. Publish findings of safety community engagement report to BRIDGE senior management (key audience: BHC management, internal). 4. Scan the field of practice and study related, successful resident-led Associations (key audience: BHC management, internal).

PROPERTY MANAGEMENT-CENTERED OBJECTIVE
Effective and efficient asset management.
KEY RESULTS (Q4 2021)
1. Design a process to follow-up with all residents and ensure they understand lease terms. 2. Write a communications protocol to inform internal stakeholders of any safety-related event at BRIDGE-managed property within Jordan Downs. 3. Create a process to manage security company outputs and ensure [DEI] representation.

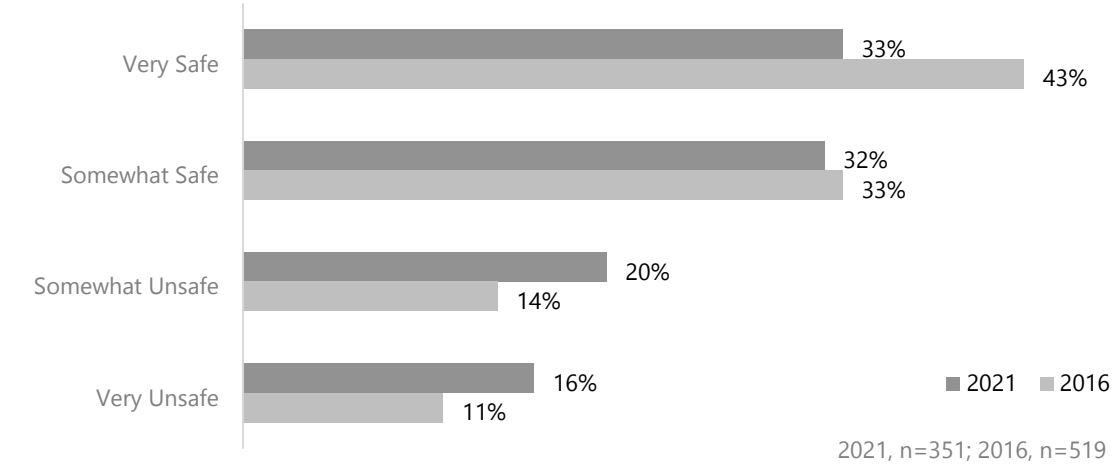
COMMUNITY-CENTERED OBJECTIVE
Integrate and influence systemic changes.
KEY RESULTS (Q2 2022)
1. Join and contribute [external] outward-facing safety planning efforts with LAPD, Council District 15, and other governmental stakeholders. 2. To avoid duplicating external safety planning activities, BRIDGE staff will regularly assess whether a [JDF] safety-oriented coalition makes sense. 3. Complete a quarterly, cursory feasibility study to determine whether BRIDGE staff, partners, and residents have the capacity and resources to sustain/support a resident-led safety committee.

NOTEWORTHY CHOICE NEIGHBORHOOD INITIATIVE SAFETY SURVEY RESULTS

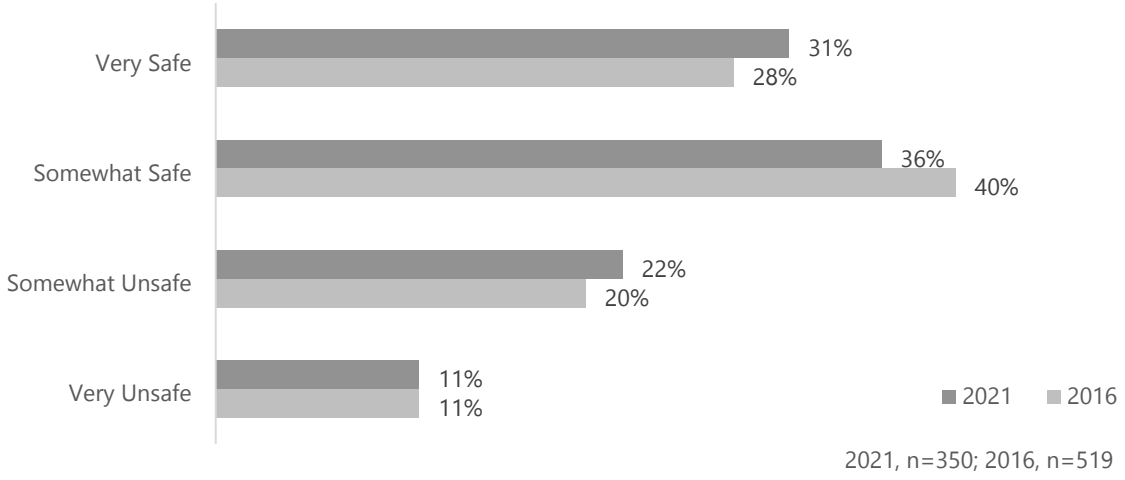
The majority of survey respondents indicated they feel some degree of safety in their **apartment units** during the **DAYTIME**



The majority of survey respondents indicated they feel some degree of safety in their **apartment units** during the **NIGHTTIME**

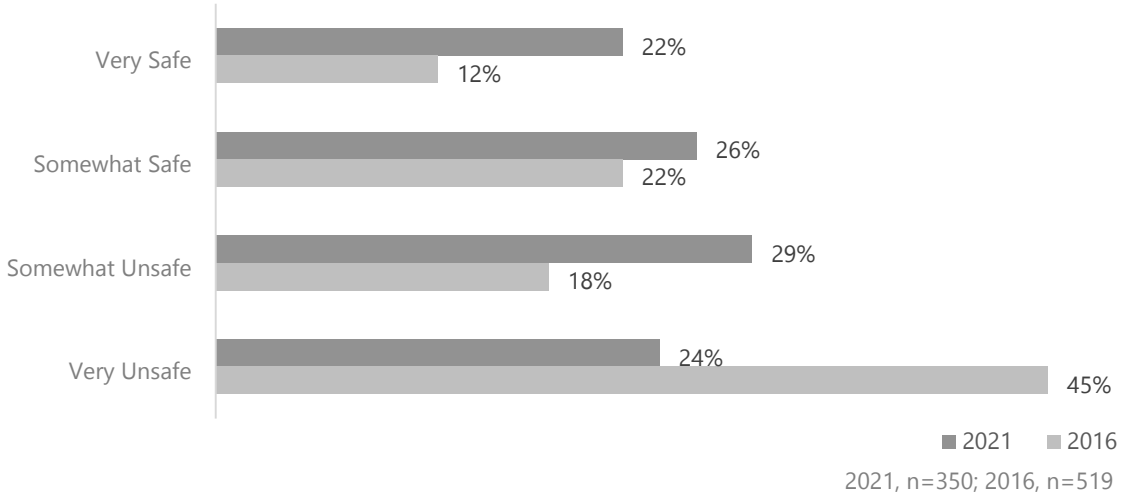


The majority of survey respondents indicated they feel some degree of safety in the **neighborhood** during the **DAYTIME**



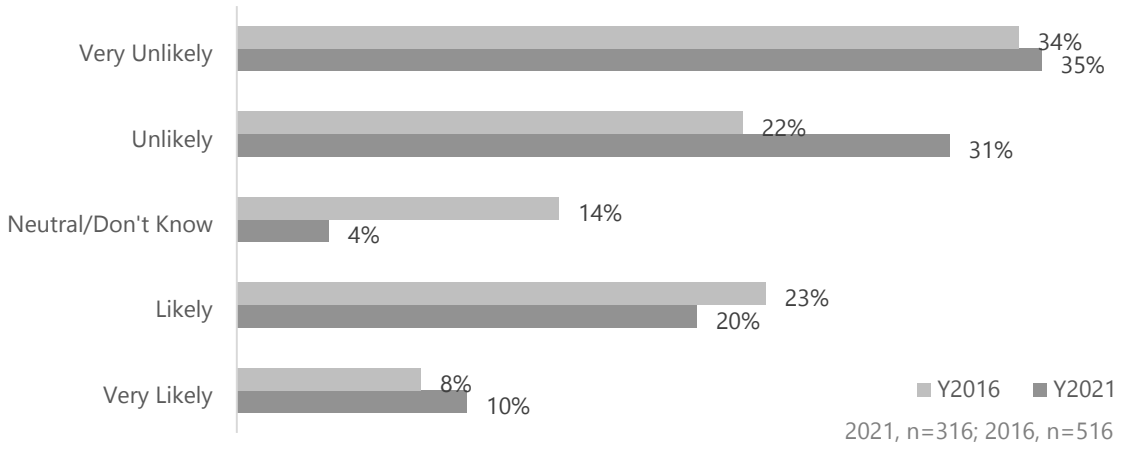
2021, n=350; 2016, n=519

The majority of survey respondents indicated they feel some degree of safety in the **neighborhood** during the **NIGHTTIME**

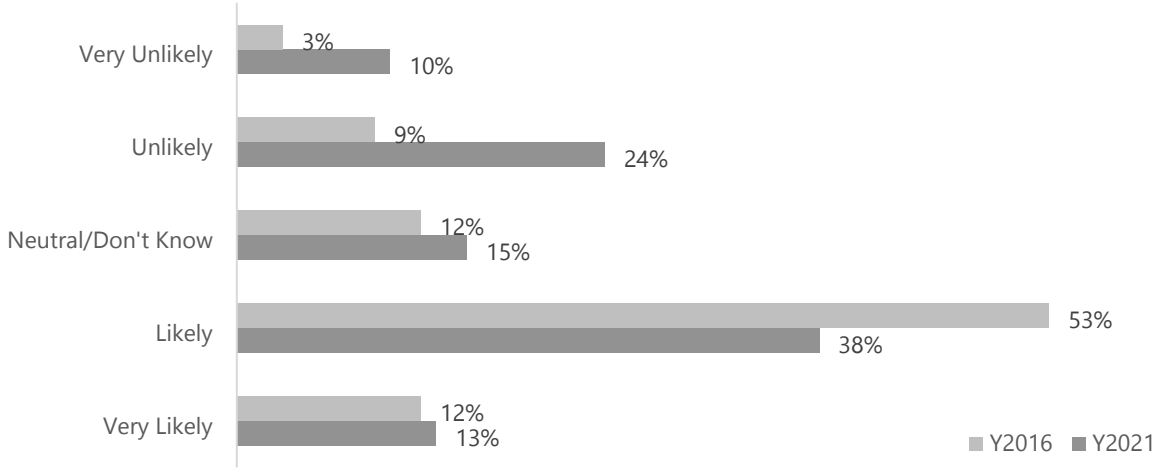


2021, n=350; 2016, n=519

Cohesion 1 - Prompt: "How likely your neighbors would do something if...a group of neighborhood children were skipping school and hanging out on a street corner."



Cohesion 2 - Prompt: "People in my neighborhood are very willing to help each other out."



El Nido Family Centers — Services Plan — Jordan Downs (IIIA) Housing

BRIDGE and El Nido Family Centers ("El Nido") will be partnering to provide high quality housing including programs and services for families at Jordan Downs (IIIA), a 76-unit affordable multifamily development located at 2299 E 99th Place, Los Angeles, CA 90002. El Nido will provide Service Coordination, information and referral, and adult education/ community building activities for all residents of Jordan Downs IIIA. BRIDGE and El Nido are determined to accomplish the goals of decreasing concentrations of poverty by developing a healthy, sustainable and active community, while contributing to the health of the surrounding neighborhood.

Housing Context

Jordan Downs is a 700-unit public housing apartment complex in Watts consisting of 103 buildings. Jordan Downs was built by the Federal Government in the mid-1940s as the first Veterans Housing Project in the country and was converted into public housing the 1950s by The Housing Authority of the City of Los Angeles (HACLA).

Jordan Downs serves nearly 2,000 very low-income residents, whose average income is $15,670 compared to $51,538 in the surrounding Watts neighborhood. Over 70 percent of Jordan Downs residents earn below the poverty level and twenty percent of residents over the age of 16 are unemployed. Jordan Downs consists primarily of young families, with 51 percent of residents being aged 17 and younger and 51 percent of households headed by a single parent. Additionally, there are at least 14 known gangs active in Watts and the rate of violent crime is nearly 100 percent higher than the rest of the city.

Service Focus and Philosophy for Jordan Downs (IIIA)

BRIDGE Housing has the primary purpose of providing safe and stable affordable housing for low and very low-income families and individuals. BRIDGE's residents represent a variety of demographics in terms of age, ethnicity, primary language, education, work status, housing history, disability and family composition. At Jordan Downs (IIIA) all residents will have access to the full range of services put in place by BRIDGE and El Nido, including through collaboration with local and city-wide non-profits.

This model, of providing various interconnected supportive services to families, will provide the highest quality of programs to meet their specific needs, while encouraging independence, growth, self-determination and self-sufficiency.

With the key objective of ensuring tenant housing stability, El Nido will provide two basic family service components to low-income residents, as follows:

1) **Case Management (Service Coordination):** Case Managers provide residents with vital information, resources and informal counseling. Services may include, but need not be limited to:
   (a) Active outreach to engage resident families and to build and nurture trusting relationships that will empower them to meet their most pressing and long-term needs, as they define them.

(b) Assessing and prioritizing families' information and resource needs.
(c) Developing family plans to meet assessed needs, with concrete action steps to be taken by Case Managers and families.
(d) Identifying appropriate resources for each family to meet identified needs, within: El Nido's constellation of programs/services; El Nido's network of community provider partners; and other organizations/individuals in the families' social networks and/or in the larger community surrounding Jordan Downs.
(e) Successfully linking families with identified resources. Commonly observed needs include financial literacy training/coaching, workforce development, adult education (ESL, computer literacy, etc.), childcare/youth development activities, parenting education, domestic violence prevention/intervention, and health/mental health care. El Nido's Teen Parent Family Services, Child Abuse Prevention & Treatment, Select Home Visitation and other agency programs will be readily accessible as needed to address identified needs. Additional resources within El Nido's existing network to assist include WorkSource Center(s), WLCAC FamilySource Center, Children's Institute, Compton YWCA, Watts Health Foundation, Kaiser/Watts Counseling & Learning Center, L.A. County MLK Community Healing & Trauma Prevention Center, Southwest College etc.
(f) Close collaboration with on-site Property Management to assist residents with maintaining their housing by providing support and assistance with communication and follow through for lease violations and other concerns.

2) **Group Socialization/Community Building and Educational Programming:** El Nido will directly provide group services to meet identified needs and/or build residents' sense of community belonging and cohesion. Such services may include but need not be limited to:
(a) Parenting Education, drawn from evidence-based curricula appropriate to the ages of children with which El Nido has proven experience.
(b) Financial Literacy Workshops, in both single and multi-session formats.
(c) Job Preparation workshops, using curricula proven effective based on El Nido's experience.
(d) Computer literacy workshops for adults and/or Tech Academy sessions for youth.
(e) Holiday events/seasonal celebrations, with refreshments or gifts provided as in-kind from donor sources to be identified. Examples from other El Nido locations include Back-to-School Festivals (with backpacks provided by Kaiser Permanente and other corporations), winter holiday parties (with toys and books donated by Mattel and Ella Fitzgerald Foundation), etc.

STAFFING

The cornerstone of the services plan is tied to BRIDGE and El Nido Family Centers creating, maintaining and developing new partnerships with local, culturally competent service providers. The specific services to be provided by each organization will be described through a formal MOU between El Nido, BRIDGE and partners with clearly defined, specific goals, objectives, activities and timelines.

Staff, Service Providers and Their Roles		
Staff	**Organization**	**Description of Services**
Program Manager	El Nido Family Centers	Oversees all services onsite, Supervises Program Coordinator; Creates and coordinates partnerships; Over sees Contract reporting
Program Coordinator/Case Manager	El Nido Family Centers	Coordinates the delivery of services and programs for residents; Provides Individual Outreach; Conducts Intake and Assessment; Provides Case Management and Supportive Services/direct links to community resources; Coordinates Resident Events/Activities, Collects Data for reporting: Serves as primary contact with Property Management through weekly meetings;.

El Nido — Organizational Overview and Experience

El Nido was founded in Los Angeles in 1925 and incorporated as a 501(c)(3) in 1954. For its first 50 years, the organization offered residential services for abused/neglected, abandoned and runaway children and youth. As the incidence of child abuse, school failure, teen parenting and youth crime increased in the 1970s, the agency's focus turned to community-based prevention and early intervention—an evolution that inspired an expertise in case management and new approaches that became standard in the field. El Nido was the first or a leading social service agency to: recruit multicultural professionals from targeted areas; train the next generation of culturally-competent social workers (Master's-level interns); be allowed on LAUSD campuses to provide school-based case management, counseling and parent education; and develop specialized services for parenting teens and their babies. The organization also pioneered programming that took case managers out of offices and put them in the field, reaching families in their homes, at housing projects, in churches and other natural locations. Through decades of experience, El Nido has developed strong connections to other relevant providers, ensuring that all clients are linked to the resources they need.

El Nido's mission today is to empower families in low-income communities of LA County to break the cycle of poverty, child abuse, violence, academic failure and teen pregnancy through outstanding educational, youth development, health and therapeutic services. El Nido serves 13-14,000 children, youth and family members annually, across a wide swath of the county. A large majority of clients are Latino or African American, living at or near the poverty line; staff are multicultural and bilingual, many from the communities served. Nearly all programs incorporate case management to meet the holistic needs of clients. Teen Parent Family Services, for example, is part of El Nido's continuum of care for parents of young children. These programs (including Parents as Teachers) use case management to stabilize families and prepare children to succeed in school. El Nido's two FamilySource Centers in South West L.A. and Pacoima provide intensive case management and a host of on-site resources to local low-income families,

to increase family income/assets and youth academic achievement. Case managers in Gang Reduction & Youth Development work with at-risk youth to coordinate care and advocate for their needs, with the goal of preventing gang initiation. The project at Jordan Downs draws on El Nido's extensive case management experience, both current and historic.

El Nido's service philosophy has long focused on empowerment and building families' inherent strengths. Through El Nido's approach, the purpose of case management is multifold. It builds on clients' assets (cultural wisdom, devotion to family/community, willingness to work hard, etc.); removes obstacles to progress; offers resources, new opportunities and encouragement; and increases skills, social supports, self-confidence—and, most of all, hope.

JD Relocating Resident Occupancy Process – Area H2A Lease Up

Roles: HACLA Dev, HACLA Sec 8, Relo (Relocation Consultant), Area H2A (JSCo/BHC)

1. **Noticing** – HACLA Dev and Relo work together to notice JD residents 60 days prior to Area H2A file processing.
   After 60 days, pool of JD residents is identified who want to move to Area H2A

2. **Referral to Area H2A** – HACLA Dev provides to Area H2A the tenant information of JD residents identified in #1.
   A. Tenant information to include:
      1. Seniority date/order
      2. All household members on lease (Name and birthdate)
      3. Any known live-in-aide information
      4. RAD Only households
      5. Unit Size for Area H2A
      6. Current contact information (address, phone, email if available)
      7. ADA/H unit needs if known
      8. Current Rent amount

3. **Area H2A File Processing** – Area H2A contacts Referrals from Step 2.
   A. Area H2A will provide JD residents a document checklist and will be contacted to schedule a file processing interview with Area H2A staff.
   B. Area H2A works with Relo if escalation is needed in contacting residents, collecting paperwork, etc.
   C. If multiple documented attempts made over a 10-day period to contact/collect documents from JD resident are unsuccessful, JD Resident will receive notice that unless they reply with the requested documents within 5 more days, they are losing their seniority order status and will be moved to the end of the referral list.

4. **New Unit Assignment:**
   A. Area H2A assigns units based on:
      1. RAD/PBV
      2. Size and AMI (assign to highest AMI by size that the household qualifies for)
      3. Seniority (if resident not compliant with providing information, they will move to end of referral list)
      4. ADA/H needs

5. **HACLA PBV File & COE Process:**
   A. Area H2A to provide HACLA Sec 8 for approved residents: Name, prior address, new unit, move in date, security deposit amount. *Timeline to be clarified*
   B. TCO must have been received
   C. HQS must be complete
   D. HAP contract must be executed
   E. HACLA Sec 8 will provide COE to Area H2A

6. **Move-ins:**
    A. Area H2A file must be complete and date-valid
    B. COE must be complete
    C. Area H2A sets move in date and notifies all teams of move in date at least 1 week prior
    D. On move-in day, Area H2A provides move-in authorization to HACLA Sec 8
    E. HACLA Sec 8 provides HACLA lease within 48 hours of receipt of move-in authorization.

Communication/Tools

Once JD Resident Referral information is provided, Area H2A will create excel tracking sheet to show order and processing status, with tab for each unit size

Weekly meetings will occur throughout lease up with HACLA, Area H2A, Relo to identify and escalate:

1. Households that do not qualify/no unit to match to
2. Gaps in unit assignment/need more referrals
3. Household member discrepancy
4. Seniority changes/noncompliance with process

JORDAN DOWNS PHASE 3A

STAFFING PLAN

Version Number: 1.0

Version Date: 02/16/22

1 INTRODUCTION

1.1 PURPOSE

This document describes the proposed staffing for the *Jordan Downs Phase 3A* community. This plan supplements the overall Management and Re-Occupancy Plan and covers the staffing requirements for the community. The Staffing Plan is intended to be a living document, reviewed at least annually and updated as needed.

1.2 AUDIENCE

The intended audience for the staffing plan is all project stakeholders, including the developer and General Partner, Bridge Housing Corporation, management agent, The John Stewart Company, and the Housing Authority of the City of Los Angeles (HACLA).

1.3 ASSUMPTIONS/CONSTRAINTS

This plan only addresses the staffing requirements for site front-line staff that will be part of the property management office team. This plan does not capture staffing requirements for work performed by a contractor or service provider. In those situations, the property manager monitors the performance through agreed upon deliverables and has requirements in the contract for the contractor to ensure appropriate staffing. Oversite and support management staff, not included in the property operating budget, such as Regional Manager, Accounting, and Compliance support are not included in the staffing plan. Additionally, temporary staffing for lease-up, site-specific compliance or administrative support, or temporary maintenance help not budgeted are not included in the staffing plan.

The staffing plan assumes overall project cash flow stays at a level to support the staffing proposed. If the budget does not support proposed staffing, the plan will be revised to reflect the new staffing plan.

2 STAFFING MANAGEMENT

2.1 STAFFING ROLES

The following is a detailed breakdown of the on-site staff requirements by role needed to effectively manage the property.

Job Title	Years of Experience	Hours/ Week	Responsibilities
Property Manager	2-5 years	40	*Manage day-to-operations of property. Handle resident issues, manage on-site staff*
Assistant Property Manager	1-2 years	40	*Assist property manager in day-to-day administrative duties.*

Maintenance Technician	5-7 years	40	Handle day-to-day maintenance requests, preventive management schedule
Maintenance Assistant/ Janitor	1-3 years	26	Assist maintenance in handling work orders. Daily clean-up of property. May be filled through a contract.

2.2 STAFF COMPENSATION

The following describes staff compensation. Annual salary does not include benefits, taxes, or insurance. Additional anticipated amount of $80,368 is included in the budget to cover these amounts.

Job Title	Annual Salary	Benefit Eligible	Housing Included	Comments
Property Manager	$60,000	Yes	Yes	Includes 2-bedroom exempt unit.
Assistant Property Manager	$37,440	Yes	No	
Maintenance Technician	$50,000	Yes	No	
Maintenance Assistant/ Janitor	$22,800	Yes	No	May split hours with another property for full time hours.

2.3 STAFF RECRUITMENT

Open site positions will be advertised on websites such as Craigslist, Indeed, LinkedIn, and the John Stewart Company website. Applicants must apply on-line. Due to the technical nature of the programs that govern the property and complex nature of building systems, minimum experience levels apply for all positions. To the extent possible the HUD Section 3 Plan (Attachment 8 of the Management and Re-Occupancy Plan), will be followed to ensure residents will be considered for open positions.

All on-site personnel may be drug screened. Reference checks will be conducted prior to offer of employment. Negative employment history, such as termination from employment for cause or poor work performance may be grounds for not offering employment. Criminal background screening will be performed after a conditional offer and acceptance of employment. An offer of employment may be revoked if the applicant does not pass the criminal background screening.

Grounds for revocation of an offer include, recent drug related offences, violent felony convictions, property related convictions, such as burglary, robbery, arson. Convictions for fraud related crimes, such as identity theft, that may pose a risk to resident's personal information.

Transfer opportunities are available for current employees of the John Stewart Company.

2.4 STAFF TRAININGS

Training opportunities are provided by Management on an on-going basis. All management staff are required to participate in annual Fair-Housing Training as well as program specific training and general property management operations training. Supervisory staff must complete Anti-Sexual Harassment training every two years.

The Management Agent, The John Stewart Company, has on-going web-based trainings and access to many tutorials, forms, documents, manuals, on the Company website. An annual conference is held to provide site staff an opportunity to enhance their management skills through workshops and to receive program updates. Compliance and executive management staff provide regular updates on new or existing program requirements.

A Regional Manager and compliance team are available to answer questions and provide guidance to questions regarding programs or resident issues.

2.5 STAFF OVERSITE AND ACCOUNTABILITY

Site staff oversite is conducted by a Regional Manager, who is responsible for monitoring staff performance of daily operations at the property. Through regular site visits, the Regional Manager audits files, walks property, talks to staff, addresses resident issues, and monitors financial indicators such as vacancies, delinquencies, and operational expenses.

Additionally, compliance must approve all move-ins for program eligibility, audits tenant files, and monitors compliance with program layering and regulatory requirements.

Semi-annual performance evaluations are conducted on all staff. Underperforming staff are given Performance Improvement Notices (PINs) with a development plan to provide the employee with specific action items for improvement, when applicable. Employees that consistently fail to meet

performance standards or engage in violations of the employee handbook may be terminated.

Fair Housing and Reasonable Accommodations and Modifications Notice

The John Stewart Company (JSCo) is committed to ensuring that its policies and procedures are in compliance with the provisions of all Federal and State laws designed to prohibit discrimination in housing on the basis of all protected classifications including race, color, national origin, religion, creed, sex, familial status, age, handicap/disability, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income, genetic information or other arbitrary characteristics. In addition, JSCo adheres to applicable laws and regulations regarding accessibility for the disabled.

JSCo will grant all reasonable requests for accommodations or modifications from disabled applicants and disabled residents as required by applicable laws. Generally speaking, an '"accommodation' is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces."[1] Modifications generally are defined as structural changes "to an existing premises occupied or to be occupied by a person with a disability if such modifications may be necessary to afford such person full enjoyment of the premises."[2]

Whether the request is reasonable will be evaluated on a case-by-case basis consistent with applicable laws. A request generally is not considered reasonable if it poses an undue financial and administrative burden or if granting the request would fundamentally alter the nature of JSCo's or a particular property's operations. Requests may also be denied if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the requested accommodation or modification. If we determine a request is not reasonable, we will engage in in an interactive process with you during which we will discuss, among other things, possible alternative accommodations or modifications that would effectively meet the disability-related needs without a fundamental alteration to operations and without imposing an undue financial and administrative burden. It is very important that we all participate in such discussions in good faith so that we can ensure that all individuals have an equal opportunity to use and enjoy the premises despite their disability.

An applicant or resident (or another person acting on behalf of the individual needing an accommodation) may request a reasonable accommodation or modification at any time--from the point of expressing interest in housing through the duration of tenancy. JSCo is legally entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If an individual’s disability is obvious, readily apparent, or otherwise known to JSCo, and if the need for the requested accommodation or modification is also readily apparent or known, then JSCo may not request any additional information prior to addressing the request. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, JSCo will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry and may be inappropriate.

Although a specific form or format is not required to make a request, JSCo highly encourages individuals to use the attached form to make a request for an accommodation or modification so that we can ensure we understand the request (please see Request for Reasonable Accommodation). If you require any assistance whatsoever in completing this form, just let JSCo staff know and we will be happy to assist you. If this form is not completed, JSCo will process your request to the extent possible. Regardless of whether or not the Request Form is completed by you, as part of the request process, JSCo may request written verification that:

- the person making the request is disabled as defined by applicable law (if the disability is not obvious);
- describes the needed accommodation or modification; and
- shows the relationship between the person's disability and the need for the requested accommodation (if the relationship or nexus is not obvious).

Acceptable verification must come from a reliable third party that is in a position to know about the disability, which may include a doctor or other medical professional, a social service agency, counselor, case manager, social worker or similarly-situated third party. JSCo may contact the party providing the verification in order to seek only the information that is necessary to process the request including, but not limited to, verifying the information provided and discussing potential

alternative accommodations or modifications which may also meet the need of the individual. As with the form/format and/or manner in which a request is made by the applicant or resident, a specific form is not needed in the execution of the third-party verification; however, certain specific information may be required. As a result, a template has been

provided with this packet for use in obtaining any required verifications (please see Reasonable Accommodation Verification Form).

Please know that JSCo will make every effort to accommodate requests in a discreet and expedient manner. An initial response to requests for accommodations or modifications will be provided within 10 days of submission; however, a longer time may be required depending on the circumstances such as if bids are required for specific modifications or we are unable to obtain verifications if required.

All accommodation requests and modification requests require approval by a Regional Manager or above. No request can be denied without review and approval by the Regional 504 Coordinator.

Medical information obtained by JSCo in connection with a reasonable accommodation request will be kept confidential. This means that all medical information JSCo obtains in connection with a reasonable accommodation request, including information about an individual's functional limitations and reasonable accommodation needs, will be kept in a secure location separate from the individual's file. The file will be identified as "CONFIDENTIAL" to prevent accidental disclosure or release. Any JSCo employee who obtains or receives medical information concerning an applicant or resident is strictly bound by confidentiality requirements and may disclose this information only as follows:

- JSCo management officials who need to know (including the person who requested that the medical information be obtained) may be told about the accommodation(s) deemed necessary for the individual. However, information about the individual's general medical history will only be disclosed if strictly necessary.
- Information may be given to officials or contractors assigned to investigate JSCo's compliance with privacy rules.
- Information may be given to officials and agencies responsible for maintaining records and evaluating and reporting on JSCo's performance in processing reasonable accommodation requests, including the Housing Authority of the City of Los Angeles, BRIDGE Housing Corporation, and JD Housing 2B, LLC.

Whenever medical information is disclosed, the individual disclosing the information must inform the recipients of the information about the confidentiality requirements attached to it. These recipients are also bound by the confidentiality requirements.

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1 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodation Under the Fair Housing Act* (Washington, D.C., May 17, 2004).

2 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Modifications Under the Fair Housing Act* (Washington, D.C., May 5, 2008).

Accommodation - Modification Policy
Notice to All Applicants and Residents

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JSCo will grant all reasonable requests for accommodations or modifications from disabled applicants and disabled residents as required by applicable laws. Generally speaking, an '"accommodation' is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces."[1] Modifications generally are defined as structural changes "to an existing premises occupied or to be occupied by a person with a disability if such modifications may be necessary to afford such person full enjoyment of the premises."[2]

Whether the request is reasonable will be evaluated on a case-by-case basis consistent with applicable laws. A request generally is not considered reasonable if it poses an undue financial and administrative burden or if granting the request would fundamentally alter the nature of JSCo's or a particular property's operations. Requests may also be denied if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the requested accommodation or modification. If we determine a request is not reasonable, we will engage in in an interactive process with you during which we will discuss, among other things, possible alternative accommodations or modifications that would effectively meet the disability-related needs without a fundamental alteration to operations and without imposing an undue financial and administrative burden. It is very important that we all participate in such discussions in good faith so that we can ensure that all individuals have an equal opportunity to use and enjoy the premises despite their disability.

An applicant or resident (or another person acting on behalf of the individual needing an accommodation) may request a reasonable accommodation or modification at any time--from the point of expressing interest in housing through the duration of tenancy. JSCo is legally entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If an individual’s disability is obvious, readily apparent, or otherwise known to JSCo, and if the need for the requested accommodation or modification is also readily apparent or known, then JSCo may not request any additional information prior to addressing the request. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, JSCo will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry and may be inappropriate.

Although a specific form or format is not required to make a request, JSCo highly encourages individuals to use the attached form to make a request for an accommodation or modification so that we can ensure we understand the request (please see Request for Reasonable Accommodation). If you require any assistance whatsoever in completing this form, just let JSCo staff know and we will be happy to assist you. If this form is not completed, JSCo will process your request to the extent possible. Regardless of whether or not the Request Form is completed by you, as part of the request process, JSCo may request written verification that:

- the person making the request is disabled as defined by applicable law (if the disability is not obvious);
- describes the needed accommodation or modification; and
- shows the relationship between the person's disability and the need for the requested accommodation (if the relationship or nexus is not obvious).

Acceptable verification must come from a reliable third party that is in a position to know about the disability, which may include a doctor or other medical professional, a social service agency, counselor, case manager, social worker or similarly-situated third party. JSCo may contact the party providing the verification in order to seek only the information that is necessary to process the request including, but not limited to, verifying the information provided and discussing potential

alternative accommodations or modifications which may also meet the need of the individual. As with the form/format and/or manner in which a request is made by the applicant or resident, a specific form is not needed in the execution of the third-party verification; however, certain specific information may be required. As a result, a template has been

provided with this packet for use in obtaining any required verifications (please see Reasonable Accommodation Verification Form).

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All accommodation requests and modification requests require approval by a Regional Manager or above. No request can be denied without review and approval by the Regional 504 Coordinator.

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- JSCo management officials who need to know (including the person who requested that the medical information be obtained) may be told about the accommodation(s) deemed necessary for the individual. However, information about the individual's general medical history will only be disclosed if strictly necessary.
- Information may be given to officials or contractors assigned to investigate JSCo's compliance with privacy rules.
- Information may be given to officials and agencies responsible for maintaining records and evaluating and reporting on JSCo's performance in processing reasonable accommodation requests, including the Housing Authority of the City of Los Angeles, BRIDGE Housing Corporation, and JD Housing 2B, LLC.

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REQUEST FOR ACCOMMODATION/MODIFICATION FORM - CONFIDENTIAL

You may use this form to request that The John Stewart Company (JSCo) provide an accommodation to you or any member of your household who has a disability in order to ensure equal opportunity to access and enjoy your dwelling and common areas or make a modification to your apartment or the apartment community which may be necessary to afford a disabled person full enjoyment of the premises.

The law does not require the use of this or any other form to make a request for a reasonable accommodation. This form and any supporting materials or information are confidential and will be kept separate from the other components of your tenant file.

For the purpose of this form, a person with a disability includes 1) individuals with a physical or mental impairment that limits one or more major life activities; 2) individuals who are regarded as having such an impairment; and 3) individuals with a record of such an impairment. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV/AIDS, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Date of Request:	**Telephone Number:**
Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
1. I am requesting the following accommodation(s)/modification(s):	
2. The requested accommodation/modification is disability-related in that:	
3. You may verify the existence of a disability and the need for this request by contacting the following individual who is a medical/social service professional or other third party with sufficient knowledge to provide the information necessary to process this request (*please include name, address, phone number and e-mail if known)*:	
4. I give you permission to contact the above individual(s) for purposes of verifying the existence of the disability and the need for the accommodation/modification requested as well as to ascertain whether there exists other accommodations or modifications which may also meet the needs of the disabled individual identified above. I understand that the information you obtain will be kept confidential and used solely to process my request.	
5. I certify that the information provided in this request is true and correct and that I understand the information I have supplied above is being relied upon by JSCo in making decisions relating to the housing of the disabled individual identified herein.	

Signature of Applicant/Resident **Date**

RECEIVED BY:

Signature of Management Representative **Date**

ACCOMMODATION/MODIFICATION AUTHORIZATION FORM

Release of Information

Name of Medical/Social Service Provider or other Third-Party Professional:	**Address**:
Phone Number: **Fax Number:**	**E-Mail**:

I authorize the above agency/individual to provide information needed to verify that I am disabled as defined by applicable law, that the requested accommodation/modification may be necessary in order for me to have equal access to housing despite my disability and to discuss possible alternative accommodations or modificationswhich may also meet my need.

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	
Signature of authorizing individual: (Parent or Legal Guardian if on behalf of dependent)	**Date**:

This Authorization does not authorize The John Stewart Company to examine medical records of the person for whom this request is made, including diagnosis or test results; nor does it authorize the release of detailed information about the nature or severity of the disability on which the request is based. Any information/documentation released in conjunction with this Authorization shall be kept confidential and not shared except as needed in the process of evaluating the validity of the request for reasonable accommodation.

REQUEST FOR VERIFICATION

Enclosed is a form signed by an applicant or resident asking you to verify his/her disability and need for an accommodation or modification in his/her housing.

State and federal laws require housing providers to make reasonable accommodations or changes to either a unit, the common areas, or to community rules, policies and procedures if such changes may be necessary to enable a person with a disability an equal opportunity to use and enjoy the housing.

The resident/applicant in question has requested the accommodation/modification described above and on the enclosed authorization. Please indicate below whether: (1) the individual has a disability within the definition provided, and (2) the accommodation/modification is necessary for the individual to have an equal opportunity to use and enjoy his or her dwelling despite his or her disability. You may also add any other information that would be helpful in making the right accommodation/modification for this person, but we are not asking for, nor should you provide, any information relating to the nature of the person's disability. This form should **not** be used to discuss a diagnosis, course of treatment or any other information that is not directly relevant to the request for an accommodation/modification. We are only seeking information as to whether an accommodation/modification is required and whether what is being requested, or an alternative, meets the needs of the person making the request.

Please note that NOTHING IN THIS FORM IS INTENDED AS A DEFINITIVE STATEMENT OF THE LAW ON THIS SUBJECT. Please feel free to investigate these issues further. The Fair Housing Act is codified at 42 U.S.C. sections 3600 *et seq*., (see especially 42 U.S.C. §§ 3602 and 3605). The related federal regulations are found at 24 Code of Federal Regulations §§ 100 *et seq*. California's Fair Employment and Housing Act is codified at California Government Code § 12900 *et seq*., with related state regulations at 2 California Code of Regulations 7400 *et seq*. Local fair housing organizations or attorneys may also provide valuable and relevant advice or information.

Please note that the resident/applicant has signed the form requesting that you answer the questions. If you have any questions, please call me at the phone number listed below.

Sincerely,

_____ _____

Signature of Management Representative Date

_____ _____

Name of Management Representative Phone Number

_____

Title

VERIFICATION OF NEED FOR ACCOMMODATION/MODIFICATION

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	

1. Is the resident/applicant disabled as defined below? ❑ Yes ❑ No

DEFINITION OF 'DISABLED'
Generally, under applicable law, an individual is disabled if he/she has a physical or mental impairment that limits a major life activity such as caring for one's self, performing manual tasks, participating in social activities, walking, seeing, hearing, speaking, breathing, learning and working. The definition of disabled also includes individuals who have a record of such an impairment or who are perceived by others as having such an impairment per Housing and Urban Development Department, 24 CFR 100. 201. Physical or mental impairment includes, but is not limited to:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genito-urinary; hemic and lymphatic; skin; and endocrine;
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
- Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

2. Is what the resident/applicant requesting related to his or her disability?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

3. Is what the resident/applicant requesting necessary to provide the individual with an equal opportunity to use and enjoy his or her apartment?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Please describe the nexus (relationship) between the requested accommodation/modification and the individual's disability-related limitations (please do not disclose the individual's diagnosis):

4. As an alternative to the accommodation/modification requested, would the following also meet the resident/applicant's need? ❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Description of possible alternative accommodation/modification to that which is being requested:

5. Please describe any other accommodation or modification that could meet the resident/applicant's needs in place of what is being requested. For example, if there is a less expensive way to help the resident/applicant cope with his or her disability and still have equal access to housing, please detail it:

I declare under penalty of perjury in the State of California that I am a medical/social service professional or other third party with the knowledge necessary to provide the above information. I also certify that the foregoing is true and correct and I understand that the information I have supplied is being relied upon by third parties to make decisions relating to the housing of the individual.

Printed Name:	**Signature**:
Title and Organization:	**Date**:
Address:	**Phone**: **Fax**: **E-Mail:**

ACCOMMODATION/MODIFICATION REQUEST APPROVAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear _____:

Your request for the above accommodation(s)/modification(s) has been approved.

☐ Your request has been approved as outlined above
- ☐ At the cost to the Resident/Applicant
- ☐ At the cost to the Property
- ☐ Alternative accommodation: _____.

☐ The change in our rules/policies/procedures will be effective immediately.

☐ To make the change you requested, bids must be obtained and arrangements for the improvements must be coordinated. We anticipate work beginning on: _____.

If you have any questions or you think that this accommodation/modification will no longer meet your needs or will take too long to provide, please call me at the number listed below.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative | Date

_____ _____

Name of Management Representative/Title | Phone Number

ACCOMMODATION/MODIFICATION REQUEST DENIAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear _____:

We have denied your request for the following reason(s):

☐ You do not meet the definition of a person with a handicap/disability as defined under applicable law and so you are not entitled to the accommodation/modification requested.

☐ You did not need this accommodation/modification in order to participate equally in our housing.

☐ The accommodation/modification you requested is not reasonable because:

- ☐ Granting the request will cause an undue financial and administrative burden.
- ☐ Granting the request will cause a fundamental change in the nature of our operations.

☐ We have been unable to obtain verifications as to your disability and/or the relationship between your disability and what is being requested. As such, we are unable to finish processing your request.

Despite this denial, we are committed to ensuring that you have equal access to use and enjoy your apartment and related facilities. As such, we invite you to contact this office for an appointment so that we may discuss with your possible alternatives to your accommodation/modification request.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative Date

_____ _____

Name of Management Representative/Title Phone Number

Reasonable Accommodation Tracking Sheet

Property Name _____

HUD Property ☐ Yes ☐No

_____

Tenant / Applicant

_____

Address Apt #

_____

City, State, Zip Code

_____

Telephone #

Description of Request:

1. Reasonable Accommodation requested by Tenant/Applicant	Date:
2. Reasonable Accommodation reviewed by Property Manager Interactive steps taken:	Date:
3. 3rd Party Verification mailed to physician or appropriate person Reasonable accommodation returned by 3rd Party Signature:_____ Interactive steps taken:	Date:
4. Information forwarded to Regional Manager	Date:
5. Regional Manager's recommendation submitted to VP Recommendation: Approval ☐ Denial ☐ *PRINT* RM Name: _____ Signature:_____	Date:
6. VP reviewed and approved or denied accommodation Approved ☐ Denied ☐ *PRINT* VP Name: _____ Signature:_____	Date:
7. Tenant/Applicant notified in writing of approval/denial	Date:
8. Description of action taken:	Date:

REQUEST FOR ACCOMMODATION/MODIFICATION FORM - CONFIDENTIAL

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Date of Request:	**Telephone Number:**
Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
1. I am requesting the following accommodation(s)/modification(s):	
2. The requested accommodation/modification is disability-related in that:	
3. You may verify the existence of a disability and the need for this request by contacting the following individual who is a medical/social service professional or other third party with sufficient knowledge to provide the information necessary to process this request (*please include name, address, phone number and e-mail if known)*:	
4. I give you permission to contact the above individual(s) for purposes of verifying the existence of the disability and the need for the accommodation/modification requested as well as to ascertain whether there exists other accommodations or modifications which may also meet the needs of the disabled individual identified above. I understand that the information you obtain will be kept confidential and used solely to process my request.	
5. I certify that the information provided in this request is true and correct and that I understand the information I have supplied above is being relied upon by JSCo in making decisions relating to the housing of the disabled individual identified herein.	

Signature of Applicant/Resident **Date**

RECEIVED BY:

Signature of Management Representative **Date**

ACCOMMODATION/MODIFICATION AUTHORIZATION FORM

Release of Information

Name of Medical/Social Service Provider or other Third-Party Professional:	**Address**:
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Description of accommodation/modification being requested:	
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Signature of Management Representative Date

_____ _____

Name of Management Representative Phone Number

_____

Title

VERIFICATION OF NEED FOR ACCOMMODATION/MODIFICATION

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	

1. Is the resident/applicant disabled as defined below? ❑ Yes ❑ No

DEFINITION OF 'DISABLED'
Generally, under applicable law, an individual is disabled if he/she has a physical or mental impairment that limits a major life activity such as caring for one's self, performing manual tasks, participating in social activities, walking, seeing, hearing, speaking, breathing, learning and working. The definition of disabled also includes individuals who have a record of such an impairment or who are perceived by others as having such an impairment per Housing and Urban Development Department, 24 CFR 100. 201. Physical or mental impairment includes, but is not limited to:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genito-urinary; hemic and lymphatic; skin; and endocrine;
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
- Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

2. Is what the resident/applicant requesting related to his or her disability?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

3. Is what the resident/applicant requesting necessary to provide the individual with an equal opportunity to use and enjoy his or her apartment?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Please describe the nexus (relationship) between the requested accommodation/modification and the individual's disability-related limitations (please do not disclose the individual's diagnosis):

4. As an alternative to the accommodation/modification requested, would the following also meet the resident/applicant's need? ❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Description of possible alternative accommodation/modification to that which is being requested:

5. Please describe any other accommodation or modification that could meet the resident/applicant's needs in place of what is being requested. For example, if there is a less expensive way to help the resident/applicant cope with his or her disability and still have equal access to housing, please detail it:

I declare under penalty of perjury in the State of California that I am a medical/social service professional or other third party with the knowledge necessary to provide the above information. I also certify that the foregoing is true and correct and I understand that the information I have supplied is being relied upon by third parties to make decisions relating to the housing of the individual.

Printed Name:	**Signature**:
Title and Organization:	**Date**:
Address:	**Phone**: **Fax**: **E-Mail:**

ACCOMMODATION/MODIFICATION REQUEST APPROVAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear_____:

Your request for the above accommodation(s)/modification(s) has been approved.

☐ Your request has been approved as outlined above
- ☐ At the cost to the Resident/Applicant
- ☐ At the cost to the Property
- ☐ Alternative accommodation:_____.

☐ The change in our rules/policies/procedures will be effective immediately.

☐ To make the change you requested, bids must be obtained and arrangements for the improvements must be coordinated. We anticipate work beginning on:_____.

If you have any questions or you think that this accommodation/modification will no longer meet your needs or will take too long to provide, please call me at the number listed below.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____
Signature of Management Representative Date

_____ _____
Name of Management Representative/Title Phone Number

ACCOMMODATION/MODIFICATION REQUEST DENIAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear_____:

We have denied your request for the following reason(s):

☐ You do not meet the definition of a person with a handicap/disability as defined under applicable law and so you are not entitled to the accommodation/modification requested.

☐ You did not need this accommodation/modification in order to participate equally in our housing.

☐ The accommodation/modification you requested is not reasonable because:

- ☐ Granting the request will cause an undue financial and administrative burden.
- ☐ Granting the request will cause a fundamental change in the nature of our operations.

☐ We have been unable to obtain verifications as to your disability and/or the relationship between your disability and what is being requested. As such, we are unable to finish processing your request.

Despite this denial, we are committed to ensuring that you have equal access to use and enjoy your apartment and related facilities. As such, we invite you to contact this office for an appointment so that we may discuss with your possible alternatives to your accommodation/modification request.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative | Date

_____ _____

Name of Management Representative/Title | Phone Number

Reasonable Accommodation Tracking Sheet

Property Name _____

HUD Property ☐ Yes ☐No

_____

Tenant / Applicant

_____

Address Apt #

_____

City, State, Zip Code

_____

Telephone #

Description of Request:

1. Reasonable Accommodation requested by Tenant/Applicant	Date:
2. Reasonable Accommodation reviewed by Property Manager Interactive steps taken:	Date:
3. 3rd Party Verification mailed to physician or appropriate person Reasonable accommodation returned by 3rd Party Signature:_____ Interactive steps taken:	Date:
4. Information forwarded to Regional Manager	Date:
5. Regional Manager's recommendation submitted to VP Recommendation: Approval ☐ Denial ☐ *PRINT* RM Name: _____ Signature:_____	Date:
6. VP reviewed and approved or denied accommodation Approved ☐ Denied ☐ *PRINT* VP Name: _____ Signature:_____	Date:
7. Tenant/Applicant notified in writing of approval/denial	Date:
8. Description of action taken:	Date:

The John Stewart Company

Limited English Proficiency (LEP)
and
Language Access Plan (LAP)

Property Name
Property Address
Property City, State, Zip Code

Updated December 7, 2020

Office Locations

San Francisco	**South Bay**
Address: **Corporate Office** 1388 Sutter St., 11th Floor San Francisco, CA 94109	Address: **Regional Office** 101 Whispering Pines Drive, Suite 200 Scotts Valley, CA 95066
Phone: (415) 345-4400	Phone: (831) 438-5725
Fax: (415) 614-9175	Fax: (831) 438-5737
E-mail: jscosf@jsco.net	E-mail: jscosc@jsco.net
TDD: (415) 345-4470	
Sacramento	**Los Angeles**
Address: **Regional Office** 1455 Response Rd., Suite 140 Sacramento, CA 95815	Address: **Regional Office** 888 S. Figueroa St., Suite 400 Los Angeles, CA 90017
Phone: (916) 561-0323	Phone: (213) 787-2700
Fax: (916) 561-0326	Fax: (213) 833-1866
E-mail: jscosac@jsco.net	E-mail: jscola@jsco.net

The following information is available in other forms to people with disabilities by calling your local John Stewart Company office (see above). For TTY/VCO/HCO Users, call the California Relay Service (phone) at 711 or (800)735-2929. For the Speech-to-Speech Relay, call (800)854-7784.

Introduction

The John Stewart Company ("JSCo") is committed to reducing barriers that could preclude Limited English Proficiency ("LEP") applicants, residents and their families from having meaningful access to JSCo's housing programs and services.

Many of JSCo's housing developments are financed with funding from the U.S. Department of Housing and Urban Development ("HUD"). In 2007, HUD issued guidance concerning the "Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance establishes standards for providing meaningful access to LEP Persons in connection with HUD funded projects.

JSCo has implemented an LEP Language Access Plan in response to the HUD Guidance. This plan is the 2016 update to JSCo's original Language Access Plan.

The Language Access Plan (LAP)

JSCo has prepared this LEP Language Access Plan in accordance with the 2007 HUD Guidance and Title VI of the Civil Rights Act of 1964 which provides that "no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This plan is also consistent with other State and federal fair housing laws and regulations.

JSCo has developed this plan to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency who wish to access JSCo's federally funded housing services and programs. These persons include housing residents, prospective applicants, applicants, and their respective family members (collectively, "Clients"). "LEP Persons" are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

In accordance with HUD Guidance, JSCo performs a four factor LEP analysis for the areas in which each of its housing developments that have federal funding are located. This four factor analysis takes into account the following factors:

(1) The number or proportion of LEP Persons eligible to be served or likely to be served by JSCo's housing services at the particular development. JSCo has reviewed (a) the LEP demographic census data for the service area of each housing development to determine those likely to be served, (b) the actual tenant population at each housing development, and (c) staff experience with the language needs of residents at each housing development;

(2) The frequency with which LEP persons come into contact with each property. JSCo staff has looked at the LEP demographic data and staff records/experience regarding its tenants, applicants and potential applicants at each housing development;

(3) The nature and importance of the program, activity, or service provided by the program to people's lives. JSCo acknowledges that housing and access to housing is a critical component of a person's well-being and will take necessary steps to ensure required language access; and

(4) The resources available to JSCo for the costs associated with language assistance. JSCo has reviewed the resources available for language assistance, as well as methods to pool resources within the organization in order to serve multiple developments at lower costs.

JSCo intends to reassess these "four factors" every five years and update its Language Access Plan(s) accordingly. Regular monitoring of the plan and coordination under the plan will be performed by JSCo's LEP Coordinators and JSCo's LEP Liaison Team. JSCo will incorporate training related to this plan into initial and ongoing fair housing training for property management and JSCo executive staff.

Affirmative offer of language assistance

At all projects and programs, JSCo staff will initiate an offer for language assistance to Clients who have difficulty communicating in English by using its Language Identification Sheet (which is equivalent to "I Speak" cards). When Clients ask for language assistance, staff will work to offer interpretation services performed by competent interpreters in a language that the Client will understand, in a way that preserves confidentiality, and in a timely manner. The interpretation will be offered at no cost to the Client.

Interpretation Services

Competency standards for oral interpreters

To provide effective services to LEP Persons, JSCo will endeavor to use competent interpreters. "Competency" typically requires that interpreters have proficiency in both English and the intended language; training that includes the skills and ethics of interpreting; and fundamental knowledge in both languages of any specialized terms or concepts, with sensitivity to the Client's culture.

Using an Interpreter for Oral Interpretation

JSCo has established the following protocols in connection with oral interpretation for LEP Clients.

General requirements

1. **Verify Client LEP status**
   JSCo staff will verify if a Client is LEP by using its Language Identification Sheet. Bilingual staff, Language Line Services staff, or vendors providing interpretation or translation services may assist in Client identification.

2. **Document use of interpreter**
   JSCo staff will document in the Client's file or keep appropriate records when an interpreter is used or when a Client makes use of another form of language assistance. For residents, this will include documentation using JSCo's Household Primary Language Form. This will help JSCo in its ongoing efforts to determine the needs of its Clients. To the extent practicable, and if appropriate, interpretation services will be provided in person.

3. **Use of minor children**
   JSCo staff work to ensure that the use of minor children as interpreters is appropriate given the subject matter and the minor's ability to effectively communicate the materials/information needed.

4. **Prior approval for contracted services**
   Use of contracted services for bilingual assistance must typically be approved in advance by a Regional Manager. The Regional Manager may approve contracted services in advance for those developments with significant LEP populations or with a demonstrated need for such services. Calls to the AT&T language line in emergency situations or if needed to help verify Client identity and schedule a later meeting where an interpreter is present are permitted without Regional Manager approval.

5. **Interpretation Resources**

When interpreter services are needed, staff use the interpreter resources listed below (in order of preference):

A. JSCo bilingual staff

JSCo will use its best efforts to provide Clients access to competent bilingual site staff. Current bilingual site staff are listed in Attachment 1 and they will:

- Verify the identity of the Client and/or the person when they are communicating in-person or via the telephone.
- Ask the Client if he/she desires to have a family member or friend serve as an interpreter, and give the Client the option to give or refuse consent.

B. JSCo volunteer interpreters

When bilingual site staff are not available, other staff volunteers, with the permission of their supervisors, may assist JSCo employees with occasional interpretation services when their workload allows. Current JSCo staff volunteer interpreters are listed in Attachment 2 by property and region.

C. Telephone interpreter services - Language Line Services

Language Line Services, provides telephone interpretation in over 150 languages 24 hours a day, seven days a week. Staff should use Language Line Services when bilingual staff or volunteers are not available, when the language is one not commonly encountered at JSCo or when staff are not sure what language a Client speaks. The service can be used for either in-person interpretation (using a speaker phone) or for phone calls (using a "conference" line as described below).

To access Language Line Services call 1-866-874-3972 and use the mandatory passcode of: 1978 (or staff can find additional information at http://www.languageline.com).

- Users of this interpreter service are charged on a per-minute basis, currently (as of July 2016) $2.60/minute *(some languages will be billed at a lower rate - $2.60/minute is the maximum per minute rate)*.
- To access Language Line Services, staff will need to know both the dialing instructions below and the client Code. Remember to keep the client access code handy—check with the regional office's support staff.

When receiving an LEP call

When staff answers a call and determines language assistance is necessary:

- A 3-way conference call is created using the conference button (or switchhook, flash button or transfer button) on the telephone (the caller is told "hold on," "wait," "one moment," etc., to indicate that staff is not hanging up).
- Language Line Services is called (per below dialing instructions) and the interpreter will come on the line.
- Then, the caller is added back to the call so that all three parties are connected.

When placing an LEP call (or doing in-person interpretation)

- A call is placed to the Language Line Services (per below dialing instructions) and the interpreter will come on the line.
- Once the interpreter is on the line, a 3-way conference call is created by adding the Client or applicant to the conversation using the conference button (or switchhook, flash button or transfer button) or "speaker" button on the telephone. (This scenario works if the Client is in the office or is waiting at a predetermined number.)

Dialing instructions on how to access an interpreter

When Receiving a call:

1. Use your phone's conference feature to place the Limited English Proficient (LEP) speaker on hold.
2. Dial: **1 (866) 874-3972**
3. Provide your Client ID **# 7 9 8 9 7 4**
4. Provide JSCo Password: **1978**
5. Select the language you need
    a. Press 1 for Spanish
    b. Press 2 for all other languages and state the name of the language you need
    *** Press 0 for agent assistance if you do not know the language*
6. Provide: **YOUR REGION** *(i.e. SF, SAC, SB, LA)*
   Provide your: **PROPERTY NAME** *(i.e. Pullman Point)*
   You will be connected to an interpreter who will provide his/her name and ID number.
7. Brief the interpreter. Summarize what you wish to accomplish and provide any special instructions.
8. Add the LEP onto the call.
9. Say "End of Call" to the interpreter when your call is completed.

NOTE:
When placing an outbound callto a LEP, begin at **Step** 2. If you need assistance placing a call to the LEP, please inform the interpreter or agent at the beginning of the call.

When the LEP is face-to-face with you begin at **Step** 2. Once the interpreter joins the line, brief him/her and place the phone on "Speaker" mode or pass the handset back and fourth.

JSCo staff should familiarize themselves with the Language Line Services interpreting process before they actually use it. To view a demonstration visit their Web site at www.languageline.com or at https://www.youtube.com/watch?v=LQoCRen--M4.

Helpful hints for using telephone interpreters

- Tell the interpreter the purpose of your call. Describe the type of information you are planning to convey.
- Enunciate your words and try to avoid contractions, which can be easily misunderstood as the opposite of your meaning, e.g. use "cannot" instead of "can't."
- Speak in short sentences, expressing one idea at a time.
- Speak more slowly than your normal talking speed, pausing after each phrase.
- Avoid the use of double negatives, e.g., "If you don't appear in person, you won't get your benefits." Instead, say "You must come in person to get your benefits."
- Speak in the first person. Avoid "he said/she said."
- Avoid using colloquialisms and acronyms, e.g., "MFIP." If you must do so, please explain their meaning.
- Provide brief explanations of technical terms or terms of art, e.g., "'spend-down' means the Client must use up some of his/her monies or assets in order to be eligible for services."
- Pause occasionally to ask the interpreter if he/she is understanding the information that you are providing, or if you need to slow down or speed up in your speech patterns. If the interpreter is confused, so is the Client.

- Ask the interpreter if, in his/her opinion, the Client seems to have grasped the information that you are conveying. You may have to repeat or clarify certain information by saying it in a different way.
- ABOVE ALL, BE PATIENT with the interpreter, the Client and yourself! Thank the interpreter for performing a difficult and valuable service.

D. Use of family or friends as interpreters

Staff should accommodate Clients' wishes to have family or friends serve as interpreters whenever possible. However, staff must keep in mind issues of Client confidentiality and interpreter competency. Follow these rules:

- Protection of confidentiality and accuracy of interpretation should always be of highest concern, particularly if the interview concerns topics that may negatively affect eligibility for services.
- Always offer the interpreter services described above, and explain that no charge will be made for use of the above resources.
- If a Client prefers to have a family member or friend serve as an interpreter, ask if the Client will allow a trained interpreter to listen in to ensure accuracy of interpretation.
- If the offers are refused, document the offers and refusals and accommodate the Client's wishes.
- Minor children may be used when the content of the material is appropriate i.e. notice of inspection, upcoming social events, etc.
- Bilingual staff or contracted interpreters are preferred in situations where a Client must answer complicated or detailed questions about his/her circumstances regarding occupancy and or eligibility.

E. Outside resources

For an extensive listing of interpretation and translation vendors, see the local telephone directory under "Translators and Interpreters."

Emergency situations

When programs or the assistance requested require immediate action, JSCo staff will take steps necessary to ensure that all Clients have access to services or information within the appropriate time frames. It is JSCo's goal to make information and services available within a reasonable time frame.

Answering Service

All contracted answering services must have multiple language capacity. Each Property Manager must ensure compliance with this policy. You must contact your provider to determine their multiple language capacity. They must be able to convey information to Clients who are likely to make contact with the service provider per the Four Factor Analysis.

Written Translation

Quality standards for written translation of Vital Documents

When written translation of vital documents is provided, JSCo will utilize professional, certified, or otherwise competent translators. JSCo may also require "back to back translation," if necessary, to check the work of the primary translator. Translated documents will typically include the following disclaimer:

"THIS DOCUMENT IS A TRANSLATION OF A LEGAL DOCUMENT. THIS TRANSLATION HAS BEEN PROVIDED TO YOU MERELY AS A CONVENIENCE TO ASSIST YOUR UNDERSTANDING OF YOUR RIGHTS AND OBLIGATIONS. THE ENGLISH VERSION OF THIS DOCUMENT IS THE OFFICIAL, LEGAL AND CONTROLLING DOCUMENT. THIS TRANSLATED DOCUMENT IS NOT AN OFFICIAL DOCUMENT."

JSCo translation program

JSCo will translate vital documents in accordance with the HUD Guidance Safe Harbor Standards. The Safe Harbor standard is triggered where an LEP language group constitutes 5% or 1,000 people, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. If there are fewer than 50 persons in a language group that reaches the 5% trigger, written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of the vital documents free of cost is sufficient.

Vital documents or information

Vital documents or information are those that are critical for accessing federally funded housing programs and are provided in applicable languages per the four factor analysis on an as-needed basis. The specific translated documents vary according to the results of each property's four factor analysis and are available from JSCo's LEP Coordinators or on JSCo's Intranet.

Staff should always ask for a Client's language preference for use of vital documents and record their preference in the Client's file using the JSCo Household Primary Language Form.

Accessing translated materials

JSCo evaluates the results of the four factor analysis for each property and provides translated vital documents as consistent with HUD Guidance Safe Harbor Standards. Translated documents may be obtained from JSCo's LEP Coordinators or on JSCo's Intranet (in the "Limited English Proficiency" folder under the "Property Operations" tab). Any request for a translated document that is not currently in the LEP folder should be routed to the regional LEP Coordinator.

Assisting Clients who can't read

JSCo staff will assist Clients who cannot read their primary language to the same extent as staff would assist English-speaking Clients who cannot read English.

Notice of right to language assistance

JSCo staff will inform all LEP Clients of their right to free and timely interpreter services through:

- Notice of right to language assistance at no charge.
- Language Identification Sheet - JSCo has a laminated sheet that says in both English and all identified primary languages: "You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait." Staff will use the Sheet to identify an LEP Client's primary language and may distribute unlaminated copies of the sheet to LEP Clients so they can present them where appropriate to signal their primary language and need for assistance.

- Language Assistance Available posters - Posters reading "You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait." are posted in every managed site's office and areas where JSCo staff work with LEP Clients. The posters repeat this statement in multiple languages spoken at JSCo-managed properties and have an American Sign Language icon.

Minimum necessary access to data

JSCo shall comply with the "minimum necessary" access and disclosure standards for the administration and management of its Language Access Plan. JSCo shall:

- Not use or further disclose the information other than as permitted or required by law;
- Use appropriate safeguards to prevent improper use or disclosure of the information by its employees and contractors;
- Appropriately respond to any known improper use or disclosure of protected information; and
- Ensure that any agents, contractors, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information

JSCo LEP plan administration - Collection of language preference information

When interacting with applicants and potential applicants, JSCo will note if a Client self-identifies as LEP. JSCo will update Client files that lack information about language needs and confirm Clients' primary languages at recertification and/or other renewal periods using the JSCo Household Primary Language Form. The Client-specific language preference information will be available to JSCo staff.

LEP plan distribution and public posting

JSCo's Language Access Plan is:

- Available in all property management offices
- Available at all JSCo Regional Offices
- Accessible on the JSCo Intranet

LEP Coordinators

Staff from JSCo's four regional offices are involved in the management of the LEP Program. For questions or issues, please contact the LEP Coordinator or appropriate staff person by region:

San Francisco Regional Office:	Jennifer Wood, (415) 345-4400 jwood@jsco.net
South Bay Regional Office:	Warren Reed, (831) 438-5725 wreed@jsco.net
Sacramento Regional Office:	Tracy Esposito, (916) 561-0323 tesposito@jsco.net
Los Angeles Regional Office:	Carlos Ortiz, (213) 787-2700 cortiz@jsco.net

LEP Liaison Team

JSCo has a senior management LEP liaison team that assists with shared responsibilities for implementing the LEP program. Liaison team members represent their regions and advise and support implementation of the LEP plan. The team members include:

Steve McElroy	Tracy Esposito
Warren Reed	Carlos Ortiz

Equal Opportunity Policy and Complaint/Grievance Procedures

It is JSCo's policy to ensure program benefits and services are made available to everyone and provided to all eligible individuals without discrimination, in compliance with civil rights laws.

JSCo complies with the provisions of all Federal, State, or local laws prohibiting discrimination in housing on the basis of age, race, color, ancestry, religion, national origin, sex, marital status, children, pregnancy, disability, sexual orientation, AIDS, ARC, or other arbitrary factors, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I), Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570.601), and Title VIII of the 1968 Civil Rights Act (Public Law 90-384), or the Fair Housing Amendments Act of 1988. JSCo employees, programs and policies must also allow physical and program access for people with disabilities.

Complaints or Grievances

All applicants/residents must follow the specific property's grievance procedures when filing a complaint or grievance. Residents, applicants and members of the public trying to access housing services are entitled to fair treatment. Residents or LEP Clients that feel they have been treated unfairly or discriminated against must file a written grievance. JSCo will provide assistance in writing the grievance if necessary. Residents or LEP Clients may also contact:

LEP Coordinators			
Regional Office	**Contact Name**	**Telephone Number**	**E-Mail Address**
Los Angeles	Carlos Ortiz	(213) 787-2700	cortiz@jsco.net
Sacramento	Tracy Esposito	(916) 561-0323	tesposito@jsco.net
San Francisco	Jennifer Wood	(415) 345-4400	jwood@jsco.net
South Bay	Warren Reed	(831) 438-5725	wreed@jsco.net

Or the local office of Fair Housing and Equal Opportunity
(For Arizona, California, Hawaii, and Nevada)

San Francisco Regional Office of FHEO
U.S. Department of Housing and Urban Development
One Samsome Street, Suite 1200
San Francisco, CA 94104
(415) 489-6524
(800) 347-3739
TTY (415) 436-6594

Attachment 1

JSCo volunteer site staff interpreters

The following site staff are available to serve as interpreters for the languages listed. They are proficient in at least one non-English language and are willing to act as a staff interpreter, when available, on an "as-needed" basis. They are able to convey information in both languages accurately, have had orientation and training that includes the skills and ethics of interpreting, have basic knowledge in both languages of specialized program terms or concepts, and will be sensitive to the Client's culture.

Attachment 2

JSCo volunteer regional corporate staff interpreter list

JSCo volunteer staff interpreters are available to offer occasional language assistance at several JSCo locations and regional offices when their workload permits. Their self-identified level of fluency follows the language with "1" being most fluent, "2" semi-fluent, and "3" fair.

Attachment 3

Four Factor Analysis

Each property's specific Four Factor Analysis (including staff experience with languages spoken at that property).

Attachment 1: JSCo volunteer site staff interpreter list

Insert Property Name Here		
Employee name	**Phone/e-mail address**	**Language skill**

Attachment 2: JSCo volunteer regional corporate staff interpreter list

Insert Region Name Here		
Employee name	**Phone/e-mail address**	**Language skill**

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____

Tenant Date

_____ _____

Landlord Date

Jordan Downs Phase 1A
The John Stewart Company, Management Agent
Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The John Stewart Company (JSCo), acting as Management Agent for the property, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at this property**,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance at this property**,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights at this property solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

JSCo may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If JSCo chooses to remove the abuser or perpetrator, JSCo may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for occupancy at this property, JSCo must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

In removing the abuser or perpetrator from the household, JSCo must follow Federal, State, and local eviction procedures. In order to divide a lease, JSCo may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, JSCo may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, JSCo may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, JSCo may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

> **(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
>
> **(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
>
> **(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.
>
> **OR**
>
> **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

JSCo will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. JSCo's emergency transfer plan provides further information on emergency transfers, and JSCo must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

JSCo can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from JSCo must be in writing, and JSCo must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. JSCo may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to JSCo as documentation. It is your choice which of the following to submit if JSCo asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by JSCo with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that JSCo has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, JSCo does not have to provide you with the protections contained in this notice.

If JSCo receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), JSCo has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, JSCo does not have to provide you with the protections contained in this notice.

Confidentiality

JSCo must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

JSCo must not allow any individual administering assistance or other services on behalf of JSCo (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

JSCo must not enter your information into any shared database or disclose your information to any other entity or individual. JSCo, however, may disclose the information provided if:

- You give written permission to JSCo to release the information on a time limited basis.
- JSCo needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires JSCo or your landlord to release the information.

VAWA does not limit JSCo's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, JSCo cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if JSCo can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If JSCo can demonstrate the above, JSCo should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report any violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco HUD Field Office at (415) 489-6583 or the Los Angeles HUD Field office at (213) 534-2555

For Additional Information

You may view a copy of HUD's final VAWA rule at https://www.nahma.org/wp-content/uploads/2014/04/VAWA-FInal-Rule-for-HUD-Housing-Programs.pdf**.** Additionally, JSCo must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Property Manager.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact the Rape, Abuse & Incest National Network (RAINN) at 1-800-656-HOPE (4673).

Victims of stalking seeking help may contact Safe Horizon at 1-800-621-HOPE (4673).

Attachment: VAWA Certification Form (HUD-5382)

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's):_____

4. Name(s) of other family member(s) listed on the lease:_____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s): _____ _____ _____ _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

EXHIBIT H

Supportive Services Plan

[attached]

El Nido Family Centers — Services Plan — Jordan Downs (IIIA) Housing

BRIDGE and El Nido Family Centers ("El Nido") will be partnering to provide high quality housing including programs and services for families at Jordan Downs (IIIA), a 76-unit affordable multifamily development located at 2299 E 99th Place, Los Angeles, CA 90002. El Nido will provide Service Coordination, information and referral, and adult education/ community building activities for all residents of Jordan Downs IIIA. BRIDGE and El Nido are determined to accomplish the goals of decreasing concentrations of poverty by developing a healthy, sustainable and active community, while contributing to the health of the surrounding neighborhood.

Housing Context

Jordan Downs is a 700-unit public housing apartment complex in Watts consisting of 103 buildings. Jordan Downs was built by the Federal Government in the mid-1940s as the first Veterans Housing Project in the country and was converted into public housing the 1950s by The Housing Authority of the City of Los Angeles (HACLA).

Jordan Downs serves nearly 2,000 very low-income residents, whose average income is $15,670 compared to $51,538 in the surrounding Watts neighborhood. Over 70 percent of Jordan Downs residents earn below the poverty level and twenty percent of residents over the age of 16 are unemployed. Jordan Downs consists primarily of young families, with 51 percent of residents being aged 17 and younger and 51 percent of households headed by a single parent. Additionally, there are at least 14 known gangs active in Watts and the rate of violent crime is nearly 100 percent higher than the rest of the city.

Service Focus and Philosophy for Jordan Downs (IIIA)

BRIDGE Housing has the primary purpose of providing safe and stable affordable housing for low and very low-income families and individuals. BRIDGE's residents represent a variety of demographics in terms of age, ethnicity, primary language, education, work status, housing history, disability and family composition. At Jordan Downs (IIIA) all residents will have access to the full range of services put in place by BRIDGE and El Nido, including through collaboration with local and city-wide non-profits.

This model, of providing various interconnected supportive services to families, will provide the highest quality of programs to meet their specific needs, while encouraging independence, growth, self-determination and self-sufficiency.

With the key objective of ensuring tenant housing stability, El Nido will provide two basic family service components to low-income residents, as follows:

1) **Case Management (Service Coordination):** Case Managers provide residents with vital information, resources and informal counseling. Services may include, but need not be limited to:
   (a) Active outreach to engage resident families and to build and nurture trusting relationships that will empower them to meet their most pressing and long-term needs, as they define them.

(b) Assessing and prioritizing families' information and resource needs.
(c) Developing family plans to meet assessed needs, with concrete action steps to be taken by Case Managers and families.
(d) Identifying appropriate resources for each family to meet identified needs, within: El Nido's constellation of programs/services; El Nido's network of community provider partners; and other organizations/individuals in the families' social networks and/or in the larger community surrounding Jordan Downs.
(e) Successfully linking families with identified resources. Commonly observed needs include financial literacy training/coaching, workforce development, adult education (ESL, computer literacy, etc.), childcare/youth development activities, parenting education, domestic violence prevention/intervention, and health/mental health care. El Nido's Teen Parent Family Services, Child Abuse Prevention & Treatment, Select Home Visitation and other agency programs will be readily accessible as needed to address identified needs. Additional resources within El Nido's existing network to assist include WorkSource Center(s), WLCAC FamilySource Center, Children's Institute, Compton YWCA, Watts Health Foundation, Kaiser/Watts Counseling & Learning Center, L.A. County MLK Community Healing & Trauma Prevention Center, Southwest College etc.
(f) Close collaboration with on-site Property Management to assist residents with maintaining their housing by providing support and assistance with communication and follow through for lease violations and other concerns.

2) **Group Socialization/Community Building and Educational Programming:** El Nido will directly provide group services to meet identified needs and/or build residents' sense of community belonging and cohesion. Such services may include but need not be limited to:
(a) Parenting Education, drawn from evidence-based curricula appropriate to the ages of children with which El Nido has proven experience.
(b) Financial Literacy Workshops, in both single and multi-session formats.
(c) Job Preparation workshops, using curricula proven effective based on El Nido's experience.
(d) Computer literacy workshops for adults and/or Tech Academy sessions for youth.
(e) Holiday events/seasonal celebrations, with refreshments or gifts provided as in-kind from donor sources to be identified. Examples from other El Nido locations include Back-to-School Festivals (with backpacks provided by Kaiser Permanente and other corporations), winter holiday parties (with toys and books donated by Mattel and Ella Fitzgerald Foundation), etc.

STAFFING

The cornerstone of the services plan is tied to BRIDGE and El Nido Family Centers creating, maintaining and developing new partnerships with local, culturally competent service providers. The specific services to be provided by each organization will be described through a formal MOU between El Nido, BRIDGE and partners with clearly defined, specific goals, objectives, activities and timelines.

Staff, Service Providers and Their Roles		
Staff	**Organization**	**Description of Services**
Program Manager	El Nido Family Centers	Oversees all services onsite, Supervises Program Coordinator; Creates and coordinates partnerships; Over sees Contract reporting
Program Coordinator/Case Manager	El Nido Family Centers	Coordinates the delivery of services and programs for residents; Provides Individual Outreach; Conducts Intake and Assessment; Provides Case Management and Supportive Services/direct links to community resources; Coordinates Resident Events/Activities, Collects Data for reporting: Serves as primary contact with Property Management through weekly meetings;.

El Nido — Organizational Overview and Experience

El Nido was founded in Los Angeles in 1925 and incorporated as a 501(c)(3) in 1954. For its first 50 years, the organization offered residential services for abused/neglected, abandoned and runaway children and youth. As the incidence of child abuse, school failure, teen parenting and youth crime increased in the 1970s, the agency's focus turned to community-based prevention and early intervention—an evolution that inspired an expertise in case management and new approaches that became standard in the field. El Nido was the first or a leading social service agency to: recruit multicultural professionals from targeted areas; train the next generation of culturally-competent social workers (Master's-level interns); be allowed on LAUSD campuses to provide school-based case management, counseling and parent education; and develop specialized services for parenting teens and their babies. The organization also pioneered programming that took case managers out of offices and put them in the field, reaching families in their homes, at housing projects, in churches and other natural locations. Through decades of experience, El Nido has developed strong connections to other relevant providers, ensuring that all clients are linked to the resources they need.

El Nido's mission today is to empower families in low-income communities of LA County to break the cycle of poverty, child abuse, violence, academic failure and teen pregnancy through outstanding educational, youth development, health and therapeutic services. El Nido serves 13-14,000 children, youth and family members annually, across a wide swath of the county. A large majority of clients are Latino or African American, living at or near the poverty line; staff are multicultural and bilingual, many from the communities served. Nearly all programs incorporate case management to meet the holistic needs of clients. Teen Parent Family Services, for example, is part of El Nido's continuum of care for parents of young children. These programs (including Parents as Teachers) use case management to stabilize families and prepare children to succeed in school. El Nido's two FamilySource Centers in South West L.A. and Pacoima provide intensive case management and a host of on-site resources to local low-income families,

to increase family income/assets and youth academic achievement. Case managers in Gang Reduction & Youth Development work with at-risk youth to coordinate care and advocate for their needs, with the goal of preventing gang initiation. The project at Jordan Downs draws on El Nido's extensive case management experience, both current and historic.

El Nido's service philosophy has long focused on empowerment and building families' inherent strengths. Through El Nido's approach, the purpose of case management is multifold. It builds on clients' assets (cultural wisdom, devotion to family/community, willingness to work hard, etc.); removes obstacles to progress; offers resources, new opportunities and encouragement; and increases skills, social supports, self-confidence—and, most of all, hope.

EXHIBIT I-1

Mitigation Measures

[attached]

JORDAN DOWNS MITIGATION MEASURES

Environmental Mitigation Measures

	Measure/Feature	Project Phase	Monitoring Period	Responsible Party	Enforcement Agency
Aesthetics and Visual Resources					
MM-1[1]	Temporary fencing (e.g., chain link or wood) with screening material shall be used around the perimeter of a development site to buffer views of construction equipment and materials. In addition, the following fencing requirements shall be implemented: • The applicant shall be responsible for maintaining the visibility of required signage and for maintaining the construction barrier free and clear of any unauthorized signs within 48 hours of occurrence. • A sign shall be posted with the contact number of the construction manager so that he/she may address safety and other issues related to construction. • (SP-1): The applicant shall affix or paint a plainly visible sign, on publicly accessible portions of the construction barriers, with the following language: "POST NO BILLS". Such language shall appear at intervals of no less than 25 feet along the length of the publicly accessible portions of the barrier.	1-6	Pre-construction[2] Construction[3]	JDCP[4] Primestor (Phase 1 /Phase 4 commercial)[5] Infrastructure Contractor	Department of Building and Safety (DBS)
MM-2	HACLA shall ensure through appropriate postings and daily visual inspections that no unauthorized materials are posted on	1-6	Construction	HACLA	DBS

[1] "MM-xx" refers to Environmental Mitigation Measures from the Final EIR and subsequent Addenda.

[2] Pre-construction includes design, site preparation and grading.

[3] Construction refers to foundation, superstructure, building envelope and interior construction.

[4] Jordan Downs Community Partners LLC ("JDCP") is the Master Developer of the redevelopment of the Jordan Downs Public Housing Community, per the Master Development Agreement ("MDA") dated August 14, 2012. Section 5.1 of the MDA limits the transferability of development rights to either The Michaels Development Company I, LP or BRIDGE Housing Corporation. Some measures described herein that are currently ascribed to JDCP will be further assigned as applicable to future owners and may not be carried out by JDCP directly.

[5] Developer of commercial component in Phase I only.

	any temporary construction barriers or temporary pedestrian walkways and that such temporary barriers and walkways are maintained in a visually attractive manner, including the prompt removal of graffiti, throughout the construction period.				
MM-3	The proposed project shall incorporate design features to lessen the visual contrast with existing residences on 97th and Grape Streets. The design features to be implemented include, but are not limited to, varying building height, sloped roof design, and landscaping, all of which shall be consistent with the proposed project elevations as described in Chapter III Project Description, as well as in this section.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-4	The buildings constructed along 97th Street that exceed 30 feet in height shall be designed either with increased (greater than 10 feet) setbacks or with a sloped roof for the first level and a second level that is stepped back to create a more visually consistent street view.	1, 5, 6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-5	Lighting fixtures constructed as part of the proposed project shall be oriented and focused onto the specific onsite location intended for illumination (e.g., parking lots, driveways, and walkways) and shielded away from adjacent sensitive areas (e.g., schools, other residential properties) and public rights of way to minimize light spillover onto off-site areas.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-6	Where appropriate and feasible, incorporate project design features to shield light and/or glare from vehicles entering or existing parking lots and structures that face sensitive uses by providing barriers so that light from vehicle headlights would not illuminate off-site sensitive uses.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-7	Where appropriate and feasible, incorporate project design features to provide landscaping, physical barriers, screening, or other buffers to minimize project-generated illumination from entering off-site areas and to prevent glare or interfere with vehicular traffic.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-8	Where appropriate and feasible, locate and orient driveways into parking lots, parking structures, and semi-subterranean garages in a manner that will not result in headlights from vehicles entering or exiting the parking areas directly lighting any off-site sensitive uses.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning
MM-9	Where appropriate and feasible, proposed new structures shall be designed to maximize the use of textured or other non-reflective exterior surfaces and non-reflective glass.	1-6	Pre-construction	JDCP Primestor	DBS / City Planning

Air Quality					
MM-10	Informational signs shall be provided that locate nearby public transportation options.	1-6	Pre-construction	JDCP Primestor	City Planning / DBS / HACLA
MM-11	The surface parking area for the employment uses shall provide charging stations for electric vehicles.	1 and 4	Pre-construction	JDCP Primestor	City Planning / DBS / HACLA
MM-12	Equipment (e.g., forklifts and carts) used during operations of the employment uses shall use alternative power (e.g., electricity or propane) instead of diesel fuels.	1 and 4	Post-construction	Owner Entity[6]	HACLA
MM-13	Delivery trucks shall be prohibited from idling in excess of five minutes.	1 and 4	Post-construction	Owner Entity	HACLA
MM-14	The applicant shall require by contract specifications that electrical outlets are included in the building design of the loading docks to allow use by refrigerated delivery trucks. If loading and/or unloading of perishable goods would occur for more than five minutes, and continual refrigeration is required, all refrigerated delivery trucks shall use the electrical outlets to continue powering the truck refrigeration units when the delivery truck engine is turned off.	1-6	Pre-construction	HACLA Owner Entity	DBS / HACLA
MM-15	Automatic lighting on/off controls and energy-efficient lighting shall be installed at the employment uses.	1-6	Pre-construction	Owner Entity	DBS / HACLA
MM-16	Residential units shall include Heating, Ventilation, and Air Conditioning Systems with a minimum efficiency reporting value of 13.	1-6	Pre-construction	JDCP	DBS / HACLA
MM-17	HACLA shall continue coordinating with responsible agencies to study ways to increase job opportunities and regional transit in the vicinity of the Specific Plan area.	1-6	Pre-construction/ Construction/ Post-construction	HACLA	Department of Transportation (LADOT) / Community Development Department (CDD) / HACLA
Biological Resources					

[6] Owner Entity refers to the holder of a long-term ground lease with HACLA for a leasehold interest in a portion of the redevelopment sites.

MM-18	Ground-disturbing and vegetation removal activities associated with construction of the project shall be performed outside of the breeding season for birds, or between September 1 and January 31. If these project activities cannot be implemented during this time period, the City should retain a qualified biologist to perform preconstruction nest surveys to identify active nests within and adjacent to (up to 500 feet) the project area. If the pre-construction survey is conducted early in the nesting season (February 1 – March 15) and nests are discovered, a qualified biologist may remove the nests only after it has been determined that the nest is not active (i.e., the nest does not contain eggs, nor is an adult actively brooding on the nest). Any active non-raptor nests identified within the project area or within 300 feet of the project area should be marked with a 300-foot buffer, and the buffer area would need to be avoided by construction activities until a qualified biologist determines that the chicks have fledged. If the 300-foot buffer for non-raptor nests or 500-foot buffer for raptor nests cannot be avoided during construction of the project, the City should retain a qualified biologist to monitor the nests on a daily basis during construction to ensure that the nests do not fail as a result of noise generated by the construction. The biological monitor shall be authorized to halt construction if the construction activities cause negative effects, such as the adults abandoning the nest or chicks falling from the nest.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
<u>Cultural Resources</u>					
MM-19	To ensure that historic buildings are appropriately renovated and maintained, the preservation, rehabilitation, restoration, reconstruction or adaptive reuse of known historic resources shall meet the U.S. Secretary of the Interior's Standards for Rehabilitation (Secretary's Standards). Any proposal to preserve, rehabilitate, restore, reconstruct, or adaptively reuse a known historic resource in accordance with the Interior Secretary's Standards shall be deemed to not be a significant impact under CEQA and, in such cases, no additional mitigation measures will be required.	1-6	Pre-construction	JDCP Primestor	City Planning, Office of Historic Resources / DBS
MM-20	The Applicant shall work with qualified preservation	1-6	Pre-	JDCP	City Planning,

	professionals to ensure Standards-compliant projects, including the design of rehabilitation projects, compatibility of new construction with historic structures, and periodic site visits to monitor construction with historic structures to ensure that such activities comply with the Secretary of the Interior's Standards. Historic professionals shall meet the National Park Service standards.		construction/ Construction	Primestor	Office of Historic Resources / DBS
MM-21	If a unique archaeological resource is discovered during project construction activities, work in the area shall cease and deposits shall be treated in accordance with federal, State and local guidelines, including those set forth in California Public Resources Code Section 21083.2. In addition, if it is determined that an archeological site is a historical resource, the provisions of Section 21084.1 of the Public Resources Code and CEQA Guidelines Section 15064.5 would be implemented.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-22	A qualified paleontologist shall be retained to preform periodic inspections of excavation and grading activities where excavations of older soils may occur. The services of a qualified paleontologist shall be secured by contacting the Natural History Museum of Los Angeles County. The frequency of inspections will be based on consultation with the paleontologist and will depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. If a potential fossil is found, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected should be donated to a public, nonprofit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County. Accompanying notes, maps,	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS

	and photographs shall also be filed at the repository. If fossils are found, following the completion of the above tasks, the paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well a description of the fossils collected and their significance. The report shall be submitted by the applicant to the lead agency, the Natural History Museum of Los Angeles County, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. (*note: Per Caltrans EA: The report shall be submitted by Bureau of Engineering to Caltrans, the Natural History Museum of Los Angeles County, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the salvaging efforts."*)				
<u>Energy</u>					
MM-23	HACLA shall coordinate with LADWP to determine the specific on-site electricity transformation facility requirements for the proposed project.	1-6	Pre-construction	HACLA	DBS / LADWP
MM-24	HACLA shall coordinate with LADWP to determine if any required improvements to the LADWP electricity distribution system are needed to accommodate the proposed project. HACLA shall create a fund to finance the costs of infrastructure improvements to the electricity distribution system to accommodate the proposed project. The type, quantity, and costs of any required infrastructure improvements shall be set forth in a Memorandum of Understanding (MOU) that shall be agreed on by HACLA and LADWP.	1-6	Pre-construction	HACLA	DBS / LADWP
MM-25	HACLA shall incorporate into building and electrical plans any necessary on-site transformation facility infrastructure and be subject to review and approval by the LADWP prior to construction.	1-6	Pre-construction	HACLA	DBS / LADWP
MM-26	HACLA shall incorporate into the guidelines of the Specific Plan electrical generating solar panels for streetscape pedestrian lighting, gateway lighting, and other passive outdoor lighting.	1-6	Pre-construction	HACLA	DBS / City Planning
MM-27	HACLA shall coordinate with SoCal Gas to determine if any required improvements to the SoCal Gas natural gas distribution system are needed accommodate the proposed project. HACLA shall create a fund to finance the costs of	1-6	Pre-construction	HACLA	DBS

	infrastructure improvements to the SoCal Gas natural gas distribution system to accommodate the proposed project. The type, quantity, and costs of the infrastructure improvements shall be agreed on in accordance with SoCal Gas' policies and extension rules on file with the California Public Utilities Commission at the time contractual agreements are made.				
MM-28	Building and natural gas connection plans shall be subject to review and approval by SoCal Gas prior to construction.	1-6	Pre-construction	JDCP Primestor	DBS
MM-29	HACLA shall set aside a percentage of roof floor area for installation of water-heating solar panels.	1-6	Pre-construction	HACLA	DBS
<u>Geology and Soils</u>					
MM-30	Seismic design for structures and foundations shall comply with the most current seismic building code standards for site-specific soil conditions. (*note: 1st Addendum to final EIR states: "…soil conditions that are contained in both the California and Los Angeles Building Codes."*)	1-6	Pre-construction	JDCP Primestor	DBS
MM-31	The proposed project shall demonstrate compliance with specific recommendations for grading guidelines, foundation design, retaining wall design, temporary excavations, slabs on grade, site drainage, design review, construction monitoring and geotechnical testing to the satisfaction of the City of Los Angeles Department of Building and Safety, as conditions to issuance of any grading and building permits.	1-6	Pre-construction	JDCP Primestor Infrastructure Contractor	DBS
MM-32	During inclement periods of the year, when rain is threatening (between November 1 and April 15 per the Los Angeles Building Code, Sec. 7002), an erosion control plan that identifies BMPs shall be implemented to the satisfaction of the City of Los Angeles Department of Building and Safety to minimize potential erosion during construction. The erosion control plan shall be a condition to issuance of any grading permit.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-33	To the extent feasible, grading shall be scheduled for completion prior to the start of the rainy season (between November 1 and April 15 per the Los Angeles Building Code, Sec. 7002), or detailed temporary erosion control plans shall be implemented in a manner satisfactory to the City of Los	1-6	Construction	JDCP Primestor Infrastructure	DBS

	Angeles Department of Building and Safety.			Contractor	
MM-34	Appropriate erosion control and drainage devices shall be incorporated to the satisfaction of the City of Los Angeles Department of Building and Safety. Such measures include interceptor terraces, berms, vee-channels, and inlet and outlet structures	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-35	Provisions shall be made for adequate surface drainage away from the areas of excavation as well as protection of excavated areas from flooding. The grading contractor shall control surface water and the transportation of silt and sediment.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
<u>Hazards and Hazardous Materials</u>					
MM-36	HACLA shall retain a Certified Asbestos Consultant to determine the presence of asbestos and asbestos containing materials (ACM) within buildings to be demolished. If asbestos is discovered, a Licensed Asbestos Abatement Contractor shall be retained to safely remove ACM in accordance with the 1994 Federal Occupational Exposure to Asbestos Standards. ACM removal will be monitored by a Certified Technician.	1-6	Construction	HACLA JDCP Primestor	DBS
MM-37	For all buildings to be re-used or demolished, lead-based paint testing shall be conducted. If lead-based paint is discovered, a licensed lead-based paint/materials abatement contractor shall be retained to safely remove lead-based paint in accordance with HUD Lead-Based Paint Guidelines.	1-6	Construction	JDCP Primestor	DBS
<u>Noise</u>					
MM-38	Loading and unloading of trucks shall be prohibited between 10:00 p.m. and 7:00 a.m.	1-6	Pre-construction/ Construction/ Post-construction	JDCP Primestor Owner Entities Infrastructure Contractor	DBS LAPD
MM-39	A ten-foot solid wall shall be constructed between the	1	Pre-construction	Primestor	DBS

	employment uses, including the recycling facility, and the residences and David Starr Jordan High School.		/ Construction		
MM-40	Residential units adjacent to the employment uses, including the recycling facility, shall be constructed with materials capable of reducing exterior-to-interior noise levels by at least 19 dBA.	1, 6	Pre-construction / Construction	JDCP	DBS
MM-41	Residential land uses facing 103rd Street shall be constructed with single-glazed windows that are at least 5/16 inches thick. Alternatively, double-glazed windows may be used if the glass is at least 3/32 inches thick with four inches of airspace.	4	Pre-construction	JDCP	DBS
<u>Population and Housing</u>					
MM-42	HACLA shall prepare and implement an existing tenant relocation plan whereby all of the existing tenants of the Jordan Downs public housing complex would be relocated either on site or in the vicinity of the site to affordable housing equal to their existing conditions.	1-6	Pre-construction/ Construction	HACLA	DBS HCIDLA
MM-43	HACLA shall coordinate with the Department of Building and Safety to designate the replacement public housing units per the new vesting tract map, in order to properly identify and process the new Certificates of Occupancy, and ensure the conservation of these public housing units.	1-6	Pre-construction/ Construction	HACLA	DBS
<u>Public Services</u>					
MM-44	Project plans shall be submitted to LAFD for review and approval to ensure that all new structures would comply with current fire codes and LAFD requirements.	1-6	Pre-construction/ Construction	JDCP Primestor	LAFD
MM-45	HACLA shall consult with the LAFD and incorporate fire protection and suppression features that are appropriate for the design of the proposed project.	1-6	Pre-construction / Construction	HACLA	LAFD
MM-46	HACLA shall consult with the LAFD to ensure the proper emergency access points and routes are provided.	1-6	Pre-construction / Construction	HACLA	LAFD
MM-47	HACLA shall prepare, in consultation with the LAPD and the HACLA Public Safety Department, a comprehensive safety and security plan for the Specific Plan area which would include, but would not be limited to: • The preparation and implementation of a safety education material and training for residents of the Specific Plan area,	1-6	Pre-construction / Construction	HACLA	LAPD

	• A neighborhood watch program, • Security plan for all buildings within the Specific Plan area, • Periodic safety meetings between Specific Plan area residents and business owners and representatives of HACLA, LAPD, and the HACLA Public Safety Department to assess current level of safety of residents and visitors to Specific Plan area, as well as current crime rate and shall submit building plans to the LAPD Crime Prevention Unit to identify appropriate crime prevention features for the proposed project. Any design features identified by the LAPD shall be incorporated into the proposed project's final design and to the satisfaction of the LAPD.				
MM-48	HACLA and the HACLA Public Safety Department shall coordinate with the LAPD to develop a video monitoring system monitoring to supersede the existing video monitoring system at the existing Jordan Downs public housing project. The HACLA Public Safety Department shall have access to the on-site video monitoring system.	1-6	Pre-construction / Construction/ Post-construction	HACLA	LAPD
MM-49	All parking garages, entrances, hallways, and parking facilities shall be well-illuminated and designed to eliminate areas of concealment.	1-6	Pre-construction / Construction/ Post-construction	JDCP Primestor	DBS
MM-50	HACLA shall consult with the LAPD to develop a plan to build a police station or sub-station onsite that will serve the Specific Plan area.	1-6	Pre-construction / post-construction	HACLA	LAPD
MM-51	HACLA shall consult with the LAPL to develop a plan to build a library sub-branch on-site that will serve the residents of the Specific Plan area.	1-6	Pre-construction / post-construction	HACLA	LAPL
<u>Transportation and Traffic</u>					
MM-52[7]	An additional northbound left-turn lane shall be provided by restriping the existing painted roadway median to convert the Wilmington Avenue and I-105 EB Ramps intersection into a second northbound left-turn lane. Minor signal modifications may	1-6	Pre-construction / Construction / Post-construction	JDCP	DPW, Bureau of Engineering LADOT

[7] Not applicable to Phase 1A and subject to assignment to future Owner Entities.

	be required to align the northbound left-turn signal head.				
MM-53[8]	The Applicant shall work with LADOT to implement signalization at the following intersections: a) Alameda Street (W)/97th Street; b) Wilmington Avenue/Century Boulevard and c) Alameda Street (E)/Tweedy Boulevard.[9]	1-6	Pre-construction / Construction / Post-construction	JDCP Infrastructure Contractor	DPW, Bureau of Engineering / LADOT
MM-54	The Applicant shall work with Metro to incorporate the B-TAP program for all residents and employees associated with the Specific Plan. The B-TAP program would provide Metro transit passes that can be renewed each calendar year. The program would apply to residents living in and employees working within the Specific Plan area.	1-6	Construction / Post-construction	JDCP	Metro
TT-1[10]	The final project approval should include a commitment from the project applicant to continue to seek mitigation for the traffic impact identified at the intersection of Central Avenue and Century Blvd., to the greatest extent possible, through the full build-out year of the project. Development of any mitigation should be conducted in cooperation with Council Office 15, DOT's Southern District Office and appropriate representatives from the affected area.	1-6	Pre-construction	JDCP	LADOT
TT-2	In order to insure full redress of traffic impacts identified outside the City of Los Angeles, it is DOT's recommendation that the project be required to secure written communication from LA County, the City of Lynwood and the City of South Gate, to confirm each agency's full awareness of the potential traffic impacts that have been identified within their respective jurisdictions and insure that a mutual agreement has been reached with regard to the appropriate redress of said impacts.	1-6	Pre-construction	JDCP	LADOT
TT-3	A separate driveway and circulation plan should be submitted to DOT's Citywide Planning Coordination Section for review and approval.	1-6	Pre-construction	JDCP	LADOT
TT-4	DOT recommends that a construction worksite traffic control plan be submitted to DOT's Southern District Office for review and approval prior to the start of any construction work. The plan should show the location of any roadway or sidewalk closures,	1-6	Pre-construction	JDCP	LADOT

[8] Not applicable to Phase 1A.

[9] The third intersection is per LADOT letter to Dept. of City Planning dated Jan. 12, 2016.

[10] "TT-xx" refers to mitigation measures from the LADOT letter to Dept. of City Planning dated Jan. 12, 2016.

	traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties.				
Public Utilities					
MM-55	Building plans and water connection plans developed during specific project design review shall be subject to review and approval by the LADWP. If additional water connections and/or improvements to offsite water distribution infrastructure are necessary to serve the proposed project, such improvements shall be implemented to the satisfaction of LADWP.	1-6	Pre-construction/ Construction / Post-construction	JDCP Primestor Infrastructure Contractor	DWP

Construction Mitigation Measures

MM-56	That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN. • Locate the sign in a conspicuous place on the subject site or structure (if developed) so that it can be easily read by the public. The sign must be sturdily attached to a wooden post if it will be free-standing. • Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period. • If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres or portion thereof. Each sign must be posted in a prominent location.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-57	The construction area and all accessible areas (public streets, sidewalks, etc.) within 100 feet of the Specific Plan area and/or the tract map area (whichever applies) shall be swept (preferably with water sweepers) and watered at least twice daily.	1-6	Construction	JDCP Primestor	DBS

				Infrastructure Contractor	
MM-58	Construction contractors shall utilize at least one of the following measures at each vehicle egress from the Specific Plan area and/or the tract map area (whichever applies) to a paved public road: • Install a pad consisting of washed gravel maintained in clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long; • Pave the surface extending at least 100 feet and at least 20 feet wide; • Utilize a wheel shaker/wheel spreading device consisting of raised dividers at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages; • Install a wheel washing system to remove bulk material from tires and vehicle undercarriages.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-59	Site access points shall be swept/washed within thirty minutes of visible dirt deposition. Street sweepers that comply with SCAQMD Rule 1186 and 1186.1 shall be used to sweep site access points or reclaimed water shall be used to wash site access points.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-60	All haul trucks hauling soil, sand, and other loose materials shall be covered (e.g., with tarps or other enclosures that would reduce fugitive dust emissions).	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-61	Construction contractors' activity on unpaved surfaces shall be suspended when winds exceed 25 miles per hour.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-62	Heavy-duty equipment operations shall be suspended during first and second stage smog alerts.	1-6	Construction	JDCP Primestor Infrastructure	DBS

				Contractor	
MM-63	Ground cover in disturbed areas shall be replaced as quickly as possible.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-64	Construction contractors shall utilize super-compliant architectural coatings as defined by the SCAQMD (VOC standard of less than ten grams per liter).	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-65	Construction contractors shall utilize materials that do not require painting, as feasible.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-66	Construction contractors shall use pre-painted construction materials, as feasible.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-67	Contractors shall maintain equipment and vehicle engines in good condition and in proper tune per manufacturers' specifications.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-68	All off-road diesel-powered construction equipment greater than 50 horsepower shall meet USEPA Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-69	Construction contractors shall use electricity from power poles	1-6	Construction	JDCP	DBS

	rather than temporary gasoline or diesel power generators, as feasible.			Primestor Infrastructure Contractor	
MM-70	Heavy-duty trucks shall be prohibited from idling in excess of five minutes, both on-and off-site.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-86	Construction parking shall be configured to minimize traffic interference.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-87	Construction activity that affects traffic flow on the arterial system shall be limited to off-peak hours.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-88	Construction contractors shall coordinate with administrators at David Starr Jordan High School, Florence Griffith Joyner Elementary School, and Weigand Elementary School and to minimize student exposure to air pollution during periods of heavy construction activity (e.g., grading and excavation).	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-89	All construction equipment shall be equipped with mufflers and other suitable noise attenuation devices.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-90	Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than metal-tracked equipment).	1-6	Construction	JDCP Primestor Infrastructure	DBS

				Contractor	
MM-91	The construction contractor shall locate construction staging areas away from sensitive uses. (*note: Caltrans EA states: "Locate equipment and materials storage sites at least 500 feet away from sensitive receptors. Keep construction areas clean and orderly.")*	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-92	Construction haul truck and materials delivery traffic shall avoid residential areas whenever feasible.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-93	The construction contractor shall schedule high noise-producing activities between the hours of 8:00 a.m. and 5:00 p.m. to minimize disruption to sensitive uses.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-94	The construction contractor shall use on-site electrical sources to power equipment rather than diesel generators where feasible.	1-6	Construction	JDCP Primestor	DBS
MM-95	All residential units located within 500 feet of the construction site shall be sent a notice regarding the construction schedule of the proposed project. A sign, legible at a distance of 50 feet, shall also be posted at the construction site. All notices and signs shall indicate the dates and duration of construction activities, as well as provide a telephone number where residents can inquire about the construction process and register complaints.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-96	A "noise disturbance coordinator" shall be established. The disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures such that the complaint is resolved. All notices that are sent to residential units within 500 feet of the construction site and all signs posted at the construction site shall list the telephone number for the disturbance coordinator.	1-6	Construction	JDCP Primestor Infrastructure Contractor	DBS
MM-97	Prior to initiating construction for soil remediation and Phases 1,	1-2, 4	Pre-construction	JDCP	DBS

	2, and 4, the construction contractor shall coordinate with the site administrator for David Starr Jordan High School to discuss construction activities that generate high noise levels. Coordination between the site administrator and the construction contractor shall continue on an as-needed basis throughout the construction phase of the project to mitigate potential disruption of classroom activities.		/ Construction	Primestor Infrastructure Contractor	
MM-98	Prior to initiating construction for Phases 3 and 4, the construction contractor shall coordinate with the site administrator for Florence Griffith Joyner Elementary School to discuss construction activities that generate high noise levels. Coordination between the site administrator and the construction contractor shall continue on an as-needed basis throughout the construction phase of the project to mitigate potential disruption of classroom activities.	3-4	Construction	JDCP	DBS

Caltrans Mitigation Measures for Century Blvd. Extension Project[11]

	Measure/Feature	Project Phase	Monitoring Period	Responsible Party	Enforcement/ Monitoring Agency
CT-1	Two modular structures and playground on the southern portion of the Jordan Downs Recreation Center property would be relocated less than 200 feet to the northwestern corner of the property to avoid any disruption to the operation of the existing early learning program.	1	Pre-construction	HACLA	DBS
CT-2	If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.	1	Construction	JDCP Primestor Infrastructure	DBS

[11] This list only includes Caltrans measures that are not exact duplicates of measures listed in the EIR.

				Contractor	
CT-3	If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall stop in any area or nearby area suspected to overlie remains, and the County Coroner contacted. Pursuant to Public Resources Code (PRC) Section 5097.98, if the remains are thought to be Native American, the coroner will notify the NAHC, which will then notify the Most Likely Descendant (MLD). At this time, the person who discovered the remains shall contact Alex Kirkish, Ph.D., District Archaeologist, so that they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-4	The project shall be required to comply with the City of Los Angeles grading permit regulations, which require necessary measures, plans (including a wet weather erosion control plan if construction occurs during the rainy season), and inspections to reduce sedimentation and erosion. (*note: this measure is similar but not identical to MM-31 above.*)	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-5	The design of the Proposed Build Alternative shall incorporate “Green Street” planting elements, such as a palette of infiltration planters and bioswales, for use in managing and treating stormwater runoff to feed landscaping and percolate through the soil (Century Blvd. Extension)	1	Pre-construction	JDCP	DBS / City Planning
CT-6	The project shall comply with the provisions of the City of Los Angeles specifications for roadway construction and geotechnical report prepared for the project to ensure that the project is consistent with the latest seismic design standards for structural loads and materials.	1	Pre-construction	JDCP Infrastructure Contractor	DBS
CT-7	If a potential fossil is found, a qualified paleontologist retained for the project shall be allowed to temporarily divert or redirect grading and excavation activities from the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist’s discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected should be donated to a public, nonprofit institution with a research interest in the materials, such as the	1	Construction	JDCP Primestor Infrastructure Contractor	DBS

	Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository. If fossils are found, following the completion of the above tasks, the paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by Bureau of Engineering to Caltrans, the Natural History Museum of Los Angeles County, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the salvaging efforts. (*note: this measure is similar to MM-22 above*).				
CT-8	Prior to project construction, HACLA shall receive the certificate of completion from DTSC. The site shall be remediated to meet site-specific clean-up goals to allow for the development of unrestricted land uses, as approved by DTSC, prior to construction.	1	Pre-construction	HACLA	DTSC
CT-9	Should any previously unidentified soils that exceed site-specific clean-up goals, as approved by DTSC for the project site, be encountered during construction, an action plan shall be developed, approved by DTSC as appropriate, and implemented, prior to resuming construction activities in the contaminated area. As needed, the investigation and remediation of a release or threatened release of any hazardous substances at or from the project site shall be overseen by the DTSC in accordance with all federal, state, and local laws and regulations.	1	Construction	JDCP Primestor Infrastructure Contractor	DTSC
CT-10	A Health and Safety Plan shall be prepared prior to construction activities to train workers to recognize potential health and safety hazards, communicate potential health and safety hazards to others, instruct personnel in procedures for performing work safely, mitigate hazards and avoid exposure to hazardous substances with the use of engineering and administrative controls, use protective equipment to limit exposure when engineering and administrative controls are not effective. The Health and Safety Plan shall contain provisions for providing breathing zone monitoring if workers will be exposed to concentrations of contaminants near the Permissible Exposure Limits, consistent with DTSC's approved site-specific clean-up goals as they relate to the 21- acre site that is currently undergoing remediation.	1	Pre-construction	JDCP Primestor Infrastructure Contractor	DBS

CT-11	Construction workers shall undergo Health and Safety training as required by Cal/OSHA regulations in Title 8 CCR for handling hazardous materials and/or wastes.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-12	Construction shall use dust suppression methods when disturbing soil so as not to create visible dust emissions or cause soils that exceed site-specific clean-up goals, as approved by DTSC for the project site, to become airborne	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-13	Prior to construction, an Excavation, Disposal, and Transportation Plan shall be prepared to describe the procedures and methodology for excavation, temporary storage, containerization, transport and disposal of hazardous waste. This includes construction of the temporary stockpile area (e.g., berms to prevent runoff, wetting, and cover to prevent soil from becoming airborne); use of USDOT-approved containers for storage and transport; use of registered transporter; decontamination of transport vehicles prior leaving the site; obtaining written acceptance of disposal facility prior to transport vehicle leaving site so load is not rejected upon arrival; and compliance with manifest requirements.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-14	In compliance with SCAQMD Rule 1166 requirements, an Excavation Management Plan and necessary permitting application forms shall be prepared and submitted for approval to the SCAQMD.	1	Pre-construction	JDCP Primestor Infrastructure Contractor	DBS
CT-15	The City shall continue to implement an emergency response plan for responding to releases from accidents (e.g., LAFD, first responders from the Los Angeles County Hazardous Materials Unit). Actions may involve cordoning off the affected area, stabilizing and containing releases of hazardous materials, and remediating the released hazardous materials.	1	Construction	City of LA	DBS
CT-16	Apply water or dust palliative to the site and equipment as frequently as necessary to control fugitive dust emissions. Fugitive emissions generally must meet a “no visible dust” criterion either at the point of emission or at the right of way line as required by the SCAQMD.	1	Construction	JDCP Primestor Infrastructure	DBS

				Contractor	
CT-17	Spread soil binder on any unpaved roads used for construction purposes, and all project construction parking areas.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-18	Properly tune and maintain construction equipment and vehicles. Use low-sulfur fuel in all construction equipment as provided in California Code of Regulations Title 17, Section 93114.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-19	Develop a dust control plan documenting sprinkling, temporary paving, speed limits, and expedited revegetation as needed to minimize construction impacts to existing communities.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-20	Locate equipment and materials storage sites at least 500 feet from the sensitive receptors. Keep construction areas clean and orderly.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-21	Extended idling, material storage, and equipment maintenance should be prohibited within 500 feet of sensitive air receptors, to the extent feasible.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-22	Use track-out reduction measures such as gravel pads at project access points to minimize dust and mud deposits on roads affected by construction traffic.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-23	Cover all transported loads of soils and wet materials prior to transport, or provide adequate freeboard (space from the top of the material to the top of the truck) to minimize emission of dust	1	Construction	JDCP Primestor	DBS

	(particulate matter) during transportation.			Infrastructure Contractor	
CT-24	Promptly and regularly remove dust and mud that are deposited on paved, public roads due to construction activity and traffic to decrease particulate matter.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-25	Route and schedule construction traffic to avoid peak travel times as much as possible, to reduce congestion and related air quality impacts caused by idling vehicles along local roads.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-26	**AQ11**: **Rule 401 – Visible Emissions:** A person shall not discharge into the atmosphere from any single source of emission whatsoever any air contaminants for a period or periods aggregating more than three (3) minutes in any one (1) hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart or of such opacity as to obscure an observer's view to a degree equal to or greater than smoke.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-27	**Rule 402 – Nuisance:** A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public or which endangers the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to business or property.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS
CT-28	**Rule 403 – Fugitive Dust**: SCAQMD's Rule 403 requires that fugitive dust be controlled with the best available control measures (BACM) in order to reduce dust so that it does not remain visible in the atmosphere beyond the property line of the proposed project. It also requires a dust control plan to be submitted and approved prior to construction. The dust control plan should describe all applicable dust control measures that will be implemented at the project; and should describe types of dust suppressant, surface treatments and other measures to be utilized at the construction sites to comply with the Rule. The relevant specifics of Rule 403 are as follows:	1	Construction	JDCP Primestor Infrastructure Contractor	DBS

	o No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that the dust remains visible in the atmosphere beyond the property line of the emission source; or the dust emission exceeds 20 percent opacity, if the dust emission is the result of movement of a motorized vehicle. o No person shall conduct active operations without utilizing the applicable best available control measures included in Table 1 of Rule 403 to minimize fugitive dust emissions from each fugitive dust source type within the active operation. o No person shall cause or allow PM10 levels to exceed 50 micrograms per cubic meter when determined, by simultaneous sampling, as the difference between upwind and downwind samples collected on high-volume particulate matter samplers or other U.S. EPA-approved equivalent method for PM10 monitoring. o No person shall allow track-out to extend 25 feet or more in cumulative length from the point of origin from an active operation. Notwithstanding the preceding, all trackout from an active operation shall be removed at the conclusion of each workday or evening shift. o No person shall conduct an active operation with a disturbed surface area of five or more acres or with a daily import or export of 100 cubic yards or more of bulk material without utilizing approved control measure/measures at each vehicle egress from the site to a paved public road.				
CT-29	In compliance with the Executive Order on Invasive Species, EO 13112, and guidance from the Federal Highway Administration (FHWA), the landscaping and erosion control included in the proposed project shall not use any species on the California Noxious Weed List. In areas of particular sensitivity, extra precautions shall be taken if invasive species are found in or near construction areas. This includes the inspection and cleaning of construction equipment and eradication strategies to be implemented should an invasion occur.	1	Construction	JDCP Primestor Infrastructure Contractor	DBS

EXHIBIT I-2

Waste Soil Management Plan

[attached]

WASTE SOIL MANAGEMENT PLAN
JORDAN DOWNS REDEVELOPMENT PROJECT
LOS ANGELES, CALIFORNIA

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FIGURES

Figure 1 Site Map
Figure 2 Areas of Potential Residual COC/COPC Concentrations
Figure 3 Subcontractor Response Plan for Suspect Soil

APPENDIX

A Suspect Soil Notification Form and Location Maps

LIST OF ACRONYMS

BMPs	Best Management Practices
COCs	Constituents of Concern
COPCs	Constituents of Potential Concern
Cy	Cubic Yards
DTSC	California Department of Toxic Substances Control
EPA	United States Environmental Protection Agency
HACLA	Housing Authority of the City of Los Angeles
IIPP	Injury and Illness Prevention Program
JDRP	Jordan Downs Redevelopment
JDPHCA	Jordan Downs Public Housing Community Area
LARWQCB	Los Angeles Regional Water Quality Control Board
MCCTC	Maximum Concentration of Contaminants for the Toxicity Characteristic
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
NPDES	National Pollutant Discharge Elimination System
PCBs	Polychlorinated Biphenyls
PAHs	Polynuclear aromatic hydrocarbons
PCE	Tetrachloroethene (aka Perchloroethylene)
PVC	Polyvinyl Chloride
RCRA	Resource Conservation and Recovery Act
RBCGs	Risk-Based Cleanup Goals
ROWs	Rights-of-Ways
RWQCB	Regional Water Quality Control Board
SCAQMD	South Coast Air Quality Management District
SHSP	Site-Specific Health and Safety Plan
SSLs	Soil Screening Levels
STLC	Soluble Threshold Limit Concentration
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State of California, State Water Resources Control Board
TCE	Trichloroethene
TCLP	Toxicity Characteristic Leaching Procedure
TPH	Total Petroleum Hydrocarbons
TTLC	Toxicity Threshold Limit Concentration
UCL	Upper Confidence Level
UST	Underground Storage Tank
µg/kg	micrograms per kilogram
VOCs	Volatile Organic Compounds
WET	Waste Extraction Test
WSMP	Waste Soil Management Plan

WASTE SOIL MANAGEMENT PLAN

1 INTRODUCTION

The Jordan Downs Redevelopment Project (JDRP) involves the redevelopment of the Housing Authority of the City of Los Angeles's (HACLA) 49-acre, 1950s public housing project and the adjacent 21-acre former industrial property. Together, the 70-acre Project will involve demolition of the existing 700 multifamily apartments and construction of approximately 1,400 homes, a retail center, a community center, public parks, and streets. HACLA has completed the remediation of the 21-acre property (Remediation Area) under the oversight of the California Department of Toxic Substances Control (DTSC) and successfully remediated the Site to criteria deemed protective of human health and the environment.

The Remediation Area was subject to very specific cleanup criteria and it is anticipated that all the remaining soil is suitable to remain within the 21-acre Remediation Area and can be excavated and reused within the Remediation Area with one exception. The exception is the excavation of soil containing volatile organic compounds (VOCs) that is subject to the South Coast Air Quality Management District's (SCAQMD) Rule 1166 for excavating VOC-contaminated soil. VOC-contaminated soil will require off-site disposal. It is possible that residual VOC-contaminated soil subject to Rule 1166 is still present but was judged by the DTSC to be acceptable if left in-place.[1,2]

It should be noted that the Jordan Downs Public Housing Community Area (JDPHCA) adjacent to the 21-acre Remediation Area has only been subjected to a limited amount of assessment. Based on multiple Phase I Environmental Site Assessments, the history of the JDPHCA is understood to have always been residential with some small scale agricultural activities prior to the housing development, and these reports have not recommended further assessments.

This Waste Soil Management Plan (WSMP) provides direction from HACLA to the general contractors and their subcontractors involved in any type of earthwork activities (grading, excavations, trenching, drilling, etc.) within the entire JDRP in regards to the actions to be taken when soil is encountered that is suspected to contain petroleum products or hazardous substances. HACLA owns the land at Jordan Downs and must be notified of all suspect conditions that may indicate a release(s) of hazardous substances or petroleum products.

[1] Andersen, 2016. Interim Remedial Action Completion Report for Soils. Andersen Environmental, an EFI Global Company. November 16, 2016.
[2] DTSC, 2016. Approval and Certification of the Remedial Action Completion Report for the 9901 South Alameda (21-Acre Old Factory Site) Los Angeles, 90002, Site Code 301493. Department of Toxic Substances Control. November 18, 2016.

2 SITE DESCRIPTION

For the purpose of this WSMP, the "Site" is considered to be the entirety of the JDRP which is bounded by South Alameda Street to the east, 97th Street to the north, Grape Street to the West, 103 Street to the south (western portion), and the David Starr Jordan High School and Atlas Metals to the south (eastern portion). The Site is subdivided into two primary areas:

1. Remediation Area – 21 acres of the former steel mill factory recently remediated.
2. Existing Jordan Downs Public Housing Community Area (JDPHCA)– 49 acres

Please refer to Figure 1.

3 OBJECTIVE

This WSMP provides direction to current and future contractors who are involved in excavations and grading at the Site to address situations where soil or fill materials suspected of containing hazardous substances or petroleum products are encountered to a degree that requires waste characterization and offsite disposal.

4 RESIDUAL IMPACTS TO THE REMEDIATED AREA

The primary types of residual impacts to the soil at the Site include the following:

- Metals – primarily lead and arsenic.
- Petroleum Hydrocarbons – primarily diesel and oil, however, residual concentrations of gasoline are present in the vicinity of the former underground storage tank (UST1) removed from what is now Century Boulevard, just west of the intersection with the future Lilac Street.
- Volatile Organic Compounds (VOCs) – primarily those associated with petroleum products and those associated with solvents and other chemical products.

4.1 Metals

The known residual concentrations of metals at the Site have been judged to be suitable for the residential development by DTSC. Therefore, soil with the known residual concentrations of metals can be excavated, stockpiled, and reused pursuant to the needs of the construction activities without restriction.

During the remediation an effort was made to excavate and evaluate all of the fill soil (i.e., soil previously disturbed) and it is expected that fill soil with obvious concentrated pockets of debris are not present at the Site. However, isolated pieces of concrete, asphalt, or brick may be encountered, but should a contractor encounter a distinct pocket of fill with debris, stained soil, or unexpected odors, the protocols within this WSMP should be followed. Work in the area of the deposit should be halted and the area should be cordoned off with caution tape until it is evaluated by the Environmental Professional.

4.2 Petroleum Hydrocarbons

Several sources of releases of petroleum hydrocarbons were discovered during the course of the remediation. The majority of the petroleum releases covered large portions of Lots 3 and 12 and the adjacent rights-of-ways (ROWs). Other isolated releases occurred in Lot 1 including a suspected former UST pit (T55 pit), an elevator ram, and an undefined source adjacent to the northern Site boundary at 97th Street. A clarifier in the northeastern quadrant of Lot 13 had a release of petroleum and VOCs. The release from UST1 is located adjacent to the western side of the intersection between the new Century Boulevard and Lilac Street. See Figure 2 for the approximate locations of these releases.

Should a contractor encounter soil with unexpected odors reminiscent of petroleum products, the protocols within this WSMP should be followed. Work in the area of the odorous soil should be halted and the area cordoned off with caution tape until it is evaluated by the Environmental Professional.

4.3 VOCs

Volatile organic compounds (VOCs) can be divided into two main categories:

1) Those associated with commercial and industrial solvents such as tetrachloroethene (perchloroethylene) (PCE), trichloroethene (TCE), and associated breakdown products; and

2) Those VOCs associated with petroleum products such as benzene, toluene, ethylbenzene, and xylenes along with other lesser known chemicals.

Both of these types of VOCs were detected at the Site. In general, and with DTSC's concurrence, shallow soil (less than 20 feet below grade) containing VOCs was removed with any residual concentrations being near or below laboratory detection limits. Excavations below 20 feet below grade have a higher likelihood of encountering noticeable concentrations of VOCs from either source.

The areas where residual concentrations of VOCs may potentially be encountered in deeper excavations include the following:

- Across lots 12 and 13 and adjacent ROWs – diesel and oil related VOCs.
- Former UST1 at the western side of the intersection of Century Boulevard and Lilac Street – gasoline related VOCs.
- Former Paint Dipping Tanks location in lot 1, adjacent to the north side of Century Boulevard, across from lot 15 – solvent based VOCs.
- Former elevator ram excavation in lot 1, northwest of the Paint Dipping Tanks location – solvent based VOCs.
- Three locations in the northern portion of lot 1 including a former clarifier location, a suspected former UST pit (T55), and an area along the northern lot line where a petroleum and lead and arsenic release was remediated – petroleum and solvent related VOCs.

Other locations on Figure 2 depict locations where VOCs were detected during the remediation but residual concentrations of concern are no longer anticipated to be present. See Figure 2 for the approximate locations of these releases.

Should a contractor encounter soil with unexpected odors reminiscent of solvents or petroleum products, the protocols within this WSMP should be followed. Work in the area of the odorous soil should be halted and the area cordoned off with caution tape until it is evaluated by the Environmental Professional.

5 HEALTH AND SAFETY

It is expected that every subcontractor on the Site has established, implemented, and maintained a written Injury and Illness Prevention Program (IIPP) pursuant to Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) to address standard construction practices.

Due to the potential to encounter soil with residual concentrations of COCs/COPCs, it is recommended that any subcontractor performing any earthwork at depths greater than 3 feet below grade also have a prepared Site-Specific Health and Safety Plan (SHSP) and have personnel available with the appropriate training as described in the following section to handle suspect soil or materials.

5.1 Worker Health and Safety

Upon confirmation of soil containing residual concentrations COCs/COPCs or new COCs by the Environmental Professional, the subcontractor (Subcontractor) that is involved with exposing, handling, excavating, grading, trenching, stockpiling, loading and transporting such soil shall, at a minimum, have 40-hour hour Occupational Health and Safety Organization (OSHA) HAZWOPER training including current annual 8-hour refresher certifications and be part of a medical monitoring program pursuant to the regulations

found in 29 Code of Federal Regulations (CFR) Part 1910.120 and California Code of Regulations (CCR), Title 8, Section 5192.

A health and safety plan shall be implemented by the Subcontractor for work conducted at the Site and workers within the "exclusion zone" is required pursuant to the regulations found in 29 Code of Federal Regulations (CFR) Part 1910.120 and California Code of Regulations (CCR), Title 8, Section 5192. The health and safety plan shall outline the potential chemical and physical hazards that could be encountered during all fieldwork activities. The appropriate personal protective equipment and emergency response procedures for the anticipated Site-specific chemical and physical hazards shall be detailed in this plan. Subcontractor personnel and any second-tier subcontracted personnel involved with the field work are to be required to read and sign this document in order to encourage proper health and safety practices.

5.2 Community Health and Safety

Due to the extensive nature of the remediation effort within the Remediation Area, a Community Health and Safety Plan has not been required as of the date of the preparation of this WSMP, and one is not anticipated to be required. However, measures to prevent nuisance conditions to the surrounding community are required in the form of the following requirements:

5.2.1 Dust Control

As required by the South Coast Air Quality Management District (SCAQMD) Rule 403 – Fugitive Dust Emissions, fugitive dust emissions must be controlled and in compliance with requirements contained in Rule 403. These are standard requirements for construction activities on sites of 5 acres or more. Mitigation measures required include, but are not limited to the following:

- Application of water to control dust generation at the points of dust/odor generation;
- Stockpile control – covers, wetting;
- Cease work conditions – wind speed, odor, and/or particulate monitoring thresholds;
- Truck loading and covering procedures;
- Shaker plates and/or gravel pads at ingress/egress points; and
- Housekeeping (street cleaning if necessary).

This list is not to be considered definitive, and all the rules and regulations within Rule 403 that are applicable to the Site shall be adhered to at all times.

5.2.2 Storm Water Management

As required by the Los Angeles Regional Water Quality Control Board (LARWQCB) and the City of Los Angeles, a Storm Water Pollution Prevention Plan (SWPPP) is required to be implemented through the use of Best Management Practices (BMPs) to control storm water and non-storm water runoff. Effective implementation of such BMPs will assist in the prevention of potential impacts to the surrounding community.

5.2.3 SCAQMD Rule 1166 – Excavation of VOC-Contaminated Soils

SCAQMD Rule 1166 sets forth the requirements to control the emission of VOCs generated from the excavation and handling of VOC-contaminated soil. Rule 1166 applies to all soil excavations with volumes exceeding 1 cubic yard of VOC-contaminated soil. VOC-contaminated soil is defined as having VOC concentrations exceeding 50 parts per million – vapor (ppmv) as measured by a hexane-calibrated organic vapor analyzer (OVA).

Should the Subcontractor encounter soil noticeable odors, the Environmental Professional will evaluate the soil for vapors with an OVA and make a judgement on whether the soil qualifies as a VOC-contaminated soil as defined by Rule 1166. If so, the Environmental Professional will provide a Rule 1166 permit and monitor the excavation as required. Soil with VOC concentrations between 50 and 1,000 ppm as measured by the OVA can be placed in stockpiles on and covered with plastic sheeting pending waste characterization and offsite disposal. Soil with VOC concentrations greater than 1,000 ppm must be immediately placed in covered bins or directly loaded onto trucks for immediate removal from the Site. If directly loaded, the soil must be properly characterized prior to excavation activities. Soil placed in covered bins can be stored until a full waste characterization is completed for the proper off-Site disposal.

6 DISCOVERY AND ACTION

All subcontractors conducting earthwork of any kind should be provided with this WSMP and instructed to adhere to the protocols and recommendations contained herein. The protocols described herein should be considered minimum requirements and are based on the current knowledge of the Site at the time of the completion of the remediation activities. Should conditions be encountered that warrant additional precautions, then it is the responsibility of the Subcontractor and General Contractor to implement such precautions as they deem necessary to protect human health and the environment.

It is the responsibility of the Subcontractor to direct their equipment operators and personnel to be observant during all earthwork activities and to promptly report suspect conditions to the General Contractor's site superintendent.

The following are typical indications of soil that should be considered to potentially contain residual concentrations of COCs/COPCs or new COCs:

- Deposits of fill materials that are distinct from the surrounding undisturbed native soil. Note that as part of the remediation effort excavations up to 30 feet deep were backfilled with onsite soils and imported fill materials. Therefore, the Remediation Area has 3 to 30 feet of fill soil which should be generally homogenous.

- Distinct deposits of fill soil/materials that contain debris, glass, brick, concrete, wood, etc. Isolated pieces of concrete, asphalt, or even brick should not be considered a cause for concern as it may be present in the fill materials placed after the remediation was completed.

- Noticeable odors reminiscent of petroleum production (gasoline, diesel, oil) or solvents. Odors of concern would be persistent and identifiable as coming from a particular location.

- Stained or discolored soil. Natural colors of the native soil at the Site include light yellow, tan, light brown, brown, reddish-brown, olive, gray, dark gray, and even black. The darker soils are generally at depths greater than 10 feet below grade. Soil suspected to be stained or discolored soil should be compared to the surrounding soil.

Upon discovery of soil suspected to contain residual concentrations of COCs/COPCs or to be VOC-contaminated soil under Rule 1166, the following actions shall be taken:

1) The Subcontractor will stop all work in the immediate vicinity of the suspect soil and prevent any further disturbance of the soil.

2) The Subcontractor shall isolate the area with barricades, caution tape, or other appropriate methods to prevent their workers and other subcontractors from entering or disturbing the area.

3) If odors are of such strength to cause a nuisance or be noticeable in adjacent areas of concurrent construction activities, or by the adjacent the community, the following mitigation efforts shall be immediately applied as necessary:

    a. Use water to wet down the source area of the odors; however, take care to not cause runoff or ponding of water.
    b. Use plastic sheeting to cover the source area.
    c. If necessary create a larger “exclusion zone” with the assistance of the General Contractor and discontinue work in areas affected by the odor.

4) The Subcontractor and General Contractor shall, as soon as possible but no later than the end of the work day of the discovery, complete the attached **Suspect Soil Notification Form and Suspect Soil Location Map** (Appendix A) and email the completed Form and Map to HACLA's representative, and to the representative of the developer for the particular phase of the project in which the suspect soil was found.

5) The General Contractor will also email the **Notification Form and Suspect Soil Location Map** as soon as possible but no later than the end of the work day of the discovery to the appropriately licensed Environmental Professional acting on behalf of HACLA. In addition, telephone calls to notify the Environmental Professional immediately are recommended.

6) The Environmental Professional will respond by visiting the Site within 24-hours of receipt of the Notification Form and Suspect Soil Location Map and will contact the General Contractor and the Subcontractor prior to the Site visit to coordinate the observation of the suspect soil.

7) The Environmental Professional will observe the suspect soil and, if odors are present, monitor the soil with an OVA.

8) Depending on the observations the Environmental Professional will provide further direction on whether the soil requires special handling, sampling and testing, off-Site disposal, or no further action is warranted.

9) Should the suspect soil be deemed VOC-contaminated per Rule 1166, the Section 5.2.3 of this WSMP will apply. The Environmental Professional will submit the necessary notification to the SCAQMD and provide the required air monitoring during the remainder of the earthwork that involves the VOC-contaminated work. Therefore, close coordination between the Subcontractor and the Environmental Professional will be required.

7 SOIL WASTE CHARACTERIZATION

As previously described the Site is divided into two areas: 1) The 21-acre Remediation Area and 2) The remaining 49 acres of the existing Jordan Downs Public Housing Community Area (JDPHCA). The rules for earthwork spoils are different for each of the two areas.

7.1 Remediation Area

The Remediation Area has undergone a remediation under the oversight of the DTSC with approved cleanup criteria which may exceed the typical waste criteria. However, the

remaining soil has been judged suitable for the planned future land uses and the Remediation Area is still in need of several thousand of cubic yards of soil to bring the eastern portion up to subgrade. Therefore, all excess earthwork spoils can be used as fill soil within the Remediation Area. The exceptions to this are as follows:

- New discoveries of Waste soil that, upon sampling and testing, are shown to have concentrations of COCs that exceed the risk-based cleanup goals (RBCGs) established for the Remediation Area; and

- Soil judged by the Environmental Professional to be VOC-contaminated soil under Rule 1166.

Please note that any import into the Remediation Area either from off-Site or from the Jordan Downs Public Housing Community Area must be subject to the protocols described in the *Soil Import Plan for the Jordan Downs Redevelopment Project*.

7.2 Jordan Downs Public Housing Community

Any excess earthwork spoils that need to be exported off the JDRP, must be first sampled and characterized to determine whether it is classified as a waste, and if it is a waste, then whether it is a nonhazardous waste or a hazardous waste, etc. If the soil is determined to be waste, then waste characterization must be performed.

Since the 49-acre Jordan Downs Public Housing Community was not subject to a remediation with oversight by a regulatory agency, site-specific cleanup goals have not been established beyond the published soil screening levels used by DTSC and/or other regulatory agencies.

Certain areas of the JDPHCA have been assessed with regard to lead in the shallow soils and the DTSC concurred the concentrations of lead in the soil meet the standards for residential land use, which is 80 milligrams per kilogram (mg/kg) when calculated as the the 95% upper confidence limit (UCL). However, since statistics are used in this evaluation some lead concentrations may be higher than 80 mg/kg (residential screening level) and soil with lead concentrations at or above 50 mg/kg of lead has the potential to be a hazardous waste if exported from the Site (contrarily, such soil is not considered a hazardous waste if does not leave its place of origin). Due to the extensiveness of the remediation, it is unlikely that soil excavated from within the Remediation Area, with the possible exception of soil immediately adjacent to the southern property line, will be characterized as a hazardous waste, but the potential exists. Please note that soil characterized as a hazardous waste for the purpose of disposal off-Site (e.g., at a landfill) does not preclude it from being considered suitable for use at a residential site.

The applicable portions of the California Water Code and Titles 23 and 27 of the California Code of Regulations (CCR) have been interpreted by regulatory agencies to mean that any soil with detectable concentrations of hazardous substances or metals above published background levels would be a "waste"[3] upon excavation.[4] Any such waste must be transported to a classified waste management unit for treatment, storage, or disposal, or reused in accordance with appropriate local, state, and federal regulations. For example, if soil containing elevated concentrations of lead or petroleum hydrocarbons is identified, it will need to be disposed of at a facility (landfill) with an appropriate permit (i.e., waste discharge requirements).

7.3 Waste Characterization

Soil sampling and characterization shall be conducted in accordance with the United States Environmental Protection Agency's (EPA's) *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (SW-846)[5] sampling and analytical procedures and/or disposal facility requirements.

Various types of waste may be found in the Project area as a result of the historical land use. These wastes may include but are not limited to the following:

- Lead (primarily from the degradation of lead-based paint and aerial deposition from automobiles and factories), and possibly other toxic metals.
- Petroleum hydrocarbons – possibly from consumer spills and disposal of waste oil.
- Burn ash – there is the potential that residual materials from open-pit trash burning may be found, especially at the western end of the Site where private residential properties predate the existing apartment buildings. COCs in burn ash include toxic metals, polynuclear aromatic hydrocarbons (PAHs), and dioxins/furans.

Gasoline and solvents (i.e., volatile organic compounds (VOCs) including halogenated VOCs (HVOCs) are not expected to be found at the Site; however, the possibility always exists that such compounds could be found.

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[3] The California Water Code, Division 7, Chapter 2 Section 13050 (d) defines a waste to include *"any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation … or from any producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to, and for the purposes of, disposal."*

[4] Titles 23 and 27, of the CCR, state that *"Actions taken by or at the direction of public agencies to clean up or abate conditions of pollution or nuisance resulting from unintentional or unauthorized releases of waste or pollutants to the environment; provided wastes, pollutants, or contaminated materials removed from the immediate place of release shall be discharged according to"* appropriate waste classification system promulgated in each of the Titles.

[5] http://www3.epa.gov/epawaste/hazard/testmethods/sw846/online/

The soil characterization process is based upon sequential analysis to assess the relative solubility (mobility) of residual metals or other COCs, as necessary, in soil. In general, waste characterization is based on the concept that the more soluble the COC, the more hazardous the waste classification. For the type of wastes described above, metals are typically the driver for the waste characterization.

The waste characterization process generally consists of the following steps:

1. Visual and olfactory inspection and OVA screening of the waste soil for evidence of VOCs. If odors, staining, or discoloration are present then analyses for petroleum products (EPA Method 8015M for the full carbon range of total petroleum hydrocarbons) and for VOCs by EPA Method 8260B should be performed.

2. For metals, the first step is to conduct an analysis for total metals (Title 22 Metals by EPA Methods 6010B/7471A). If the total metal concentration is greater than the Toxicity Threshold Limit Concentration (TTLC), then the soil is considered a California (non-RCRA) hazardous waste. If it is less than the TTLC, then proceed to the Step 3.

3. If the total concentration of the metal in the sample is less than the TTLC, but equals or exceeds the Soluble Threshold Limit Concentration (STLC) value by 10 times, the soil is further analyzed for that metal by using the Waste Extraction Test (WET) method. If the result of the WET equals or exceeds than the STLC value, then the soil is considered a California (non-RCRA) hazardous waste.

4. If the total concentration of a metal in the soil equals or exceeds the Maximum Concentration of Contaminants for the Toxicity Characteristic (MCCTC) (aka TCLP limit) value by 20 times, the soil is further analyzed by using the Toxicity Characteristic Leaching Procedure (TCLP) analysis method (EPA 1311). If the result of the TCLP equals or exceeds the MCCTC, then the soil is considered to be a RCRA-hazardous waste.

These screening criteria are derived from the nature of the WET and TCLP analysis methodologies which are based on a 10:1 and a 20:1 aqueous dilution of the sample by weight, respectively. Pursuant to EPA's SW-846 waste characterization procedures, statistical analyses are used to calculate the minimum number of samples needed to provide a representative sample population of the soil to be excavated and to provide the 80-percent UCL) of the statistical mean which is used in comparison to the TTLC, STLC or MCCTC. The number of samples required to characterize a given volume of soil is generally dictated by the waste discharge requirements (WDRs) of the disposal/treatment facility. Each landfill has its own set of WDRs and additional analyses or information may be required by the disposal facility.

The characterization of the soil will fall into one of the following five categories:

- **Unrestricted Export Material –** Soils reported to contain concentrations of metals at or below typical residential Soil Screening Levels (SSLs) as used by the DTSC could be considered to be soils that can be reused without restriction. In general, this is likely to only apply to soil excavated from undisturbed formational soil.

- **Nonhazardous Waste -** Soils reported to contain concentrations of metals (or other similarly regulated COCs) that are less than the TTLC, and have soluble concentrations less than the STLC and MCCTC, but are above the SSLs, or contain other COCs such as petroleum products, VOCs, PAHs, etc., are soils that would require disposal at a permitted disposal facility as a nonhazardous waste.

- **California Hazardous/Non RCRA Waste -** Soils reported to contain concentrations of metals (or other similarly regulated COCs) that are greater than TTLC and which require disposal at a Class I disposal facility as a federal RCRA hazardous waste./or soluble concentrations that exceed the STLC but do not exceed the MCCTC are soils that require disposal at a Class I disposal facility within California as a California Hazardous (non-RCRA) Hazardous Waste or transported out of the state and disposed of as a nonhazardous waste. For the latter, please note that for the purpose of transporting the waste within the State of California, the waste would still be classified as a hazardous waste.

- **RCRA Waste -** Soils reported to contain concentrations of metals (or other similarly regulated COCs) that have soluble concentrations that exceed the MCCTC are soils

All stockpiled or containerized soil deemed to be a waste shall be removed from the Project Site within 90 calendar days except if required to be removed within a shorter time period under other regulations such as Rule 1166.

8 STOCKPILE MANAGEMENT

It is understood that it will be necessary for excavated waste soil, or soil suspected to be a waste, to be stockpiled or containerized and stored on-Site. If stockpiled, the soil must be placed on plastic sheeting or another impervious surface, and covered by plastic sheeting to prevent storm water infiltration/runoff, and fugitive emissions of dust and vapors. When used, all containers must include sealable or lockable lids to prevent fugitive emissions of vapor or odors and infiltration of water during rain events. All containers and stockpiles must be appropriately labelled with the type of waste, date of generation, name and phone number of the Subcontractor responsible for the management and handling of the container(s).

With the exception of soil deemed to be VOC-contaminated per Rule 1166, stockpiles of soil suspected to contain COCs shall be stockpiled or containerized per the protocols listed below. VOC-contaminated soils shall be managed pursuant to the requirements within Rule 1166.

- Place soil on a liner of 6-mil (minimum) plastic sheeting of sufficient size to allow for the lapping of the plastic approximately one-third to one-half the way up the sides of the stockpile.
- Moisten to minimize dust emissions during stockpiling (no runoff is to be created during this process). Water shall be used for dust control whenever soil is added to or taken from the stockpile.
- Cover the stockpile with 6-mil plastic sheeting to minimize and prevent potential pollutant runoff from stockpile due to rain. The sheeting shall extend to the ground and be secured by sand/gravel bags The sheeting must be maintained in good condition, adequately held in place to minimize wind damage, and repaired as necessary.
- Alternatively, excavated soil can be stored in 55-gallon Department of Transportation (DOT)-approved drums, or covered roll-off bins.

9 SOIL LOADOUT AND TRANSPORTATION

All loading and export activities of soil confirmed to contain concentrations of COCs that require off-Site disposal shall be conducted in a manner that minimizes fugitive dust and odor emissions. All loading activities shall be conducted within a HAZWOPER exclusion zone. All hazardous waste operations shall be conducted in accordance with DOT hazardous waste regulations contained in 40 CFR Part 171.

9.1 Transportation Haul Route

The export of all soil from the Site shall be in accordance with all applicable local, state, and federal regulations governing the transportation of nonhazardous and hazardous waste. All drivers shall be appropriately licensed and insured. The Subcontractor must submit and obtain approval of a Haul Route from the City of Los Angeles and shall only use major thoroughfares and minimize trucking through residential areas and adjacent to schools.

9.2 Recordkeeping/Manifests

The Subcontractor shall manage the documentation of all the waste profiling and soil loading including daily logs of the trucks loaded, a description of which stockpiles were

loaded (soil source), the truck identification on to which the soil is loaded, date and time of loadout, and the completed manifest used to track the transportation of the soil or waste. Standard uniform hazardous and nonhazardous waste manifests will be used to track the transportation and disposal of waste soil.

All manifests and waste profiles shall be signed by an authorized representative of HACLA.

Upon receiving completed manifest and weight ticket, the Subcontractor shall reconcile all manifests to ensure they are appropriately completed. The Subcontractor shall provide "Generator" copy to the General Contractor who must provide it to HACLA within 10 days of the soil being exported.
The Subcontractor shall provide copies of the truck logs, final manifests signed by the disposal facility and associated weight tickets to the General Contractor within 5 days of receipt from the disposal facility and the General Contractor will provide them to HACLA within 5 days of receipt from the Subcontractor.

The Subcontractor shall ensure the proper distribution of all copies of nonhazardous and hazardous manifests.

FIGURES

LEGEND

- Approximate Site boundaries 70-acre Jordan Downs Redevelopment Project
- Approximate boundaries of the 21-acre Jordan Downs Remediation Area
- Approximate boundaries of the existing 49-acre Jordan Downs Public Housing Community

DISCLAIMER: All dimensions are approximate and are for illustrative purposes only. The dimensions shall not be relied upon for any purpose.

N

NOT TO SCALE

Client: Housing Authority of the City of Los Angeles
c/o JDRM c/o Bridge Housing Corporation
20321 Irvine Avenue, Suite F-1
Newport Beach, CA 92660

Site: Jordan Downs Redevelopment Project
9901 South Alameda Street
Los Angeles, CA 90002

SITE BOUNDARIES

JORDAN DOWNS REDEVELOPMENT PROJECT
WASTE SOIL MANAGEMENT PLAN

Project No: C.2017.05.01.01

Date Drafted: 06/12/2017

FIGURE 1

C. SPENGLER STRATEGIES
INNOVATIVE CONSTRUCTION + ENVIRONMENTAL SOLUTIONS
2423 BURGENER BLVD. SAN DIEGO, CA 92110 619.733.8803

LEGEND

- Approximate boundaries of the Jordan Downs Remediation Area
- Approximate location of UST1 and residual gasoline concentrations
- Approximate locations of potential residual petroleum (diesel and oil) concentrations
- Approximate locations of potential residual volatile organic compounds (VOCs) concentrations
- **COCs/COPCs** Constituents of concern/constituents of potential concern
- (11) New Lot Number

DISCLAIMER: All dimensions are approximate and are for illustrative purposes only. The dimensions shall not be relied upon for any purpose.

N

NOT TO SCALE

Client: Housing Authority of the City of Los Angeles
c/o JDRM c/o Bridge Housing Corporation
20321 Irvine Avenue, Suite F-1
Newport Beach, CA 92660

Site: Jordan Downs Redevelopment Project
9901 South Alameda Street
Los Angeles, CA 90002

AREAS OF POTENTIAL RESIDUAL COC/COPC CONCENTRATIONS

JORDAN DOWNS REDEVELOPMENT PROJECT
WASTE SOIL MANAGEMENT PLAN

Project No: C.2017.05.01.01

Date Drafted: 06/12/2017

FIGURE 2

C. SPENGLER STRATEGIES
INNOVATIVE CONSTRUCTION + ENVIRONMENTAL SOLUTIONS
2423 BURGENER BLVD. SAN DIEGO, CA 92110 619.733.8803

APPENDIX A

SUSPECT SOIL NOTIFICATION FORM AND LOCATION MAPS

Jordan Downs Redevelopment Project
Suspect Soil Notification Form

DATE	
PROJECT PHASE (circle one)	1A 1B 2A 2B 3A 3B 4A 4B 5A 5B 6A 6B RETAIL

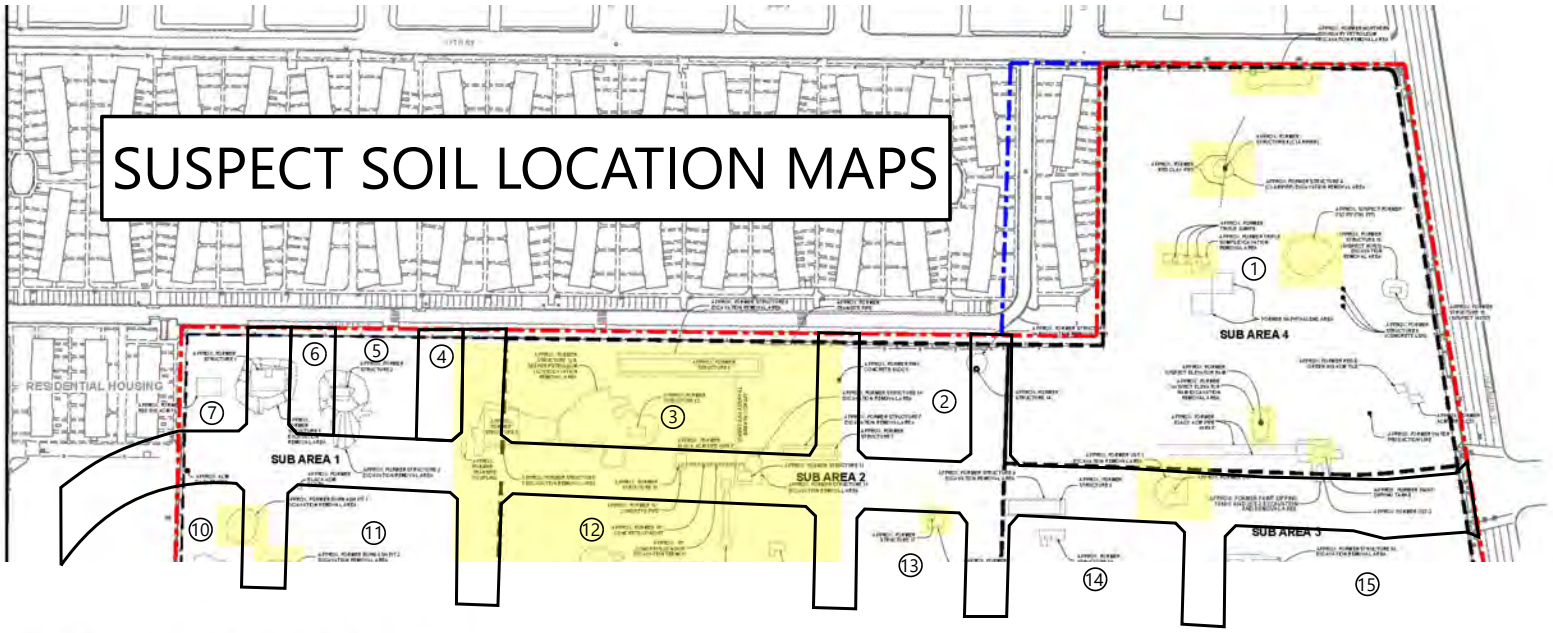
Entity	Company Name	Contact Name	Email	Phone Number
Developer				
General Contractor				
Subcontractor				

Type of Work Involved		
Description of Suspect Soil		
Has the Work Area Been Isolated?	YES NO	If not, isolate the area of the suspect soil immediately to prevent further disturbance or exposure.
Location of the Suspect Soil (provide both horizontal and depth information) (mark the location on the attached map)		

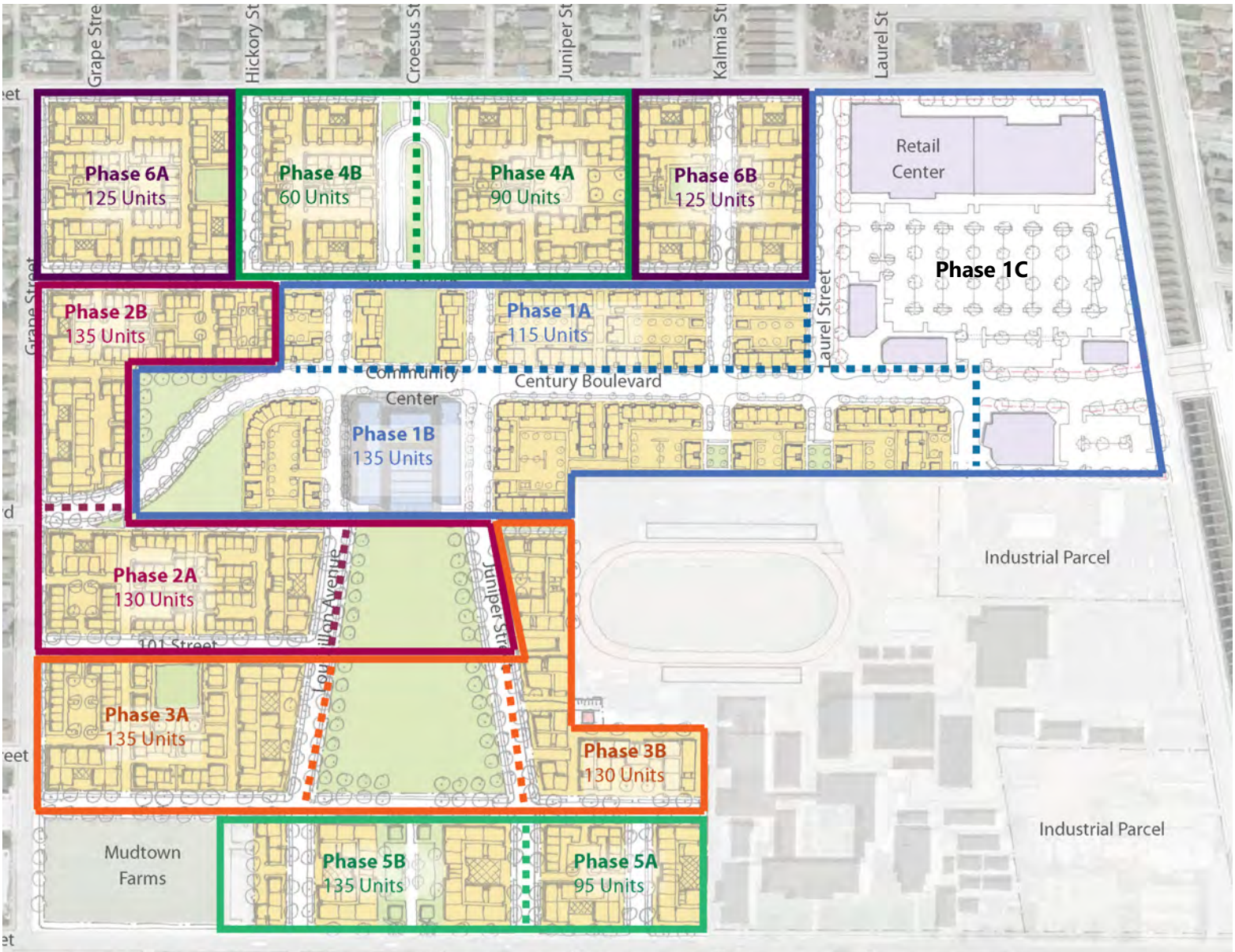
Promptly email this notification and location map to Ramin.Kianfar@hacla.org and to the Developer's main contact person.

IF THERE IS A CONDITION JUDGED TO BE IMMEDIATELY DANGEROUS TO LIFE OR HEALTH
CALL 911 IMMEDIATELY AND REQUEST THE HAZ MAT TASK FORCE (HMTF)
BEFORE COMPLETING THIS FORM.

SUSPECT SOIL LOCATION MAPS



CLEARLY MARK THE LOCATION OF THE SUSPECT SOIL
USE UPPER MAP IF IT'S IN THE REMEDIATION AREA
USE LOWER MAP FOR ALL OTHER AREAS



DISPOSITION AND DEVELOPMENT AGREEMENT

for the

REDEVELOPMENT OF THE JORDAN DOWNS PUBLIC HOUSING COMMUNITY

Phase H2A Multi-Family Rental Development

by and among

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

and

JORDAN DOWNS 3, LP

DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE JORDAN DOWNS PUBLIC HOUSING COMMUNITY

Phase H2A Multi-Family Rental Development

This Disposition and Development Agreement for the Redevelopment of the Jordan Downs Public Housing Community (this "**Agreement**") is entered into and effective as of [April ___], 2022 (the "**Effective Date**") by and among the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic (the "**Authority**"), and Jordan Downs 3, LP, a California limited partnership (the "**Partnership**" or "**Developer**") The Authority and the Partnership are collectively referred to herein as the "**Parties**."

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Section 1.1 of this Agreement. The Parties intend to refer to those definitions in connection with their use in these Recitals.

B. The Authority is the owner of real property located in the Watts Community of the City of Los Angeles occupied by the Jordan Downs Public Housing Community ("**Jordan Downs Site**") as well as a neighboring site known as 9901 Alameda Street ("**9901 Alameda**"). The Authority intends to redevelop the Jordan Downs Site and 9901 Alameda in multiple phases.

C. The Authority issued a Request for Qualifications on September 7, 2011, to seek one or more private developers to serve as master developer for the Jordan Downs Site and 9901 Alameda and through a competitive selection process selected Jordan Downs Community Partners LLC, a California limited liability company ("**Master Developer**"), a joint venture of BRIDGE and The Michaels Development Company I, L.P., a New Jersey limited partnership ("**Michaels**"), as master developer for the Jordan Downs Site.

D. The Authority, Master Developer, BRIDGE and Michaels are parties to that certain Master Development Agreement for the Redevelopment of the Jordan Downs Public Housing Community, dated August 1, 2012, as amended by that certain (i) Assignment of Rights to Develop the Retail Site and First Amendment to Master Development Agreement, dated July 13, 2017, (ii) Second Amendment to Master Development Agreement, dated October 4, 2017, and (iii) Third Amendment to Master Development Agreement, dated July 7, 2020, as may be further amended and assigned ("**Master Development Agreement**").

E. Phase H2A of the redevelopment ("**Phase H2A**" or the "**Project**") will include seventy-six (76) residential dwelling units, including sixty-one (61) units operated and maintained as low income housing tax credit units ("**Tax Credit Units**"), and related site improvements ("**Improvements**") to be constructed on the real property described and depicted in Exhibit A attached hereto (the "**Phase H2A Site**"). The Parties intend for this Agreement govern the development of the Project.

F. In order to finance the construction and development of the Project, the Developer

has applied for and received the construction and permanent financing described in the Financing Plan (as defined in Section 1.1).

G. HUD issued a Rental Assistance Demonstration (RAD) Conversion Commitment for nine (9) units ("**RAD Units**") of public housing to convert to Section 8 Project Based Vouchers at the Project on [_____], 2022 and the Authority has agreed to provide Section 8 Project Based Voucher subsidy for forty-five (45) units ("**PBV Units**") at the Project. The RAD Units and thirty (30) PBV Units are designated as "replacement units" under that certain HUD FY2019 Choice Neighborhoods Initiative ("**CNI**") Implementation Grant Agreement Number CA9D004CNG119 between HUD and the Authority and will replace public housing units that will be demolished at the Jordan Downs Site ("**Replacement Units**"). The RAD Units and PBV Units will be Tax Credit Units and the Project will include one (1) managers' unit.

H. The Project will be developed as described in the Scope of Development attached hereto as Exhibit B.

I. To facilitate the Project, as of the date hereof, the Authority has entered into the Ground Lease with the Partnership that conveys a leasehold interest in the Phase H2A Site. The Partnership will own and operate the Improvements, and will lease the RAD Units and PBV Units pursuant to the requirements of this Agreement, the Authority Loan Documents, the Ground Lease, the RAD program, the CNI grant program and other applicable financing programs. As of even date herewith, the Authority and the Partnership have entered into agreements providing the Authority with a Right of First Refusal and Purchase Option to acquire Phase H2A after expiration of the Tax Credit Compliance Period.

J. The Authority and the Partnership desire to enter into this Agreement to set forth certain terms of development not addressed in the Authority Loan Documents or Ground Lease.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the promises, covenants, representations, warranties, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

"**Act**" means the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.),* as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

"**Agreement**" means this Agreement including all exhibits attached hereto and made a part hereof.

"**Authority**" means the Housing Authority of the City of Los Angeles, a public body corporate and politic, organized pursuant to Section 34200, *et seq.* of the California Health and Safety Code, as amended, including any successor in interest or assigns by act of the Authority, or by operation of law, or otherwise.

"**Authority Board**" means the Board of Commissioners of the Authority.

"**Authority Loan Documents**" means the deeds of trust, loan agreement and notes evidencing the loans from the Authority to the Partnership of approximately even date herewith.

"**BRIDGE**" means BRIDGE Housing Corporation, a California nonprofit benefit corporation.

"**City**" means the City of Los Angeles, California.

"**Closing**" means the close of escrow for conveyance of a leasehold interest in the Phase H2A Site by the Authority to the Partnership, pursuant to the Ground Lease.

"**Concept Plan**" means the conceptual rendering of the Improvements to be constructed as part of the Project attached hereto as Exhibit C, as the Parties may revise from time to time.

"**Developer**" means the Partnership.

"**Developer Fee**" shall mean the fee to be earned by BRIDGE for the Project, a portion of which will be deferred as provided in the Financing Plan.

"**Financing Plan**" means the plan for financing the Project, including the development budget for the Project and sources and uses analysis, as attached hereto as Exhibit D, as such may be amended by mutual agreement of the Parties from time to time.

"**Ground Lease**" means that certain Ground Lease Agreement by and between the Authority and the Partnership for the Phase H2A Site to be executed and delivered in conjunction with the Closing for the Project.

"**HCD**" means the California Department of Housing and Community Development.

"**HUD**" means the U.S. Department of Housing and Urban Development.

"**Jordan Downs Site**" means the original Jordan Downs public housing development site, as described Recital B.

"**Master Developer**" means Jordan Downs Community Partners, LLC, a California limited liability company.

"**Partnership**" means Jordan Downs 3, LP, a California limited partnership.

"**Phase H2A Site**" means the portion of the Jordan Downs Site and 9901 Alameda on which the Project is to be constructed, as generally described and depicted in Exhibit A.

"**Scope of Development**" means the description of the basic physical characteristics of Phase H2A, including: Scope of Development Narrative, Basic Site Plan, Schedule of Performance Unit Distribution Chart, Parking and Physical Goals and Requirements. The Scope of Development is attached hereto as Exhibit B.

"**Tax Credit Compliance Period**" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986 starting with the first year of the credit period.

Section 1.2 List of Exhibits. The following exhibits are attached hereto and incorporated into this Agreement by this reference:

Exhibit A: Description and Map of Phase H2A Site
Exhibit B: Scope of Development
Exhibit C: Concept Plan
Exhibit D: Financing Plan
Exhibit E: Relocation Plan

ARTICLE II
PHASE H2A – THE PROJECT

Section 2.1 Scope of Development. As more fully described in the Scope of Development, the Project will consist of the construction on the Phase H2A Site of (a) seventy-six (76) residential units of which sixty-one (61) residential units shall be Tax Credit Units; fourteen (14) units shall be unrestricted market rate units; and one (1) residential unit shall be a resident manager unit (collectively, the "**Improvements**"); and (ii) the preliminary unit types, with their associated square footage, bedroom distribution and program designation (i.e. RAD, PBV, or unrestricted) are described in Exhibit B.

Section 2.2 Affordability Requirements. As of even date herewith, the Authority and the Partnership have entered in to a Declaration of Covenants for the Development and Operation of Affordable Housing in favor of HCD ("**HCD Covenant**") and recorded the HCD Covenant against the Authority's fee interest in the Phase H2A Site, as well as a Rental Assistance Demonstration Use Agreement and CNI Declaration (as defined in the Ground Lease) in favor of HUD, which will be superior to the HCD Covenant.

Section 2.3 Financing Plan. The approved Financing Plan is attached hereto as Exhibit D. Except as otherwise set forth in the Ground Lease and Authority Loan Documents, any changes in the Financing Plan must be approved by the Authority in accordance with this Agreement.

Section 2.4 Relocation.

(a) The Authority shall be responsible for relocating selected residents from the Jordan Downs Site pursuant to the Relocation Plan attached hereto as Exhibit E (the "**Relocation Plan**"). The Authority shall also be responsible for the costs associated with relocating any residents from the Jordan Downs Site pursuant to the Relocation Plan. The Authority has budgeted $217,950.00 for the costs of relocating residents from Jordan Downs to the Replacement Units.

(b) The Partnership acknowledges that pursuant to Relocation Plan and Section 1.2.3. of the Master Development Agreement, the Authority is utilizing "build first" approach to the multiphase redevelopment of the Jordan Downs Site (the "**Build-First Approach**"). Under the Build-First Approach, the Partnership is required to construct the Replacement Units at Phase H2A prior to the demolition of existing occupied public housing units at the Jordan Downs Site to permit public housing residents of the Jordan Downs Site to move directly from an existing public housing unit to a Replacement Unit. The Partnership acknowledges that timely delivery of completed Replacement Units is required for the Build-First Approach and for the Authority to vacate, demolish and deliver future redevelopment phases of the Jordan Downs Site (each, a "**Future Phase Site**") in Clean and Buildable Condition (as defined in the Master Development Agreement).

(c) In the event the Authority temporarily moves any household of a Future Phase Site (each, an "**Temporary Move**") because the Replacement Units are not available for occupancy on or before December 31, 2023, which date may be extended to the construction completion date permitted by the California Tax Credit Allocation Committee or the U.S. Internal Revenue Service for the Project's allocation of low income housing tax credits, then the Partnership shall reimburse the Authority for costs associated with such Temporary Moves (the "**Temporary Move Reimbursement**"). The Temporary Move Reimbursement shall be limited (i) $5,000 per month for each Temporary Move and (ii) $100,000 in the aggregate for all Temporary Moves. The Partnership shall pay the Temporary Move Reimbursement to the Authority within sixty (60) days of receiving a written request for reimbursement from the Authority.

Section 2.5 Business Terms. The Parties have agreed to the following terms:

(a) For services performed and to be performed by the Authority, the Partnership shall pay the Authority fees as follows: (i) $220,000 in connection with Authority's relocation and coordination for the Project of which $85,008 shall be paid at Closing and the balance shall paid at conversion to permanent financing; and (ii) $220,000 in connection with the Authority's regulatory compliance monitoring and oversight functions of which $85,008 shall be paid at Closing and the balance shall paid at conversion to permanent financing.

(b) The Partnership shall pay the Authority a Fifty Thousand Dollar ($50,000) fee at Closing for the Authority's monitoring of Davis Bacon compliance for the Project.

(d) The Partnership shall reimburse the Authority for third-party costs associated with the Closing of the Phase H2A including, but not limited to, legal fees and consulting fees, up to a

maximum of One Hundred Fifty Thousand Dollars ($150,000). The Authority shall provide Partnership a total of all third-party costs incurred prior to Closing.

(c) The Partnership shall not charge interest on any deferred Developer Fee.

Section 2.6 Additional Financing. Developer shall make good faith effort to apply for and obtain an Affordable Housing Program loan ("**AHP Loan**") from the Federal Home Loan Bank ("**FHLB**"). Developer shall ensure that any AHP Loan application includes provisions that allot any amount awarded to (a) pay construction escalation costs in the Approved Development Budget (as defined in the Loan Documents), as amended with the written approval of the Authority, and (b) repay the Authority Bridge Loan (as defined in the Loan Documents), to the extent permitted by FHLB program rules governing uses of AHP proceeds. In the event of negligence in applying for any AHP Loan, (i) Developer shall reapply if there is an available AHP Loan application round for which Phase H2A is qualified, and (ii) in the event Developer fails to reapply, or cannot find a qualifying round to reapply for, the Authority shall receive eighty percent (80%) of any net cash flow from the Improvements designated for the general partner of the Partnership. The Partnership shall provide the Authority a copy of any AHP Loan application and a reasonable period of time to review such application prior to submitting to FHLB; provided, the Authority is not required to approve any AHP Loan application documents. For the purposes of this Section, "negligence" includes, at a minimum, failure to timely apply and failure to submit the required AHP Loan application materials.

Section 2.7 Certificate of Completion.

(a) Within ten (10) days after written request by Developer following completion of construction of Phase H2A in accordance with the Construction Plans and, if applicable, upon Developer's obtaining a certificate of occupancy or temporary certificate of occupancy from the City, the Authority shall deliver to Developer a Certificate of Completion for Phase H2A (the "**Certificate of Completion**"). For purposes of this Section 2.6 "**Construction Plans**" shall have the meaning set forth in the Authority Loan Documents of even date herewith.

(b) The Authority shall not unreasonably withhold a Certificate of Completion, but shall not be obligated to issue such Certificate of Completion until construction of Phase H2A has been completed in accordance with the Construction Plans. Such Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of Phase H2A in accordance with this Agreement, the Ground Lease, and the Authority Loan Documents. In the event any requirements of this Agreement, including, but not limited to, construction of Phase H2A in conformance with the Construction Plans, have not been fully satisfied by Developer as of the date of Developer's request for a Certificate of Completion, the Authority may deny Developer's request for a Certificate of Completion or issue the Certificate of Completion subject to such conditions subsequent as the Authority may deem necessary to ensure full satisfaction with the requirements of this Agreement.

(c) The Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the Recorder of Los Angeles County. If Authority fails to deliver the Certificate of Completion within ten (10) business days after written request from Developer, Authority shall provide Developer with a written statement of its reasons (the "**Statement of Reasons**")

within such ten (10)-day period. The statement shall also set forth the actions Developer must take to be entitled to obtain the Certificate of Completion. If the reasons are confined to the immediate unavailability of specific items or materials for landscaping, or to so-called "punch list" items identified by Authority, Authority shall issue the Certificate of Completion no later than five (5) days following the delivery of a bond or letter of credit by Developer to the Authority in an amount representing Authority's estimate of the cost to complete the work, or other security deemed sufficient by the Authority to ensure completion of the work. Notwithstanding any other provision of this Agreement, the failure by Authority to issue a Certificate of Completion or Statement of Reasons within any period of time after request by Developer shall not be deemed to constitute Authority's concurrence that construction of Phase H2A has been completed as required by this Agreement or the Authority Loan Documents; however, this shall not relieve the Authority of its obligation to issue a Certificate of Completion in accordance with this Section.

(d) Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any lender except the Authority, or any other person or entity. Such Certificate of Completion is not notice of completion as referred to in Section 3093 of the California Civil Code. Such Certificate of Completion shall not be deemed to constitute satisfaction of any continuous obligations of the Developer under the Authority Loan Documents.

(e) As a condition of issuance of the Certificate of Completion, Developer's construction manager/contractor and architect shall certify that Phase H2A has been constructed in compliance with all applicable disabled access requirements as of the date of the completion (when the last certificate of occupancy is issued by the City).

ARTICLE III
TERMINATION

Section 3.1 Events of Default by the Developer.

(a) The following shall constitute an "**Event of Default**" by the Developer:

(1) if the Partnership shall materially breach or fail to diligently pursue its obligations under this Agreement (other than due to Force Majeure as defined in Section 3.1(b) below) and such failure shall continue after expiration of any applicable notice and cure period granted under the Authority Loan Documents; or

(2) any fraud or willful misconduct on the part of the Partnership or any of its general partners; or

(3) if the Partnership or any of its general partners (i) is or becomes insolvent or bankrupt or otherwise ceases to pay its debts as they mature or makes any arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for the Project or for any substantial part of either; (ii) institutes any bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding under the

laws of any jurisdiction, or any such proceeding is instituted against the Developer in any jurisdiction which is not stayed or dismissed within ninety (90) days after its institution; (iii) files any action or answer admitting, approving or consenting to any such proceeding; (iv) becomes subject to levy of any distress, execution or attachment upon its property which interferes with its performance hereunder, and the Developer fails within ninety (90) days to discharge such levy, execution or attachment, or to substitute another entity (whether or not an affiliate) acceptable to the Authority to perform the obligations of the Developer without material delay in performance; or (v) is convicted of any criminal offense or violation of law.

(b) A material Event of Default hereunder by the Developer with respect to any portion of the Project shall constitute an Event of Default by the Developer for which the Authority may exercise any of its remedies under this Agreement with respect to the Developer.

(c) For purposes of this Article III, "**Force Majeure**" shall mean an act or event outside of the Developer's control, including, as applicable, (a) acts of God, or of a public enemy, (b) court order, acts, delays, failure or refusal to act on the part of a governmental entity in either its sovereign or contractual capacity, (c) acts of a contractor other than Developer, or subcontractor, in the performance of an agreement with the Authority (and not pursuant to a contract with the Developer), (d) riots, war or acts of terrorism, (e) fires, (f) floods or earthquakes, epidemics, (g) quarantine restrictions, (h) strikes or lockouts, (i) freight embargoes, (j) litigation, (l) non-issuance of permits, (m) lack of HUD approval (n) unusually severe weather, (m) the presence of unknown Hazardous Substances and Materials (as defined in the Ground Lease) or archeological finds, and (o) delays of subcontractors or suppliers at any tier arising from unforeseeable causes. To claim Force Majeure as an excuse for failure to perform, Developer must prove that (i) the Force Majeure event is directly related to Developer's inability to perform an obligation described in this Agreement, (ii) Developer took reasonable steps to minimize delay or damages caused by foreseeable events, (iii) Developer substantially fulfilled all non-excused obligations of this Agreement and (iv) Developer timely notified the Authority of the likelihood or actual occurrence of a Force Majeure event. Upon completion of the Force Majeure event, Developer must as soon as reasonably practicable recommence the performance of its obligations under this Agreement in a manner that minimizes the effects of the stoppage or delay caused by the Force Majeure event.

Section 3.2 Events of Default by the Authority.

(a) The following shall constitute an "**Event of Default**" by the Authority, if the Authority shall fail to perform its obligations under this Agreement and such failure shall continue after written notice and a reasonable cure period.

(b) It shall not be an Event of Default if any failure by Authority arises due to Force Majeure (excluding Section 3.1(b)(iii) and (xvii)).

Section 3.3 Procedure for Termination for Cause/Remedies.

(a) The occurrence of any event described in Section 3.1 and 3.2 herein shall not constitute an Event of Default unless the non-defaulting Party has delivered written notice of

default to the defaulting Party, and such defaulting Party shall fail to cure the default within thirty (30) days from its receipt of such notice or, if such cure cannot reasonably be completed within such thirty (30) day period, fails to commence such cure or having commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time period thereafter, provided that such time period does not exceed 120 days.

(b) Upon the occurrence of an Event of Default by any Party, the non-defaulting Party shall be entitled to all remedies permitted by law or at equity, including but not limited to specific performance. Notwithstanding any provision herein to the contrary, in no event shall any party be liable for consequential damages or special damages arising out of or relating to this Agreement. The Authority's remedies under this Agreement shall be limited to the remedies set forth in the Authority Loan Documents.

(c) Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, are cumulative, and not in derogation of other rights and remedies found in this Agreement, or in the Authority Loan Documents or in the Ground Lease. The exercise by any Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach, or the exercise of any of such remedies for any other default or breach by any other Party. No waiver made by a Party with respect to the performance, or manner or time of performance, or any obligation of another Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of any other Party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of any other Party.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Term. This Agreement shall commence upon the Effective Date, and unless sooner terminated in accordance with the provisions herein shall terminate upon satisfaction of the provisions of Sections 2.4, 2.5 and 2.6 herein.

Section 4.2 Decision Standards. In any approval, consent or other determination by any Party required under this Agreement, the Party shall act reasonably and in good faith, unless a different standard is explicitly stated.

Section 4.3 Notices. Any notice or other communication given or made pursuant to this Agreement shall be in writing, and shall be deemed given if (i) delivered personally or by courier, (ii) telecopied, (iii) sent by overnight express delivery, or (iv) mailed by registered or certified mail (return receipt requested), postage prepaid, to a Party at its respective address set forth below (or at such other address as shall be specified by the Party by like notice given to the other Party):

If to the Authority: Housing Authority of the City of Los Angeles

2600 Wilshire Blvd., Third Floor
Los Angeles, CA 90057
Attn: President and Chief Executive Officer

with a copy to: Reno & Cavanaugh, PLLC
455 Massachusetts Avenue NW, Suite 400
Washington, DC 20001
Attn: Megan Glasheen, Esq.

and a copy to: Housing Authority of the City of Los Angeles
2600 Wilshire Blvd., Third Floor
Los Angeles, CA 90057
Attn: General Counsel

If to the Developer: Jordan Downs 3, LP
c/o BRIDGE Housing Corporation
1301 Dove Street, Suite 920
Newport Beach, CA 92660
Attn: Kimberly McKay

with copy to: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attn: President and Chief Executive Officer

and a copy to: Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Heather Gould

and a copy to: Wells Fargo Affordable Housing
Community Development Corporation
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Director of Tax Credit Asset Management

and a copy to: Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attn: Philip C. Spahn

Section 4.4 Time of Performance.

(a) Expiration. All performance dates (including cure dates) expire at 5:00 p.m., Los Angeles, California time, on the performance or cure day, subject to subsection (b).

(b) Weekends and Holidays. A performance date which falls on a Saturday, Sunday or Authority holiday is deemed extended to the next working day.

(c) Days for Performance. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

Section 4.5 Amendment. Neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the Parties.

Section 4.6 Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

Section 4.7 Authority Approvals.

(a) For all actions requiring Authority approval, Developer shall submit the request for approval and supporting information with a notice that bears a bold face legend substantially as follows: "Important: Your Response is Required in insert number of days from applicable provision of this Agreement Days."

(b) The Authority shall have a specified number of days to respond in writing. Authority's response, if not an approval, must include the basis for any objection and suggested modifications to obtain approval. For issues identified in this Agreement, this Agreement identifies the number of days that Authority shall have to respond. For issues not specified, the amount of response time shall be stated in the notice, and shall be proportionate to the type and magnitude of the decision. For example, but not in limitation, the decision time for emergency situations shall be shorter than the time for review and approval of budgets.

(c) If the Developer does not receive a response within the specified number of days, it may send the Authority a notice of non-response, which shall be delivered to the President and Chief Executive Officer of the Authority in accordance with the formal notice provisions hereof and which shall bear the bold-faced legend, "Important: Notice of Non-response." Following the giving of this notice, the Authority will have five (5) days in which to respond. If the Authority does not respond within such five (5) days, the Authority shall be deemed to have approved the action.

(d) Whenever this Agreement calls for Authority approval, consent, or waiver, the written approval, consent, or waiver of the President and Chief Executive Officer of the Authority or his or her designee shall constitute the approval, consent, or waiver of the Authority, without further authorization required from the Authority Commission. The Authority hereby authorizes the President and Chief Executive Officer or his or her designee to deliver such approvals or consents as are required by this Agreement, or to waive requirements under

this Agreement, on behalf of the Authority. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies and no consent or approval shall be unreasonable delayed. The President and Chief Executive Officer or his or her designee is also hereby authorized to approve, on behalf of the Authority, requests by Developer for reasonable extensions of time deadlines set forth in this Agreement. The Authority shall not unreasonably delay in reviewing and approving or disapproving any proposal by Developer made in connection with this Agreement.

Section 4.8 Representatives. To facilitate communication, the Parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

Authority:	Jenny Scanlin
Developer:	Kimberly McKay

Section 4.9 Further Assurances. Each Party will promptly execute and deliver without further consideration such additional agreements and other documents as the other Parties may reasonably request to carry out the transactions contemplated herein, so long as the Parties' rights and obligations thereunder are not substantively affected, modified or otherwise altered by such additional agreements and other documents, except as mutually agreed to between the Parties. Whenever this Agreement requires any Party to submit matters to another Party for approval, and there is no time specified herein for such approval, the submitting Party may submit a letter requiring approval or rejection by the other Party of the documents or matter submitted within twenty (20) days after submission or within sixty (60) days of submission if the document or matter requires approval by the Authority Board (unless another time frame is expressly set forth herein), and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving Party, all approvals required hereunder by any Party shall be reasonable and not unreasonably withheld, conditioned or delayed.

Section 4.10 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

Section 4.11 Interpretation and Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 4.12 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

Section 4.13 Final Agreement. This Agreement, together with all Exhibits attached hereto, represents the final agreement of the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous oral or written agreements of the Parties. There are no unwritten oral agreements between the Parties.

Section 4.14 Limitation of Liability. Except as may be expressly set forth herein, no present or future member, partner, shareholder, participant, employee, agent, commissioner, director, or officer of or in Developer or any transferee shall have any personal liability, directly or indirectly, under or in connection with this Agreement; provided, however, that the foregoing shall not void or diminish the obligations of Developer under this Agreement. No present or future employee, agent, commissioner, director, or officer of or in the Authority shall have any personal liability, directly or indirectly, under or in connection with this Agreement; provided, however, that the foregoing shall not void or diminish the obligations of the Authority under this Agreement.

Section 4.15 Developer Not an Agent. No provision of this Agreement and no acts of the Parties shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

Section 4.16 Conflict of Interest. Developer represents and warrants that to its actual knowledge, no member, official, employee, agent, consultant or contractor of the Authority or the City has any direct or indirect personal interest in this Agreement or participated in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested. Developer further represents and warrants to the Authority that it has not paid or given, and will not pay or give, to any third party (other than as specifically set forth in this Agreement) any money or other consideration for obtaining this Agreement.

Section 4.17 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorized representatives of the Authority and Developer, as applicable.

Section 4.18 Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

Section 4.19 Headings; Exhibits. The headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions. The Exhibits attached hereto are hereby incorporated into this Agreement by this reference.

Section 4.20 Construction. Whenever the context of any provisions hereof shall require it, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. The terms “herein”, “hereof”, “hereto”, “hereunder” and similar terms refer to this Agreement and not to any particular section or subsection of this Agreement. The terms “include” and “including” shall be interpreted as if

followed by the words "without limitation". All references in this Agreement to sums denominated in dollars or with the symbol "$" refer to the lawful currency of the United States of America, unless such reference specifically identifies another currency.

Section 4.21 Cumulative Rights. The rights, powers, options, and remedies given to the Parties under this Agreement shall be cumulative, except as otherwise specifically provided for in this Agreement.

Section 4.22 Business Licenses. The Developer has obtained or will obtain all licenses required to conduct its business in the City, and is not in default of any fees or taxes due to the City.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized signatories effective on or as of the date written at the commencement of this Agreement.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

APPROVED AS TO FORM:
Authority Senior Staff Attorney

By: _____
Becky Churchill Clark, Esq.

APPROVED AS TO FORM AND LEGALITY:
RENO & CAVANAUGH, PLLC
Authority Special Counsel

By: _____
Megan Glasheen, Esq.

SIGNATURES CONTINUE ON FOLLOWING PAGE(S)

PARTNERSHIP:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT A

Description and Map of Phase H2A Site

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

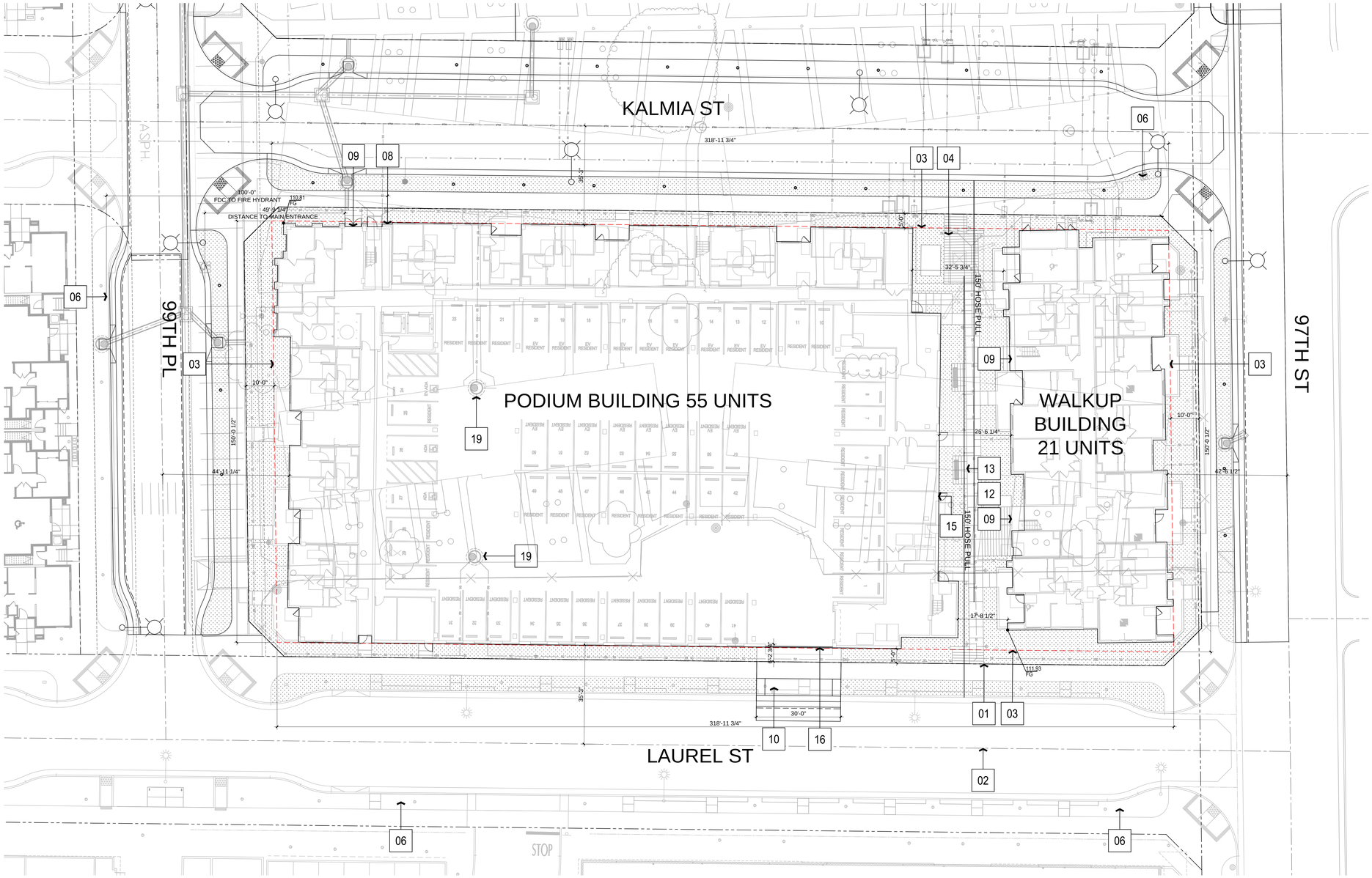
THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.



ARCHITECTURAL SITE PLAN NOTES

1. THIS ARCHITECTURAL SITE PLAN IS FOR BUILDING IDENTIFICATION ONLY. SETBACKS AND ALL HORIZONTAL AND VERTICAL DIMENSIONS SHALL BE VERIFIED WITH THE CIVIL DRAWINGS.
2. REFER TO CIVIL DRAWINGS FOR ALL PROPERTY LINES, EASEMENTS, TOPOGRAPHY, ROUGH GRADING, PRECISE GRADING, STREET/SITE, IMPROVEMENTS, CURBS, RAMPS, AND UTILITIES.
3. REFER TO LANDSCAPE DRAWINGS FOR ALL FENCING, PLANTING, GATES, AND HARDSCAPE.
4. REFER TO SHEETS A051 AND A052 FOR SITE ACCESSIBILITY NOTES AND REQUIREMENTS.
5. PROPERTY LINES, EASEMENTS & BUILDINGS, BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN & IS BASED UPON INFORMATION PROVIDED BY OTHERS.
6. THE INFORMATION REGARDING THE EXISTING CONDITIONS AND FEATURES SHOWN HEREIN ARE TAKEN FROM THE BEST AVAILABLE DATA AND SOURCES. HOWEVER THE INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL CONFIRM THE ACCURACY THEREFORE.
7. FOR UTILITY AND GRADING INFORMATION & HORIZONTAL CONTROL SEE CIVIL DRAWINGS
8. PROVIDE CONC. CURBS PER CIVIL DRAWINGS. PROVIDE CONC. CURB & GUTTER PER CIVIL DRAWINGS.
9. FOR LANDSCAPE INFORMATION AND PLANTING - SEE LANDSCAPE DRAWINGS.
10. SEE DETAIL 2 ON SHEET A052 FOR ACCESSIBLE PATH OF TRAVEL SLOPE REQUIREMENTS.
11. PRIOR TO POURING FOUNDATION, CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDER SLAB PIPING, SLEEVES OR CONDUITS AS REQ'D BY ANY CONSULTANT OR VENDOR, INCLUDING BUT NOT LIMITED TO: CIVIL PLUMBING, MECHANICAL, ELECTRICAL, LANDSCAPE ELEVATOR, ALARM SYSTEMS, CABLE T.V., AND COMMUNICATIONS.
12. REFER TO SHEET A003 FOR DEFERRED SUBMITTAL LISTS.
13. THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES-WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.
14. AT THE TIME OF FOUNDATION INSPECTION CORNER STAKES OR OFFSET STAKES MUST BE ESTABLISHED BY A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA AND VERIFIED BY THE FIELD INSPECTOR TO ENSURE THAT NEW CONSTRUCTION IS LOCATED IN ACCORDANCE WITH THE APPROVED PLANS.
15. AN APPROVED SEISMIC GAS SHUTOFF VALVE WILL BE INSTALLED ON THE FUEL GAS LINE ON THE DOWNSTREAM SIDE OF THE UTILITY METER AND BE RIGIDLY CONNECTED TO THE EXTERIOR OF THE BUILDING STRUCTURE CONTAINING THE FUEL GAS PIPING. (INCLUDES COMMERCIAL ADDITIONS AND TI WORK OVER 10,000). (SEPARATE PLUMBING PERMIT IS REQUIRED).

SITE PLAN KEYNOTES

	DESCRIPTION
1	PROPERTY LINE
2	CENTER LINE OF STREET
3	SETBACK LINE
4	UTILITY EQUIPMENT: TRANSFORMER. SEE DRY UTILITY DRAWINGS FOR ADDITIONAL INFORMATION.
5	GAS METER LOCATION. SEE CIVIL & PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
6	FIRE HYDRANT, SEE CIVIL DRAWINGS
7	BACKFLOW PREVENTER, SEE CIVIL & PLUMBING DRAWINGS
8	FIRE DEPARTMENT CONNECTION
9	BUILDING ENTRY
10	VEHICULAR ENTRY, SEE CIVIL DRAWINGS FOR DOT CASE 2 AND DRIVEWAY INFORMATION.
11	EXTERIOR LIGHTING, SEE ELECTRICAL DRAWINGS
12	PLANTING AREA, SEE LANDSCAPE DRAWINGS
13	HARDSCAPE, SEE LANDSCAPE DRAWINGS
14	CURB RAMPS. PLEASE SEE DETAIL 10/A051
15	DOORS, LANDINGS & THRESHOLDS; SEE DETAILS 11 & 13 ON SHEET A051.
16	ROLL UP GARAGE DOOR WITH METAL GRILLE, SEE DOOR SCHEDULE.
17	DETECTABLE WARNING PAVING/TRUNCATED DOMES, SEE DETAIL 10/A051
18	PROJECT NAME SIGN, COORD. W/ SIGNAGE CONSULTANT & STRUCTURAL ENGINEER
19	DRYWELL ACCESS POINT. PLEASE REFERENCE CIVIL DRAWING SET FOR SIZES AND DIMENSIONS OF COMPLETE SYSTEM.

N

SITE PLAN | SCALE: 1/16"=1'-0" | 1

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ktgy
Architecture + Planning
433 S. Spring Street
Suite 750
Los Angeles, CA 90013
ktgy.com
310.394.2623

KTGY Project No: 20200075

Project Contact: Gary Leus
Email: Gleus@ktgy.com

Principal: Ryan Flautz
Project Designer: Keith McCloskey

Developer

BRIDGE Housing
5120 Goldleaf Circle, Suite 120
Los Angeles, CA 90056
PHONE NO. 424-419-5100
FAX NO.

JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

No.	Date	Description
1	06/03/2021	100% SCHEMATIC DESIGN
2	07/01/2021	100% DESIGN DEVELOPMENT
3	09/27/2021	100% PDPP SUBMITTAL
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

LICENSED ARCHITECT
RYAN G FLAUTZ - AIA
No. C37768
Ren.07/31/23
STATE OF CALIFORNIA

SITE PLAN

A100

EXHIBIT B

Scope of Development

(Attach Scope of Development Narrative, Schedule of Performance, Unit Distribution Chart, Parking and Physical Goals and Requirements)

	30% AMI	40% AMI	50% AMI	60% AMI	Market/ Unrestricted	Manager	Total
One Bedroom	3	7	6	3	2	-	21
Two Bedroom	3	7	10	3	2	1	26
Three Bedroom	3	-	4	10	10	-	27
Four Bedroom	1	-	1	-	-	-	2
Total	**10**	**14**	**21**	**16**	**14**	**1**	**76**

	Phase H2A	RAD	PBV Replacement	PBV	Unsubsidized	Manager
One Bedroom	21	1	5	11	4	-
Two Bedroom	26	2	16	3	4	1
Three Bedroom	27	6	8	-	13	-
Four Bedroom	2	-	1	1	-	-
Total	**76**	**9**	**30**	**15**	**21**	**1**

Exhibit 8 (C-1)

Scope of Development for the Improvements Jordan Downs Area H2A/3A Development 2299 E. 99th Place

GENERAL INFORMATION

This Scope of Development establishes the responsibilities of the Developer for development of the Site. The proposed development shall conform to the provisions, design criteria and property development standards set forth in this Scope. It shall be the Developer's responsibility to conform to the objectives and provisions of this Agreement. Any changes from the provisions, criteria, standards and approved drawings, including change orders with deviations from the approved drawings, must be submitted to the Housing Authority of the City of Los Angeles (the "Agency" or "HACLA") staff for approval. Any substantial changes to the approved drawings shall require Agency approval.

The Phase H2A/3A development (the "Project") is primarily situated on 1.2 acres of the existing Jordan Downs Public Housing development. Area H2A is sited on lot 2 of Vesting Tentative Tract Map 82619, all located within Council District Fifteen. The Site is adjacent to the existing Jordan Downs Public Housing, Jordan Downs Plaza retail shopping center and Cedar Grove, generally bounded by Laurel, Kalmia and 97th Streets and 99th Place. See attached Site Map. The Site is generally flat. HACLA is in the process of demolishing and removing the existing four buildings that occupy the site. The site will be completely demolished, cleaned and level prior to the Area H2A construction loan closing. The location is served by numerous Metro bus stops and within a mile of the light rail 103rd Street/Watts Towers Station. The Site's western boundary consist of legacy Jordan Downs' remaining barrack-style buildings. The development's location is within a mixed residential and industrial area with mostly detached homes and apartment complexes.

Development of the Project shall conform to the guidelines established within documents approved by governmental agencies, including the City of Los Angeles Jordan Downs Urban Village Specific Plan ("Specific Plan"), the California Environmental Quality Act's ("CEQA") Environmental Impact Report ("EIR") and the National Environmental Policy Act's Environmental Assessment report. The provisions, design criteria and property development standards established in this Scope of Development are in conformance with these documents and must be adhered to.

DESIGN OBJECTIVES AND STANDARDS

Development of the Site shall be guided by the following design objectives and standards, as well as the Concept Plan illustrations. HACLA agrees that the Construction Plans meet the criteria set forth below.

1. Create a first class, signature residential project with parking and open spaces that incorporate high-quality uses and features, and reflects high level architectural and development standards in terms of style, form, materials and execution consistent with new community development.

2. The Project has been planned and designed in a manner that responds to the community needs by including quality community open space, sophisticated architectural facades and thoughtful unit layouts to address the needs of this large family development. The community features a cohesive pedestrian, bicycle and vehicular circulation plan, linking the Project functionally and visually with neighboring developments and uses.

3. Designed to enhance pedestrian and street level activity, architectural features promote daytime and evening use and surveillance of the community. Design incorporates elements such community spaces overlooking public open space, unit balconies above streets and public spaces and an onsite manager's office that fronts on Kalmia Street and 99th Place, reinforcing and enhancing eyes on the community.

4. Design incorporates massing, scale and materials as well as architectural features, signage and landscaping/hardscaping that are compatible with the surrounding neighborhoods and uses.

5. Outdoor community spaces encourage residents to take advantage of the temperate Southern California climate through active and passive use of open space and building configuration.

6. Residential component designed in such a manner as to create a desirable and distinctive residential environment that is buffered and protected from adjacent nonresidential uses yet not isolated from other uses in the area.

7. Pedestrian oriented community plan includes an attractive, active and secure pedestrian environment on the Site and adjacent public rights-of-way with consideration given to such factors as walking/bicycle path location, configuration and widths, arrangement of building massing and accessible open areas, lighting and landscape/hardscape design and materials.

8. The Project shall incorporate, as many sustainable ("green") building design,

methodologies and technologies as feasible. Refer to Sustainability Plan for specific details.

GENERAL PROJECT DESCRIPTION

The proposed Project is comprised of approximately 98,000 square feet of affordable multi-family rental apartments in thoughtfully-designed podium and 3-floor walkup style buildings. The Project consists of twenty-one (21) one-bedroom/one-bathroom units, twenty-six (26) two-bedroom/one-bathroom units, twenty-seven (27) three-bedroom/two-bathroom units, and two (2) four-bedroom/two-bathroom units, comprising 76 total units. The Project's design incorporates significant community spaces that will be available for civic gatherings, service delivery and recreation, contributing to the health and wellness of resident lifestyles. Community spaces will include a kitchen, TV lounge equipped with Wi-Fi internet access. In addition, management and maintenance facilities have been designed for this development. The garage will provide long-term bicycle storage for up to 60 bicycles and additional short-term storage for 21 bicycles. Open space is an integral part of the building concept which includes a landscaped outdoor space with picnic and barbeque areas, community gardens and a community courtyard ideal for outdoor events and social gatherings. There are also 57 parking spaces in a secured key-access garage serving this development.

PROPERTY DEVELOPMENT STANDARDS

In addition to the criteria and standards established in and pursuant to the Jordan Downs Urban Village Specific Plan, to which this Agreement is subject, and the CEQA Mitigation Measures as defined in the EIR Mitigated Negative Declaration, the following property development standards shall apply to the Project. The satisfaction of the property development standards and Specific Plan provisions shall be determined solely by the Agency and is subject to Agency approval. In no case is the Developer relieved of the requirements of any laws, codes or administrative regulations of the State of California, the County of Los Angeles or the City of Los Angeles ("City"). HACLA agrees that the Construction Plans meet the criteria set forth below.

1. **Land Use:** The Project shall consist of first-class multiple family units, with a unit bedroom count mix acceptable to the Agency, situated in a richly landscaped setting with major open space elements designed for appropriate active and passive uses. The Project has been designed in such a manner as to create a desirable and distinctive residential environment that is buffered but not isolated from the other uses. At closing, the surrounding residential neighborhood is primarily single family detached homes and apartment complexes, with some scattered non-residential uses that are also predominantly single story. The Project must be compatible with the adjacent uses existing at closing or

contemplated in the Specific Plan, and the design must orient both the uses and architectural features to be sensitive to the immediate neighboring uses existing at closing or contemplated in the Specific Plan.

2. **Density:** The number of residential units developed in Area H2A/3A shall be 76 units.

3. **Height and Massing:** The Project shall not exceed the height deemed allowable by the Specific Plan and shall be articulated through the use of architectural detailing; finish materials, textures and colors; varying setbacks. Building massing shall be designed to avoid a “box-like” appearance. Careful attention shall be paid to the exterior elevations to minimize the bulk of the larger buildings and maximize opportunities to create a pedestrian-scale environment. Special attention in the Project design shall be given to those elevations visible to view corridors along surrounding streets. Wall openings, landscape berms, and architectural articulations shall buffer the buildings allowable height for the Site which far exceeds the height of surrounding uses, the Project is designed such that all buildings integrate with the neighborhood.

4. **Building Design:** The Project shall be designed and constructed to first class standards with careful attention given to the coordination of the residential uses. Landscape and hardscape designs shall be carefully integrated to provide ease of access, shading, secure circulation and a pedestrian-friendly design. The building frontage shall be designed to enhance the pedestrian experience through such features as the inclusion of landscaping, special street- and pedestrian-level lighting and paving materials. The development shall be designed to improve community safety with CPTED design features including "eyes on the street and open areas", and high efficacy lighting. The residential plazas atop the podium shall be richly landscaped with appropriately sized and designed open space elements, both common and private, and shall be separate and secure. The units shall be designed, constructed and finished to first-class standards including the provision of private patios and balconies. Shade trees, landscape screens, and flowering plants shall enhance the overall design and pedestrian orientation of the complex. Design of the building, including roof profiles and building details and finishes must create a visual interest and enhance the aesthetic quality of the development. The façade of the garage shall be designed to appear pedestrian friendly, both day and night.

5. **Interior and Exterior Building Materials and Finishes:** The building shall incorporate quality materials and details. Maximum use of recycled content materials, sustainably produced materials, pre-coated building materials and low-VOC architectural coatings, as well as durability and minimal maintenance shall be key determinants in selecting all building materials and systems. Exotic hardwoods and similar non-renewable products shall not be used.

6. **Illumination:** All illumination shall be designed to minimize glare, control valent light spillover, and provide ambient and safety lighting along the street frontage, publicly accessible open areas, plazas and parking facilities with particular attention paid to pedestrian and vehicular entrances. All illumination shall be energy efficient and shall incorporate “smart system” technology

7. **Pedestrian Circulation:** Pedestrian circulation at building frontages shall be designed to encourage a pedestrian-friendly environment. Attractively designed walkways, enhanced paving materials, landscaping, lighting, decorative and informational graphics and other pedestrian amenities shall reinforce the pedestrian-friendly nature of the Project while integrating it into the existing street pedestrian infrastructure and community. Unit entries front on Century Boulevard to enhance pedestrian access to the greater community.

8. **Vehicular Access, Circulation and Parking:** The Project shall be designed to provide safe and efficient vehicular access, circulation and parking for residents. Pedestrian and automobile circulation zones will be clearly delineated to provide easy access while minimizing conflicts. Parking shall be provided as required by the Specific Plan and shall be located off-street. Parking shall be well lit, using “smart system” technology and energy efficient lighting with directional signage and graphics to provide ease of access, identification of each parked vehicle location, and way-finding to pedestrian entrances and exits. No less than 57 parking spaces shall be provided for the current configuration.

9. **Driveways, Vehicular Ramps and Drop-off Lanes:** Driveway locations shall not conflict with traffic movements in the streets. All vehicular entries into the Project shall be given careful design consideration and treated to minimize their visual impact. All vehicular entries and exits from the Site must be designed to minimize impacts between vehicular and pedestrian traffic. Drop-off lanes may be located along streets in the vicinity of the pedestrian entrance.

10. **Service and Loading Areas:** Service and loading areas shall be provided in accordance with City requirements. All building services and loading space and activities, including recycling and refuse collection, shall be located off the rear building access such that they are isolated from Century Boulevard and publicly accessible areas, and shall be enclosed within buildings or screened from public view from ground level and from neighboring buildings.

11. **Signage:** The signage shall apply to the Project in addition to the standards set forth herein. A coordinated Signage Plan for all exterior identification, commercial, information and directional signage shall be prepared by the Developer for the Project. The Signage Plan, which shall include the location, size, color, lighting, materials and design of all signs and logos, shall be compatible with the

high quality of the Project and the surrounding neighborhoods. Signage shall be designed in collaboration with the Project component of building design and surfaces. The Signage Plan shall be subject to approval concurrently with the building design. Off-site advertising billboards shall not be permitted. The Signage Plan shall be incorporated into the tenant lease agreements.

12. **Security:** Security shall be well integrated into the design of the Jordan Downs Area H development. The Project shall provide a secure environment for all residents through the use of both physical systems and a "design out crime" approach to the architecture by providing visual access between units and exterior spaces, including the street. Residents have clear and secure visibility to potential guests at unit entry doors. The community room, parking garage and other common areas such as the hallways and entry ways are appropriately lit so that all public spaces are bright and psychologically safe but not intrusive in their relationship to the living units.

13. **Utilities:** All on-site and off-site utilities, including data carrier infrastructure, utility connections and related equipment shall be underground, concealed within the building or screened from view with landscaping or an enclosure which is architecturally compatible with the development. All utility work, including removal and relocation of existing utilities, is the Developer's responsibility.

14. **Energy Conservation:** The Developer shall, to the greatest extent feasible, take into account estimated initial costs, operational savings and incentive program benefits, minimize the energy required to operate the Project over its lifetime and to incorporate "smart building" technology and alternative energy sources. Such energy efficiency shall be accomplished through innovative and state-of-the-art concepts in design and construction. The Developer shall strictly observe and incorporate all energy conservation recommendations and mandated codes such as California Title 24 and shall seek to significantly exceed such statutory and regulatory requirements to the greatest extent feasible. The Developer shall make commercially reasonable and economically feasible efforts to exceed Title 24 requirements by at least 10%. The developer shall also achieve LEED Silver designation. Insulation opportunities, solar shading and solar energy design, building placement and orientation, energy-efficient building cooling, heating, ventilating and lighting strategies and technologies and other energy conservation measures shall be included in the design requirements.

15. **Landscaping, Water Conservation and Surface/Storm Water Management:** All outdoor spaces and common areas, including future dedication areas, setback areas, courtyards and park spaces shall be attractively landscaped with a variety of treatments, furnishings and lighting suitable for a family housing development. Landscaping and irrigation shall be designed to be aesthetically attractive, high-quality, durable, low maintenance and water

conserving and to maximize site retention of surface and storm water run-off. Any surface/storm water discharge from the Site shall be treated as needed on-site prior to discharge to avoid downstream pollution. The landscaping and irrigation plans shall incorporate drought-resistant plant materials along with water-saving drip/buried-tube irrigation and state-of-the-art water management control systems. Large grass/turf areas and high-water usage plants shall be avoided if possible. Landscaping, lighting and furnishings shall include, but not be limited to, street trees, on-site trees and other plant materials, sidewalk, walkway and plaza treatments, street and pedestrian lighting, seating, decorative and information graphics. Dark colored paving materials shall be avoided. The landscape/hardscape design shall be coordinated with and shall be compatible in design and consistent in quality with completed and planned public improvement and streetscape programs in the area. Landscaping shall be installed and maintained in accordance with the Agency approved Landscape Plan. A complete and permanent irrigation system shall be installed for all landscaped areas. All landscaping shall be maintained by the owners, successors or assignees, and shall include maintenance of adjacent street trees where provided by the City or Agency.

16. **Waste Reduction/Recycling:** A Waste Reduction and Recycling Program Plan shall be prepared by the Developer and implemented for the design, demolition and construction stages of the Project and for the management and operation of all occupancies. Facilities shall be provided to accommodate the physical requirements for these identified programs. Implementation shall include education and outreach programs for all Project occupants and employees to reduce the output of solid waste, including yard waste, through recycling and reduction of waste at the source. The Waste Reduction and Recycling Program Plan shall be subject to review and approval by the Agency and the City.

17. **Urban Heat Island Effect**: To reduce its cooling load and its impact on micro-climate, the project shall 1) apply light colored or high-reflective finishes to roofs, exterior walls and ground pavement to the extent feasible, and 2) plant faster-growing trees and shrubs that consume carbon dioxide through photosynthesis quicker than slower growing plants shall be sought for general landscaping as well as shading purposes.

18. **Outdoor Recreation Space**: Usable common open space/recreational areas shall be provided to meet the resident's recreational and open space needs. The open space/recreational areas shall provide spaces for both passive and active outdoor uses. There will be two featured open spaces associated with Phase H2A. The first will be an outdoor paseo between the walk-up building and the podium building. The two larger outdoor spaces will be located on the podium deck. This outdoor recreation area provides play areas for children of all ages, including a tot lot, as well as ample lounge and barbeque areas for the adult

residents. High quality, durability and functionality have been the guiding principles to ensure the residents are compelled to use this important feature.

19. **Recreation and Meeting Spaces**: Two Community Rooms approximately 1,800 square feet each will provide indoor amenity space including a kitchen, TV lounge and Wi-Fi internet access will be available for resident use free of charge.

20. **Lighting**: All lighting shall be shielded and directed onto the Site and no floodlighting shall be located so as to be seen directly by the adjacent areas. This condition shall not preclude the installation of low-level security lighting.

CONSTRUCTION SIGNS

The Developer shall design, construct and install a construction sign for the Project to comply with Agency specifications. The sign shall be installed at a prominent location to be approved by the Agency Administrator or Designee. A copy of the Agency Construction Sign Specification is attached to this Scope of Development as Exhibit A.

DEVELOPMENT APPROVALS AND ENTITLEMENTS

The Developer shall comply with all applicable code, permit, and fee requirements of the United States of America (including A.D.A. requirements), State of California, County of Los Angeles, and the City of Los Angeles. The Developer shall submit plans to the City of Los Angeles Department of Building and Safety for plan check in a timely fashion to maintain the Schedule of Performance. It shall be the responsibility of the Developer to obtain all permits and other required approvals and entitlements as are necessary and consistent with the Agreement to ensure the construction of the Project. The Developer shall dedicate and be responsible for the construction of improvements in public rights-of-way in conformance with the requirements, if any, of the City of Los Angeles for the Project.

EASEMENTS

Developer shall take all necessary steps and sign all necessary documents in recordable form to create, move or abandon easements and rights of way as may be required by the City of Los Angeles for the development of the Site in accordance with this Agreement.

MAINTENANCE AND SECURITY PROGRAM

Programs for building maintenance and security shall be prepared for the total

development.

OFF-SITE IMPROVEMENTS

The B-Permit Improvements pertaining to Phase H2A/3A anticipate improvements necessary for the future street dedication, converting a portion of the private 99th Place to a public street and a 60-foot wide public right-of-way dedication for the southerly extension of Kalmia Street including suitable corner cuts at the intersections with 97th Street and 99th Place as substantially shown on the tentative tract map stamp dated October 1, 2020. Improvements include:

- Establishing street width along 99th Place per JD Specific plan is curb to curb = 36', sidewalk width = 12', street width = 60.00'). Proposed Kalmia and Existing Laurel is curb to curb = 36', sidewalk width = 12', street width = 60.00'. 97th Street is Half width of 31.0', centerline to Curb of 19.0' and sidewalk width = 12.0'.
- Storm drain designed to meet future JD VTTM and flow requirements for the existing Glen Avenue storm drain-RCB. The LACDPW future flow requirements is 0.92 CFS per acre for offsite and onsite projects.
- Meet street tree requirements per Jordan Downs Specific Plan. There are a total of 27 trees: 3 along 97th Street, 21 on Kalmia Street (11 on the east side of the street and 10 on the west) and 3 along 99th Place.
- Street Lights requirements – Four street lights on Kalmia, three on 99th Place and one on 97th Street.
- Meet sewer, water with drywells and dry utility requirements. All proposed sewer lines on Kalmia and 99th Place will meet the City requirements for the proposed developments. Proposed water line in Kalmia will meet the LADWP requirements and serves the water needs for the project and street. The proposed storm drain line in Kalmia and 99th Place will meet the City requirements and County's connection into the existing Glen Ave storm drain. Drywells will be installed for reduction of storm flow to meet the 0.82CFS per acre LACPW requirement into Glen Ave Storm drain. All dry utilities (electrical, power, gas, cable, phone) will meet the requirements of LADWP, SCG and prevailing owners.

DEVELOPMENT MILESTONES:

Preconstruction Meeting	On or about 30 days after Closing
Notice to Proceed	on or about 30 days after closing
Commencement of Construction	on or about 30 days after closing

Completion of Construction	December 31, 2023
Final Occupancy	April 30, 2024
Permanent Conversion	August 1, 2024

EXHIBIT C

Concept Plan

[attached]

CONTENTS

A0-0	TITLE SHEET
A0-1	VICINITY MAP
A0-2	UNIT MIX
A1-0	SITE PLAN GROUND LEVEL
A1-1	SITE PLAN PODIUM LEVEL
A1-2	OPEN SPACE GROUND LEVEL
A1-3	OPEN SPACE PODIUM LEVEL
A2-0	BUILDING ELEVATIONS
A2-1	BUILDING ELEVATIONS
A2-2	BUILDING ELEVATIONS
A2-3	BUILDING ELEVATIONS
A3-0	BUILDING PLANS
A3-1	BUILDING PLANS
A3-2	ROOF PLANS
A4-0	BUILDING SECTIONS
A4-1	BUILDING SECTIONS
A5-0	UNIT PLANS
A5-1	UNIT PLANS
A6-0	CONCEPTUAL PERSPECTIVES
A6-1	CONCEPTUAL PERSPECTIVES

PROJECT LOCATION

VICINITY MAP NTS

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LOS ANGELES, CA # 2000-0075

SITE PLAN REVIEW SET
APRIL 15, 2021

NTS

TITLE SHEET
TABLE OF CONTENTS

A0-0

PROJECT DATA

TYPE	#	%	AVG SF
1 BEDROOM	42	35.29%	± 680 SF
2 BEDROOM	41	34.45%	± 835 SF
3 BEDROOM	34	28.57%	± 1,085 SF
4 BEDROOM	2	1.68%	± 1,315 SF
TOTAL	119	100%	

GARAGE SCREENING EXAMPLES

PROJECT SUMMARY - AREA H2A

2250 E. 97TH ST. LOS ANGELES, CA 90002

AREA: 1.238 AC
UNITS: 76 DU
DENSITY: 61.4 DU/AC

BUILDING A-1 : 3 STORY ON GRADE
21 TOTAL UNITS

BUILDING C-1 : 3 OVER 1 PODIUM
55 TOTAL UNITS

SETBACKS - H2A

	REQUIRED	PROPOSED
FRONT	NONE IF PROVIDED, SHALL NOT EXCEED 10'	10'
SIDE	NONE IF SIDE YARD IS PROVIDED ALONG A STREET, THEN SUCH SIDE YARD SHALL BE NO LESS THAN 5'	5'
REAR	NONE IF PROVIDED, SHALL BE LESS THAN 5'	NONE

FRONTAGE

BUILDING A		55'
BUILDING C-1		242-5"
TOTAL		297'-5"
20%		**59'-5"**
GREEN SCREEN LENGTH	**6'-6" x 5**	32'-6"

CALLOUT LEGEND

01 LOBBY
02 LEASING
03 COMMUNITY ROOM
04 TRASH
05 BICYCLE ROOM
06 MECHANICAL
07 PARKING
08 AMENITY
09 LAUNDRY
10 STORAGE
11 OFFICE
12 COURTYARD
13 LINE OF BUILDING ABOVE
14 PROPERTY LINE

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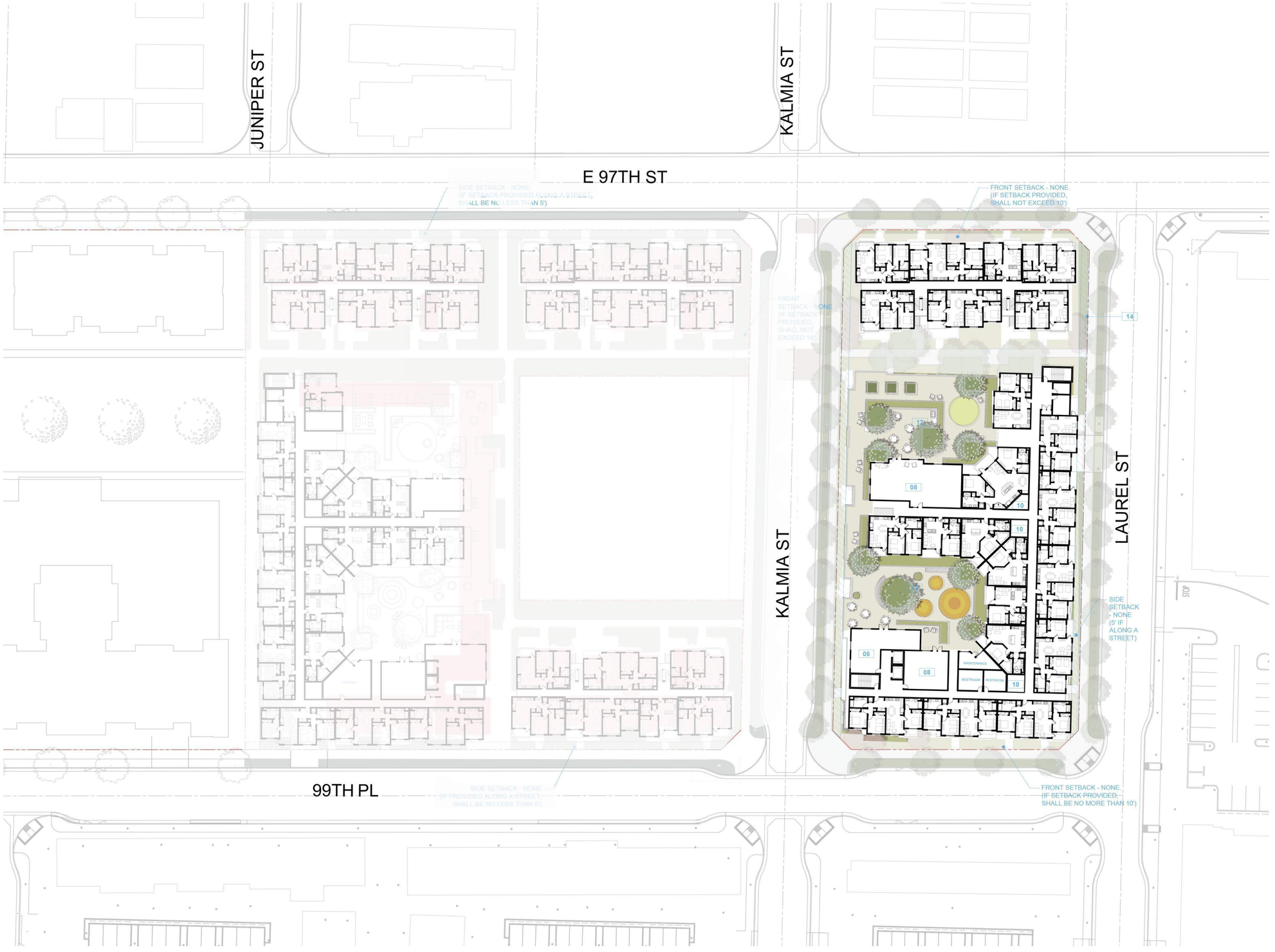
JUNE 3, 2021

0 15 30 60

SITE PLAN
PROJECT SUMMARY

A1-0



CALLOUT LEGEND

01	LOBBY
02	LEASING
03	COMMUNITY ROOM
04	TRASH
05	BICYCLE ROOM
06	MECHANICAL
07	PARKING
08	AMENITY
09	LAUNDRY
10	STORAGE
11	OFFICE
12	COURTYARD
13	LINE OF BUILDING ABOVE
14	PROPERTY LINE

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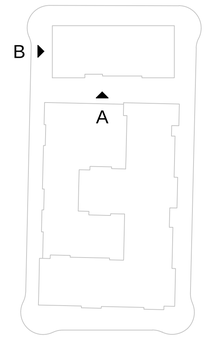
0 15 30 60

SITE PLAN
PROJECT SUMMARY

A1-1

ELEVATION 'A' SOUTH

ELEVATION 'B' WEST



CALLOUT LEGEND

01	METAL AWNING
02	STUCCO
03	MASONRY VENEER
04	CMU
05	METAL RAILING
06	METAL PANEL
07	VINYL WINDOW

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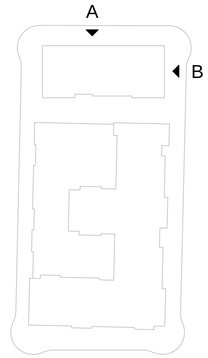
JUNE 3, 2021

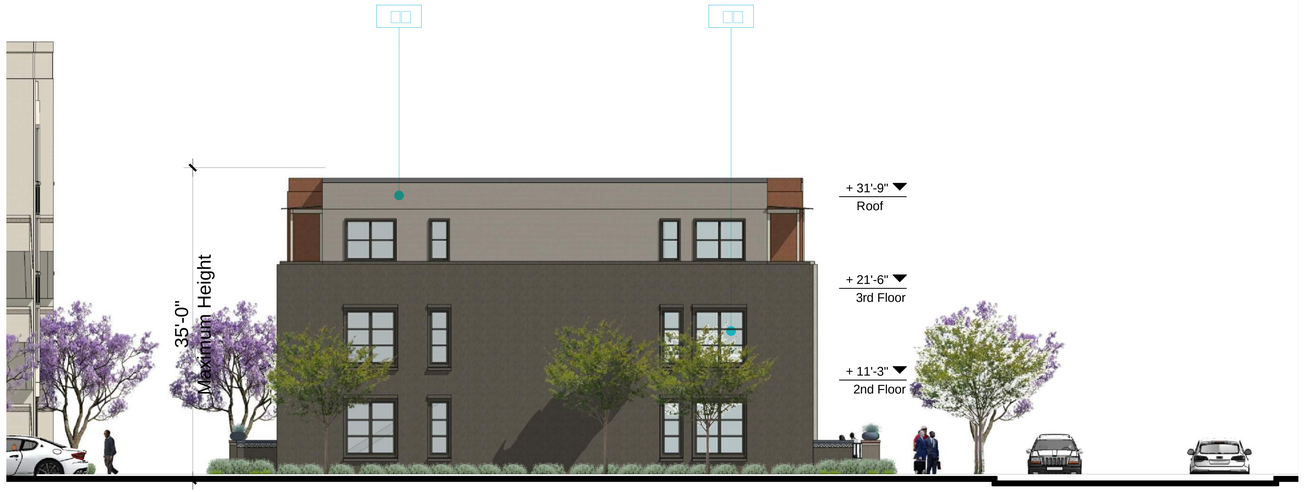
0 4 8 16

BUILDING ELEVATIONS
SOUTH AND WEST

A2-0

ELEVATION 'A' NORTH





ELEVATION 'B' EAST

CALLOUT LEGEND

01	METAL AWNING
02	STUCCO
03	MASONRY VENEER
04	CMU
05	METAL RAILING
06	METAL PANEL
07	VINYL WINDOW

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JUNE 3, 2021

0 4 8 16

BUILDING ELEVATIONS
NORTH AND EAST

A2-1

ELEVATION 'A' SOUTH

CALLOUT LEGEND

01	STOREFRONT
02	STUCCO
03	MASONRY VENEER
04	CMU
05	METAL RAILING
06	METAL PANEL
07	VINYL WINDOW

ELEVATION 'B' WEST

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CONCEPTUAL DESIGN REVIEW
JUNE 3, 2021

0 4 8 16

BUILDING ELEVATIONS
SOUTH AND WEST

A2-2

ELEVATION 'A' NORTH

CALLOUT LEGEND

01	STOREFRONT
02	STUCCO
03	MASONRY VENEER
04	CMU
05	METAL RAILING
06	METAL PANEL
07	VINYL WINDOW

ELEVATION 'B' EAST

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0 4 8 16

BUILDING ELEVATIONS
NORTH AND EAST

AERIAL LOOKING EAST ON 97TH TOWARD KALMIA

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CONCEPTUAL PERSPECTIVES

A6-5

VIEW SOUTH ON KALMIA TOWARD 99TH

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CONCEPTUAL PERSPECTIVES

A6-0

LOBBY CORNER AT KALMIA & 99TH

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CONCEPTUAL PERSPECTIVES

SOUTHWEST CORNER AT LAUREL & 99TH

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CONCEPTUAL PERSPECTIVES

A6-2

VIEW EAST ON 99TH TOWARD LAUREL

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SITE PLAN REVIEW SET
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CONCEPTUAL PERSPECTIVES

A6-3

LAUREL AT SOUTHEAST CORNER LOOKING TOWARD 99TH

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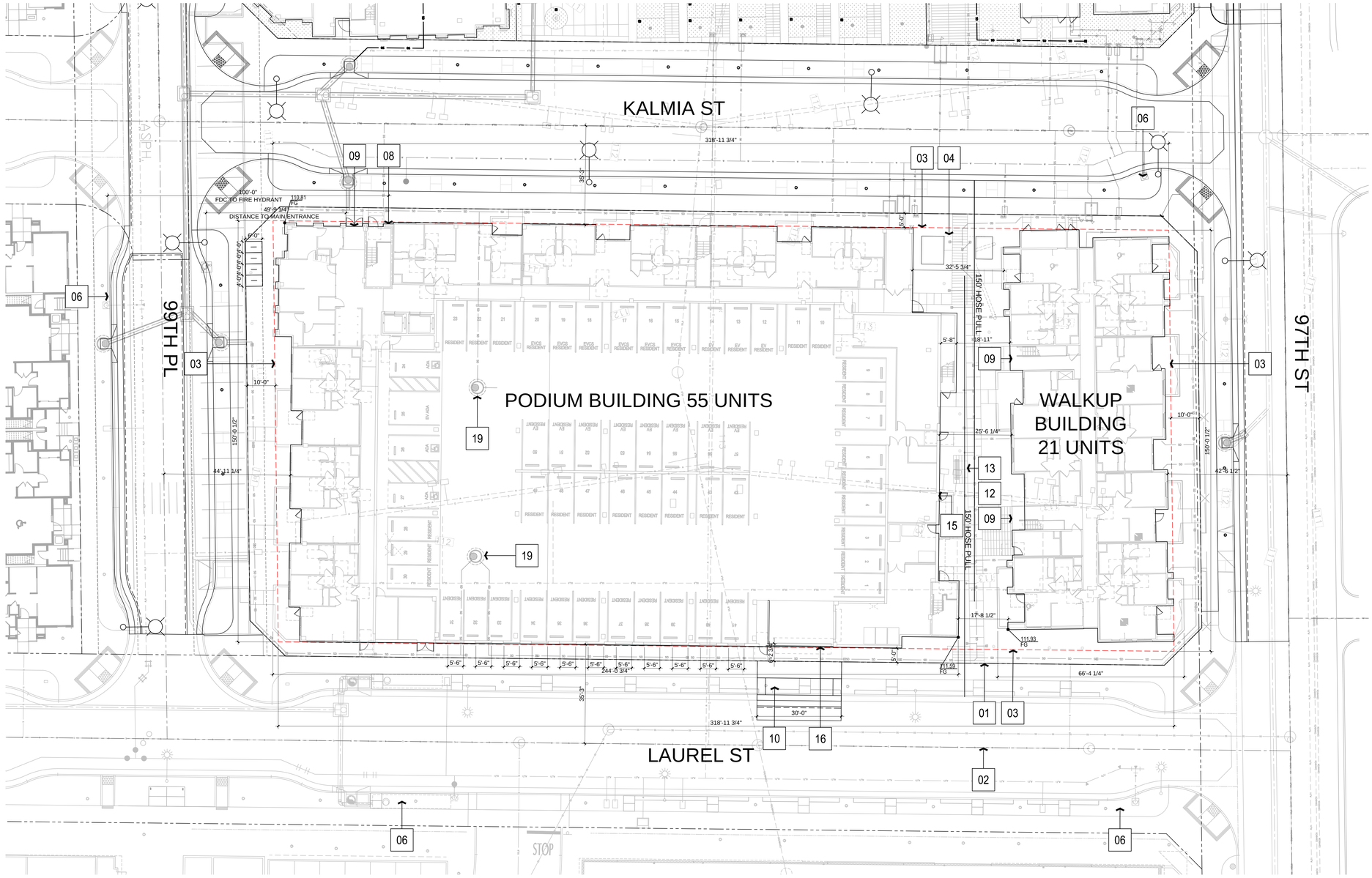
APRIL 15, 2021

NTS

CONCEPTUAL PERSPECTIVES



ARCHITECTURAL SITE PLAN NOTES

1. THIS ARCHITECTURAL SITE PLAN IS FOR BUILDING IDENTIFICATION ONLY. SETBACKS AND ALL HORIZONTAL AND VERTICAL DIMENSIONS SHALL BE VERIFIED WITH THE CIVIL DRAWINGS.
2. REFER TO CIVIL DRAWINGS FOR ALL PROPERTY LINES, EASEMENTS, TOPOGRAPHY, ROUGH GRADING, PRECISE GRADING, STREET/SITE, IMPROVEMENTS, CURBS, RAMPS, AND UTILITIES.
3. REFER TO LANDSCAPE DRAWINGS FOR ALL FENCING, PLANTING, GATES, AND HARDSCAPE.
4. REFER TO SHEETS A051 AND A052 FOR SITE ACCESSIBILITY NOTES AND REQUIREMENTS.
5. PROPERTY LINES, EASEMENTS & BUILDINGS, BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN & IS BASED UPON INFORMATION PROVIDED BY OTHERS.
6. THE INFORMATION REGARDING THE EXISTING CONDITIONS AND FEATURES SHOWN HEREIN ARE TAKEN FROM THE BEST AVAILABLE DATA AND SOURCES. HOWEVER THE INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL CONFIRM THE ACCURACY THEREFORE.
7. FOR UTILITY AND GRADING INFORMATION & HORIZONTAL CONTROL SEE CIVIL DRAWINGS
8. PROVIDE CONC. CURBS PER CIVIL DRAWINGS. PROVIDE CONC. CURB & GUTTER PER CIVIL DRAWINGS.
9. FOR LANDSCAPE INFORMATION AND PLANTING - SEE LANDSCAPE DRAWINGS.
10. SEE DETAIL 2 ON SHEET A052 FOR ACCESSIBLE PATH OF TRAVEL SLOPE REQUIREMENTS.
11. PRIOR TO POURING FOUNDATION, CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDER SLAB PIPING, SLEEVES OR CONDUITS AS REQ'D BY ANY CONSULTANT OR VENDOR, INCLUDING BUT NOT LIMITED TO: CIVIL PLUMBING, MECHANICAL, ELECTRICAL, LANDSCAPE ELEVATOR, ALARM SYSTEMS, CABLE T.V., AND COMMUNICATIONS.
12. REFER TO SHEET A003 FOR DEFERRED SUBMITTAL LISTS.
13. THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES-WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.
14. AT THE TIME OF FOUNDATION INSPECTION CORNER STAKES OR OFFSET STAKES MUST BE ESTABLISHED BY A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA AND VERIFIED BY THE FIELD INSPECTOR TO ENSURE THAT NEW CONSTRUCTION IS LOCATED IN ACCORDANCE WITH THE APPROVED PLANS.
15. AN APPROVED SEISMIC GAS SHUTOFF VALVE WILL BE INSTALLED ON THE FUEL GAS LINE ON THE DOWNSTREAM SIDE OF THE UTILITY METER AND BE RIGIDLY CONNECTED TO THE EXTERIOR OF THE BUILDING STRUCTURE CONTAINING THE FUEL GAS PIPING. (INCLUDES COMMERCIAL ADDITIONS AND TI WORK OVER 10,000). (SEPARATE PLUMBING PERMIT IS REQUIRED).

SITE PLAN KEYNOTES

	DESCRIPTION
1	PROPERTY LINE
2	CENTER LINE OF STREET
3	SETBACK LINE
4	UTILITY EQUIPMENT: TRANSFORMER. SEE DRY UTILITY DRAWINGS FOR ADDITIONAL INFORMATION.
5	GAS METER LOCATION. SEE CIVIL & PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
6	FIRE HYDRANT, SEE CIVIL DRAWINGS
7	BACKFLOW PREVENTER, SEE CIVIL & PLUMBING DRAWINGS
8	FIRE DEPARTMENT CONNECTION
9	BUILDING ENTRY
10	VEHICULAR ENTRY, SEE CIVIL DRAWINGS FOR DOT CASE 2 AND DRIVEWAY INFORMATION.
11	EXTERIOR LIGHTING, SEE ELECTRICAL DRAWINGS
12	PLANTING AREA, SEE LANDSCAPE DRAWINGS
13	HARDSCAPE, SEE LANDSCAPE DRAWINGS
14	CURB RAMPS. PLEASE SEE DETAIL 10/A051
15	DOORS, LANDINGS & THRESHOLDS; SEE DETAILS 11 & 13 ON SHEET A051.
16	ROLL UP GARAGE DOOR WITH METAL GRILLE, SEE DOOR SCHEDULE.
17	DETECTABLE WARNING PAVING/TRUNCATED DOMES, SEE DETAIL 10/A051
18	PROJECT NAME SIGN, COORD. W/ SIGNAGE CONSULTANT & STRUCTURAL ENGINEER
19	DRYWELL ACCESS POINT. PLEASE REFERENCE CIVIL DRAWING SET FOR SIZES AND DIMENSIONS OF COMPLETE SYSTEM.

JORDAN DOWNS URBAN VILLAGE GARAGE FRONTAGE

WALK - UP BUILDING:	66'-0"
PODIUM BUILDING:	244'-0"
TOTAL:	310'-0"
20% OF TOTAL:	62'-0"

GREEN SCREEN LENGTH: 5'-6" x 11 = 60'-6"

N

SITE PLAN | SCALE: 1/16"=1'-0" | 1

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KTGY Project No: 20200075

Project Contact: Gary Leus
Email: Gleus@ktgy.com

Principal: Ryan Flautz
Project Designer: Keith McCloskey

Developer

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PHONE NO. 424-419-5100
FAX NO.

JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

No.	Date	Description
1	06/03/2021	100% SCHEMATIC DESIGN
2	07/01/2021	100% DESIGN DEVELOPMENT
3	09/27/2021	100% PDPP SUBMITTAL
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL
5	01/31/2022	3RD BLDG. DEPT. SUBMITTAL

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

SITE PLAN

A100

ROOF PLAN NOTES

1. FOR TYPICAL ROOFING DETAILS REFER TO SHEET ---- A910 - A912
2. ROOF INSULATION: PROVIDE BATT INSULATION FULLY PACKED IN MAIN ROOF FRAMING CAVITIES AND IN ALL CAVITIES OF ROOF CRICKET FRAMING
3. VERIFY SIZE AND LOCATION OF ALL ROOF PENETRATIONS AND EQUIPMENT WITH STRUCTURAL, MECHANICAL AND PLUMBING. FOR PENETRATION DETAILS REFER TO DETAILS --- A907
4. AS REQUIRED BY CBC SEC. 1015 : 42" MIN. GUARDS SHALL BE PROVIDED WHERE APPLIANCES, EQUIPMENT, FANS, ROOF HATCHES OR OTHER COMPONENTS THAT REQUIRE SERVICE ARE LOCATED WITHIN 10 FEET OF A ROOF EDGE OR OPEN EDGE OR OPEN SIDE OF A WALKING SURFACE AND SUCH EDGE OR OPEN SIDE IS LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR, ROOF OR GRADE BELOW. THE GUARD SHALL BE CONSTRUCTED SO AS TO PREVENT THE PASSAGE OF A SPHERE 4 INCHES IN DIAMETER.
5. ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BY CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.

SOLAR READY NOTES

1. THE SOLAR ZONE SHALL COMPLY WITH ACCESS, PATHWAY, SMOKE VENTILATION, AND SPACING REQUIREMENTS AS SPECIFIED IN TITLE 24, PART 9 OR OTHER PARTS OF TITLE 24 OR IN ANY REQUIREMENTS ADOPTED BY A LOCAL JURISDICTION.
2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO VENTS, CHIMNEYS, ARCHITECTURAL FEATURES, AND ROOF MOUNTED EQUIPMENT, SHALL BE LOCATED IN THE SOLAR ZONE.
3. SOLAR ZONE MUST BE LOCATED NO CLOSER THAN TWICE THE DISTANCE, MEASURED IN THE HORIZONTAL PLANE, OF THE HEIGHT DIFFERENCE BETWEEN THE HIGHEST POINT OF THE OBSTRUCTION AND THE HORIZONTAL PROJECTION OF THE NEAREST POINT OF THE SOLAR ZONE, MEASURED IN THE VERTICAL PLANE.
4. IF BUILDING ROOF AREA IS LESS THAN OR EQUAL TO 10,000 SF THEN MINIMUM AREA IS 80 SF. IF BUILDING ROOF AREA IS GREATER THAN 10,000 SF THEN MINIMUM AREA IS 160 SF.

ROOF AREA = X SF
SOLAR READY ZONE = 15% MIN OF ROOF AREA = X SF
PROVIDED SOLAR READY ZONE = X SF
SEE A207 FOR CALCULATION

SLAB PLAN NOTES

1. ALL DIMS. ARE FACE OF STUD, CONCRETE, C.M.U. UNLESS NOTED OTHERWISE.
2. PROVIDE SEALED, LIGHT BROOM FINISH OF CONC. FLOOR AT PARKING AREAS. PROVIDE SMOOTH TROWEL FINISH W/ SEALER OF CONC. FLOOR AT ALL OTHER ROOMS, U.N.O.
3. FINISH SURFACE ELEVATIONS OF CONCRETE SLABS:
   -FINISH SLAB ELEVATIONS INDICATED IN THE GARAGE HAVE BEEN DESIGNED TO ALLOW FOR SUSPENDED PIPE, CONDUIT & MISC. MECHANICAL OR STRUCTURAL ELEMENTS, WHILE MAINTAINING REQ. HEAD CLEARANCES. AREAS OF 8'-4" HEAD CLEARANCE (MIN.) ALONG DRIVE AISLE TO AND OVER HANDICAP STALLS PER C.B.C. 1109A.8.1 (CODE REQMNT IS 8'-2"). HEAD CLEARANCE OF 7'-6" (MIN.) TO OCCUR AT ALL OTHER LOCATIONS UNLESS APPROVED BY THE ARCHITECT, AND AT NO TIME WILL IT BE LESS THAN 7'-0" PER C.B.C. 406.4.1.
4. REFER TO LANDSCAPE ARCHITECT'S PLANS FOR LAYOUT OF HARDSCAPE PAVING AND LANDSCAPING PLANTERS.
5. REFER TO STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. IT IS THE CONCRETE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY DISCREPANCY PRIOR TO THE POUR AND NOTIFY THE GENERAL CONTRACTOR AND ARCHITECT FOR CORRECTIVE MEASURES.
6. CONCRETE OVERPOUR CONDITIONS OCCUR- SEE STRUCTURAL DRAWINGS.
7. ALL LANDINGS AT DOORS SHALL COMPLY WITH DETAILS AND CBC SECTION 1010.1.6.
8. SEE DETAIL FOR CONCRETE BLOCKOUT AT TUB DRAINS.
9. PRIOR TO REQUESTING A FOUNDATION INSPECTION, SOIL ENGINEER/ GEOTECHNICAL CONSULTANT SHALL INSPECT AND APPROVE THE FOUNDATION EXCAVATIONS.

   "VAPOR RETARDER
   A MOISTURE VAPOR RETARDER SHOULD BE PLACED UNDER SLABS THAT ARE TO BE COVERED WITH MOISTURE-SENSITIVE FLOOR COVERINGS PORQUET, VINYL TILE, ETC. POLYOLEFIN IN 10-MIL OR 15-MIL THICKNESS SHOULD BE COVERED BY A LAYER OF CLEAN SAND (LESS THAN 5% BY WEIGHT PASSING THE NO. 200 SIEVE) HAVING A MINIMUM THICKNESS OF 2 INCHES, PER SOILS REPORT.

   INTERIOR SLAB-ON-GRADE SHALL BE PLACED DIRECTLY ON A VAPOR RETARDER, SUCH AS STEGOWRAP 15, WHERE FLOOR COVERING, SUCH AS CARPET AND TILE, ARE ANTICIPATED OR WHERE MOISTURE COULD PERMEATE INTO THE INTERIOR AND CREATE PROBLEMS. THE VAPOR RETARDER SHOULD OVERLAY 4 INCHES OF COMPACTED AGGREGATE BASE.

FLOOR PLAN NOTES

1. THE COMPOSITE BUILDING PLAN IS PROVIDED FOR PLAN TO PLAN RELATIONSHIPS, OVERALL BUILDING DIMENSIONS PARTY WALL AND GENERAL BUILDING DETAILING. BUILDING EXIT WAY COLUMNS, DECK SLOPES, & GUARDRAIL INFORMATION NOT SPECIFIC TO THE UNIT PLANS. REFER TO 1/4" = 1'-0" PLANS FOR UNIT PLAN INFORMATION. 1/4" SCALE PLANS TAKE PRECEDENT OVER UNIT PLAN IMAGE SHOWN HEREWITH.
2. INDICATES SPECIFIC UNIT NUMBER FOR CONSTRUCTION PURPOSE ONLY. THIS NUMBER WILL BE PROVIDED @ EACH UNIT BY THE CONTRACTOR THRU THE DURATION OF CONSTRUCTION. THIS NUMBER IS NOT THE LEGAL ADDRESS.
3. PENETRATIONS OF FIRE-RESISTIVE WALL, FLOOR-CEILINGS AND ROOF-CEILINGS SHALL BE PROTECTED AS REQUIRED IN C.B.C. SEC. 714.
4. FIRE DAMPERS SHALL BE INSTALLED PER SECTION 717.2 AT ALL DUCTED OR UNDUCTED AIR OPENINGS AT PENETRATIONS OF:
   A. CEILINGS OF FIRE-RESISTIVE FLOOR-CEILING ASSEMBLIES OR ROOF CEILING ASSEMBLIES
   B. THE FIRE-RESISTIVE CONSTRUCTION OF CORRIDORS SERVING AS A MEANS OF EGRESS.
   C. OCCUPANCY SEPARATION WALLS; SHAFT ENCLOSURES
5. SMOKE DAMPERS SHALL BE INSTALLED PER SECTION 717.2 AT ALL DUCTED AIR OPENINGS AT THRU PENETRATIONS OF:
   A. OCCUPANCY SEPARATION WALL
   B. THE FIRE-RESISTIVE CONSTRUCTION OF CORRIDORS
   C. SHAFTS
6. PROVIDE EXIT SIGNS AND HAVE THEM CONNECTED TO A SOURCE OF EMERGENCY BACKUP POWER. SEE ELECTRICAL PLANS FOR EXIT SIGN LOCATIONS.
   A. EXIT SIGNS SHALL BE LOCATED AS NECESSARY TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL. NO POINT SHALL BE MORE THAN 100 FEET FROM THE NEAREST VISIBLE SIGN.
   B. EXIT SIGNS SHALL BE READILY VISIBLE FROM ANY DIRECTION OF APPROACH.
7. PROVIDE WALKWAY & EXIT BALCONY ILLUMINATION w/ A MIN. 1 FOOTCANDLE LIGHT INTENSITY AT THE FLOOR.
8. PROVIDE EXIT ILLUMINATION CONNECTED TO A SOURCE OF EMERGENCY BACK-UP POWER IN ROOMS AND PORTIONS OF THE EXIT SYSTEM THAT SERVE/CONTAIN AN OCCUPANT LOAD OF 100 OR MORE OCCUPANTS.
9. INTERIOR WALL AND CEILING FINISH SHALL HAVE A FLAME SPREAD INDEX NOT GREATER THAN SPECIFIED IN T803.11. SPECIFY INTERIOR WALL AND CEILING FINISH ON PLANS. (LAFC 803.3)
10. MATERIAL, OTHER THAN FOAM PLASTICS, USED AS INTERIOR TRIM SHALL HAVE A MIN. CLASS C FLAME SPREAD AND SMOKE-DEVELOPED INDEX AND SHALL NOT EXCEED 10% OF THE WALL OR CEILING AREA IN WHICH IT IS ATTACHED. (LAFC 804.1)
11. CURTAINS, DRAPERIES, FABRIC HANGINGS, AND SIMILAR COMBUSTIBLE DECORATIVE MATERIALS SUSPENDED FROM WALLS OR CEILINGS SHALL NOT EXCEED 10% OF THE WALL OR CEILING AREA TO WHICH SUCH MATERIALS ARE ATTACHED. (LAFC 807.3)
12. IN EVERY GROUP A, E, I, R-1, R-2, AND R-2.1, ALL DRAPES, HANGINGS, CURTAINS, DROPS, AND ALL OTHER DECORATIVE MATERIAL SHALL BE MADE FROM A NONFLAMMABLE MATERIAL OR TREATED AND MAINTAINED IN A FLAME-RETARDANT CONDITION BY MEANS OF A FLAME-RETARDANT SOLUTION OR PROCESS APPROVED BY THE OSFM. (TITLE 19, DIV 1, 3.08)
13. PROVIDE ALL NECESSARY CEILING OR WALL ACCESS PANELS AS REQUIRED FOR AIR CONDITIONING, PLUMBING, FIRE SPRINKLER AND ELECTRICAL SYSTEMS. IN FIRE RATED ASSEMBLIES PROVIDE RATED ACCESS PANELS WITH SELF CLOSING DEVICES.
14. FIRE BLOCKING, VERT. OR HORIZ., SHALL CONFORM TO CBC SECTION 718.2
15. ALL DIMENSIONS ARE TO FACE OF STUD OR CENTER LINE OF PARTY WALL U.N.O. ON PLANS WHERE SHEAR SHEATHING OCCURS FACE OF STUD DIMENSION IS TO FACE OF SHEATHING. SEE STRUCTURAL DRAWINGS FOR:
   A. SIZE AND LOCATION OF COLUMN, WALLS, BEAMS & SLABS
17. ALL DOWNSPOUTS TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS PER CIVIL ENGINEER. PLEASE REFERENCE CIVIL DRAWING SHEET C-07 FOR SIZES AND DIMENSIONS.
18. A. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED.
   B. EXIT SIGNS ILLUMINATED BY AN EXTERNAL SOURCE SHALL HAVE AN INTENSITY OF NOT LESS THAN 5 FOOT CANDLES (54 LUX).
   C. INTERNALLY ILLUMINATED SIGNS SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SECTION 2702.
   D. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES.
   E. EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MIN. IN CASE OF PRIMARY POWER LOSS. 1013.5-1013.6.3.
   F. EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. 1010.1.9.
   G. DOOR HANDLES, LOCK AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT A MIN. 34" AND A MAX. 48" ABOVE THE FINISHED FLOOR. 1010.1.9.2.
   H. ALL EGRESS DOOR OPERATION SHALL ALSO COMPLY WITH SECTION 1010.1.9.
   I. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE. 1008.1.
   J. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING AREAS: 1008.3
      I. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS;
      II. CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS;
      III. EXTERIOR EGRESS COMPONENTS AT OTHER THAN THEIR LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
      IV. INTERIOR EXIT DISCHARGE ELEMENTS, AS PERMITTED IN SECTION 1028.1, IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
      V. EXTERIOR LANDINGS, AS REQUIRED BY SECTION 1010.1.6, FOR EXIT DISCHARGE DOORWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
   K. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 2702. 1008.3
   L. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOR-CANDLE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT-CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT-CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT-CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. 1008.3
   M. THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM PROVIDED FROM STORAGE BATTERIES UNIT EQUIPMENT OR AN ON-SITE GENERATOR SET, AND THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE ELECTRICAL CODE. FOR HIGH RISE BUILDINGS, SEE SECTION 403.

SLAB PLAN KEYNOTES

	DESCRIPTION (NOT ALL NOTES APPLY TO DRAWING)
1	CONCRETE SLAB ON GRADE (SEE STRUCTURAL DRAWINGS)
2	REINFORCED P.T. CONCRETE SLAB (SEE STRUCTURAL DRAWINGS)
3	ELEVATOR PIT OPENING VERIFY SIZE AND DEPTH WITH MANUFACTURER (SEE STRUCTURAL DRAWINGS)
4	EDGE OF SLAB
5	OUTLINE OF UNIT LOCATION
6	TRAFFIC RATED GARAGE FLOOR DRAIN. (SEE PLUMBING DRAWINGS)
7	CONCRETE COLUMN (SEE STRUCTURAL DRAWINGS)
8	CONCRETE MASONRY UNIT WALL (SEE STRUCTURAL DRAWINGS)
9	CONCRETE SHEAR WALL (SEE STRUCTURAL DRAWINGS)
10	TOPPING SLAB AREA DRAIN O/ PODIUM DECK SLAB (2 PERCENT) I/4" PER FOOT MIN. SLOPE TO DRAIN FOR MAX. 1/2" BELOW DEPRESSED SLAB EDGE PERIMETER
11	SUMP PIT (SEE PLUMBING & STRUCTURAL DRAWINGS)
12	DEPRESSED SLAB DROPS DOWN 5 1/2", FROM T.O.S, AT EDGE OF COURTYARD PERIMETER WALLS, BEFORE IT SLOPES TO DRAIN. (SEE STRUCTURAL DRAWINGS)
13	DEPRESSED PATIO SLAB DROPS 1/2" AT BUILDING PERIMETER AND SLOPES 1/4" PER FOOT (2 PERCENT) MAX. TO EDGE OF PATIO U.N.O. (SEE STRUCTURAL DRAWINGS)
14	PROVIDE SLAB CRICKETS AS REQUIRED.
15	SLAB OPENING.
16	DRAIN THROUGH TOPPING SLAB AND POST TENSIONED SLAB. (SEE LANDSCAPE, STRUCTURAL & PLUMBING DRAWINGS)
17	CMU LANDSCAPE WALL. (SEE LANDSCAPE & STRUCTURAL DRAWINGS)

FLOOR PLAN KEYNOTES

1	PROPERTY LINE
2	SETBACK LINE
3	SLAB ON GRADE
6	FIRE WALL
7	COLUMNS
8	DIRECTIONAL ARROW, (2) COATS WHITE TRAFFIC PAINT, SEE DETAIL...
9	PARKING STRIPING, (2) COATS OF WHITE TRAFFIC PAINT SINGLE STRIPING OF STALLS
10	8'-2" MIN. CLEARANCE FOR ACCESSIBLE PARKING SEE DETAIL 6/A051
11	ACCESSIBLE LOADING AND UNLOADING AISLE WITH PAINTED STRIPING.
12	ACCESSIBLE PARKING.
13	ACCESSIBLE PARKING SIGNAGE.
14	PARKING TURNING RADIUS (FOR REFERENCE)
15	RESIDENTIAL ACCESS MOTORIZED GATE PER DOOR SCHEDULE
16	PAINTED STRIPING
17	PAINTED INTERNATIONAL SYMBOL OF ACCESSIBILITY.
18	BIKE PARKING, DERO DECKER BY AMERICAN BICYCLE SECURITY COMPANY, OR APPROVED EQUAL.
19	LANDSCAPE SCREEN
20	BIKE STORAGE
21	LINE OF WALL OR STRUCTURE ABOVE
22	LINE OF WALL OR STRUCTURE BELOW
23	TRASH CHUTE ABOVE
24	TRASH AND/OR RECYCLED BINS BY OWNER
25	BOLLARD
26	STORAGE UNITS
27	FILL VOID WITH NON COMBUSTIBLE INSULATION
28	STEEL CANOPY.
29	EXTERIOR LIGHTS. (SEE ELECTRICAL DRAWINGS)
30	2-HR RATED MECHANICAL SHAFT (SEE MECHANICAL DRAWINGS)
31	2-HR MECHANICAL SHAFT ABOVE (SEE MECHANICAL DRAWINGS)
32	2-HR RATED ELECTRICAL SHAFT (SEE ELECTRICAL DRAWINGS)
33	2-HR ELECTRICAL SHAFT ABOVE (SEE ELECTRICAL DRAWINGS)
34	SLAB OPENING - MECHANICAL GARAGE VENTILATION
35	2-HR RATED GARAGE EXHAUST SHAFT
36	PLANTING AREA WITHIN CMU PLANTER (SEE LANDSCAPE DRAWINGS)
37	LANDSCAPE PLANTERS, SEE DETAIL 16/A946. (SEE LANDSCAPE & PLUMBING DRAWINGS)
38	ACCESS PANEL / DOOR
39	DETECTABLE WARNING PAVING/TRUNCATED DOMES..
40	DOWNSPOUT. SEE CONNECTION AT PODIUM, SEE DETAIL 9/A946.
41	AREA DRAIN (SEE PLUMBING DRAWINGS)
42	LINE OF SLOPE TO DRAIN
43	SUMP PIT (SEE PLUMBING & STRUCTURAL DRAWINGS)
44	2-HR RATED SHAFT
45	2-HR SHAFT ABOVE (SEE PLUMBING DRAWINGS)
46	RAINLEADER
47	CONCRETE COLUMN W/ GYPSUM BOARD
48	TRASH COMPACTOR.
49	ACCESSIBLE DRINKING FOUNTAIN AND FILLING STATION -
50	LINE OF LANDSCAPE TRELLIS ABOVE (SEE LANDSCAPE & STRUCTURAL DRAWINGS)
51	HOSE BIB (SEE LANDSCAPE & PLUMBING DRAWINGS FOR DETAILS)
52	CONCRETE TOPPING SLAB O/ SLOPED STRUCTURAL SLAB, SEE DETAIL 10/A946. (SEE LANDSCAPE & STRUCTURAL DRAWINGS)
53	CLASS 1 STANDPIPE W/ PRESSURE VALVE -
54	WHEEL STOP AT VEHICULAR AREAS PER CBC 1116A.5 (SEE DETAIL 11/A914)
55	PARAPET WALL
56	42" MIN. METAL GUARDRAIL AT BALCONIES. SEE ELEVATIONS ON A300'S & DETAIL 7/A923.
57	48" MIN. STUCCO WALL ON PATIOS
58	ROLL UP DOOR
59	PODIUM DECK DRAIN, SEE DETAIL 11/A946. (SEE LANDSCAPE & PLUMBING DRAWINGS)
60	UNIT DECK DRAIN
61	METAL LOUVER
62	DRAIN IN BETWEEN PLANTER AND WALL. SEE DETAIL 13/A946.
63	SLAB TRANSITION. SEE DETAIL 23/A946.
64	INSTALLED EV CHARGER PER CGBSC 4.106.4
65	RACEWAY TERMINATION POINT FOR EV CHARGERS
66	PODIUM LEVEL IRRIGATION CONTROLLER LOCATION

ROOF PLAN LEGEND

- SLOPE ROOF 1/4" PER FOOT MIN
- ROOF DRAIN AND OVERFLOW DRAIN
- CRICKET SLOPE 1/4" PER FOOT MIN.
- ROOF MEMBRANE TRAFFIC PAD. 150 MIL. THICK 30" WIDE. SECURE TO ROOFING PER MANUFACTURER'S RECOMMENDATIONS.
- GRAVITY VENT
- ROOF HATCH
- 6'-0" DISTANCE LINE FROM EDGE OF ROOF PARAPET

SLAB PLAN LEGEND

- AREA DRAIN
- PLANTER DRAIN
- SLOPE % — DIRECTION OF SLOPE @ 1/4" PER FOOT MINIMUM, U.N.O. CROSS SLOPE SHALL NOT EXCEED 1/4" PER FOOT
- SPOT ELEVATION
- SLAB BREAK OR DEPRESSION
- INDICATES SLAB ON GRADE - FINISHED FLOOR HEIGHT AS INDICATED
- INDICATES AREA FOR DEPRESSED STRUCTURAL SLAB STRUCTURAL SLAB CONFIGURATION (ALTERNATE CONFIGURATIONS AS DESIRED BY CONTRACTOR) AS NOTED BELOW:
  1. STRUCTURAL SLAB IS POURED LEVEL (AT LOWEST TOP OF SLAB ELEVATION INDICATED) WITH TOPPING SLAB ADDED TO ACHIEVE SLOPE.
     - SLAB BREAKS AND TSS ELEVATIONS SHOWN ON PLANS ARE BASED ON THIS CONFIGURATION.
  2. CONTRACTORS OPTION: STRUCTURAL SLAB AND TOPPING SLAB ARE POURED INTEGRAL TO ACHIEVE SLOPE.
     - SLAB BREAK DIMENSIONS AND TSS ELEVATIONS SHALL BE RECALCULATED AND DETERMINED BY GENERAL CONTRACTOR.
- INDICATES OVER POUR SLAB THAT IS POURED LEVEL WITH STRUCTURAL SLAB
- INDICATES EXTENT OF LOWERED STRUCTURAL SLAB OR INTERSTITIAL SPACE ABOVE
- INDICATES CONCRETE SLAB OVER FRAMING OVER FOAM FILL - SEE STRUCTURAL FOR DETAILS
- SLAB OPENING
- SLOPE SLAB TO DRAIN
- DIRECTION OF SLOPE @ 1/4" PER FOOT MAXIMUM CROSS SLOPE SHALL NOT EXCEED 1/4" PER FOOT *(SLOPING TO OCCUR IN DIRECTION OF DRAINAGE PATH)*
- 6" WIDE SCUPPER AT WALL

FLOOR PLAN LEGEND

- 501 — DOOR NUMBERING AT COMMON AREA, REFER TO SHEET A801
  - DOOR NUMBER (0,1,...)
  - BUILDING LEVEL (1, 2,...)
- S151 — DOOR NUMBERING AT STAIR ENCLOSURE, REFER TO SHEET A802
  - DOOR NUMBER (0,1,...)
  - BUILDING LEVEL (1, 2,...)
  - STAIR LOCATION (S1, S2,...)
- XXXX — UNIT NUMBER
- UNIT XX.X — UNIT TYPE
- A6XX — REFERENCE SHEET NUMBER
- ADA ACCESSIBLE PATH OF EGRESS
- FE — FIRE EXTINGUISHER @ 3,000 SF PER UNIT. FIRE EXTINGUISHER CABINET. TOP AT +48" MAX AFF. -SEMI-RECESSED IN FRAMED WALLS -SURFACE MOUNTED TO CONCRETE OR CMU
- INDICATES ADA REQUIREMENTS
- STANDPIPE
- FDC — FIRE DEPARTMENT CONNECTION
- KB — WALL MOUNTED KNOX BOX
- DS — DOWNSPOUT
- DETECTABLE WARNING PAVING, SEE DETAIL 10 & 17 ON SHEET A051
- AED — AED @ 5'-0" MAX. ABOVE FLOOR LEVEL
- HATCH INDICATES 8'-2" HEAD CLEARANCE
- "NO PARKING" STRIPING
- CBC CHAPTER 11B COMMUNICATIONS COMPLIANT UNIT
- CBC CHAPTER 11B MOBILITY COMPLIANT UNIT
- 2 HOUR FIRE RATED ASSEMBLY
- CONCRETE WALL - 2 HR TO 3 HR
- CMU WALL - 2 HR TO 3 HR
- 6" WOOD OR METAL STUD WALL
- 4" WOOD OR METAL STUD WALL
- AD — AREA DRAIN, VERIFY LOCATION PER PLUMBING

ROOF PLAN KEYNOTES

1	LINE OF ROOF
2	PARAPET COPING (SEE PLANS AND EXTERIOR ELEVATIONS FOR PARAPET HEIGHTS)
3	LINE OF WALL BELOW
4	CONDENSING UNIT (SEE MECHANICAL)
5	MECHANICAL UNIT PLATFORM -
6	TRASH CHUTE VENT
7	SCUPPERS TO LEADER HEAD AND DOWNSPOUT
8	LINE 2-HR. FIRE WALL BELOW.
9	TERMINATE FIRE WALL AT THE UNDERSIDE OF COMBUSTIBLE ROOF. SHEATHING IS CONSTRUCTED OF FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4'-0" ON BOTH SIDES OF THE WALL. (PER SECTION 706.6 EXCEPTION 4.3), NO PENETRATION ALLOWED IN 4' ZONE
10	ROOF AREA BELOW
11	ROOF VENT
12	RAISED EQUIPMENT PAD
13	FUTURE SOLAR ZONE AREA
14	INSTALLED SOLAR AREA
15	1" CONDUIT TO SOLAR AREA FROM MAIN ELECTRICAL ROOM
16	MINIMUM 4' X 4' ROOF HATCH
17	CRICKET SLOPE TO SCUPPER
18	PATHWAY FROM SOLAR THERMAL TO SOLAR ZONE

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JORDAN DOWNS H2A (AREA 3A)
2299 E 99TH PLACE, LOS ANGELES, CA 90002
NOT FOR CONSTRUCTION

No.	Date	Description
1	06/03/2021	100% SCHEMATIC DESIGN
2	07/01/2021	100% DESIGN DEVELOPMENT
3	09/27/2021	100% PDPP SUBMITTAL
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL
5	01/31/2022	3RD BLDG. DEPT. SUBMITTAL

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

LICENSED ARCHITECT
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GENERAL FLOOR PLAN NOTES

A200

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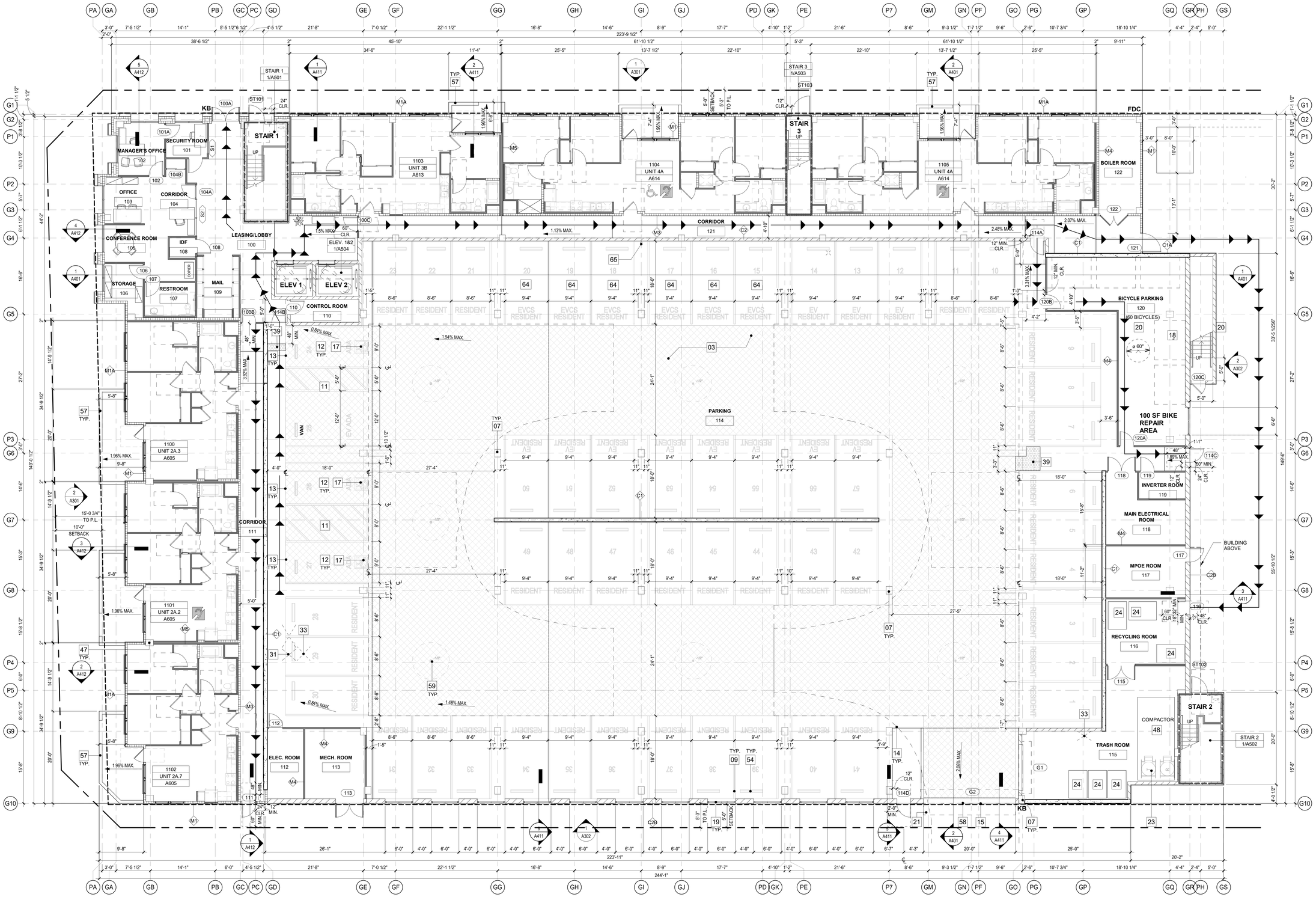
KALMIA STREET



LAUREL STREET

PODIUM GROUND FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

01/31/2022 3RD BUILDING DEPARTMENT SUBMITTAL

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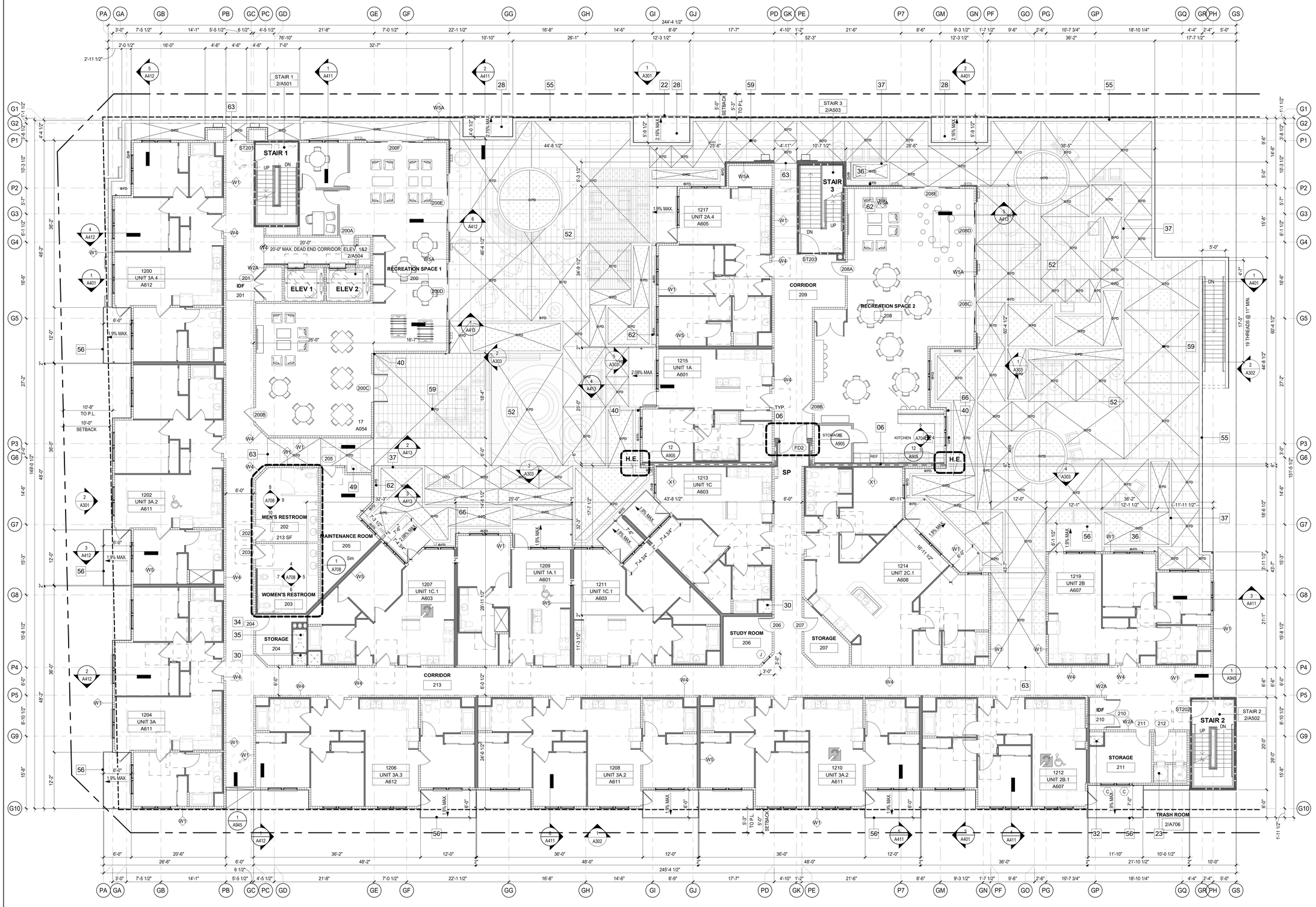
PODIUM - GROUND FLOOR PLAN

A201



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KTGY Project No: 20200075

Project Contact: Gary Leus
Email: gleus@ktgy.com

Principal: Ryan Flautz
Project Designer: Keith McCloskey

Developer

BRIDGE Housing
5120 Goldleaf Circle, Suite 120
Los Angeles, CA 90056
PHONE NO. 424-419-5100
FAX NO.

JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

NOT FOR CONSTRUCTION

No.	Date	Description
1	06/03/2021	100% SCHEMATIC DESIGN
2	07/01/2021	100% DESIGN DEVELOPMENT
3	09/27/2021	100% PDPP SUBMITTAL
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL
5	01/31/2022	3RD BLDG. DEPT. SUBMITTAL

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LICENSED ARCHITECT
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Ren.07/31/23
STATE OF CALIFORNIA

PODIUM - 2ND FLOOR PLAN

A203

PODIUM - 2ND FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

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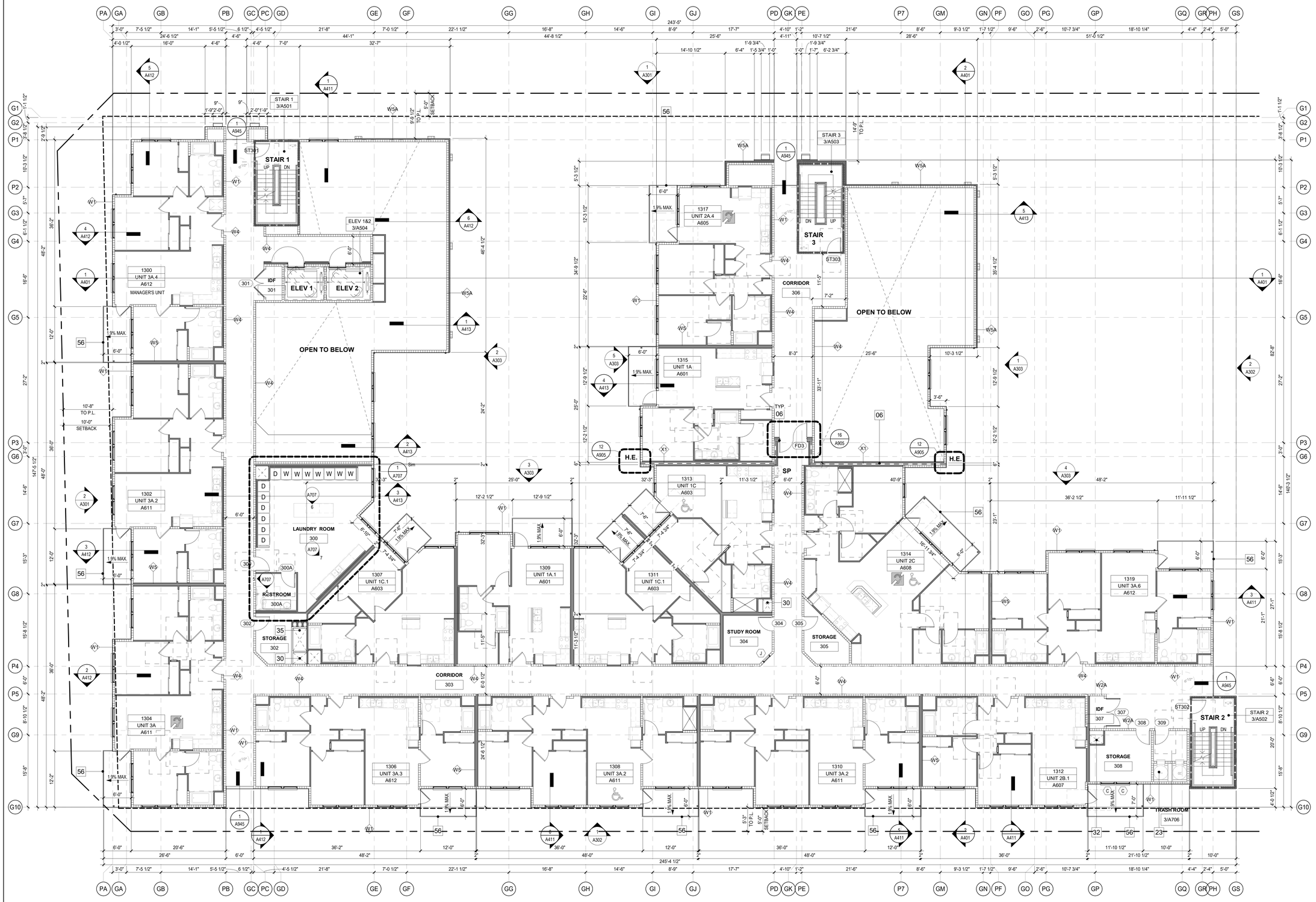

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LICENSED ARCHITECT
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STATE OF CALIFORNIA

PODIUM - 3RD FLOOR PLAN

A205

PODIUM - 3RD FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

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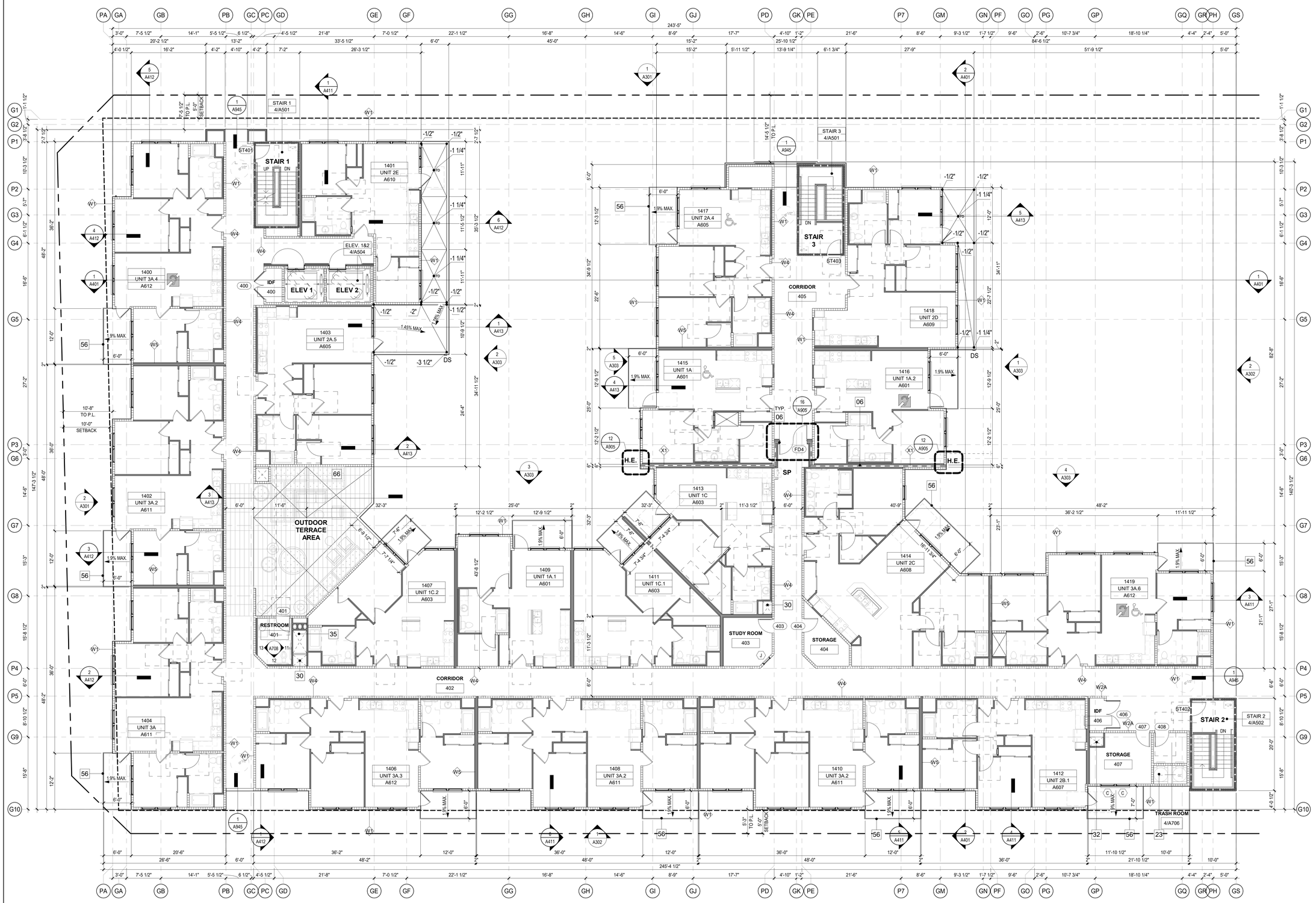

PODIUM - 4TH FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

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JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

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STATE OF CALIFORNIA

PODIUM - 4TH FLOOR PLAN

A206

01/31/2022 3RD BUILDING DEPARTMENT SUBMITTAL

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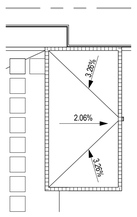
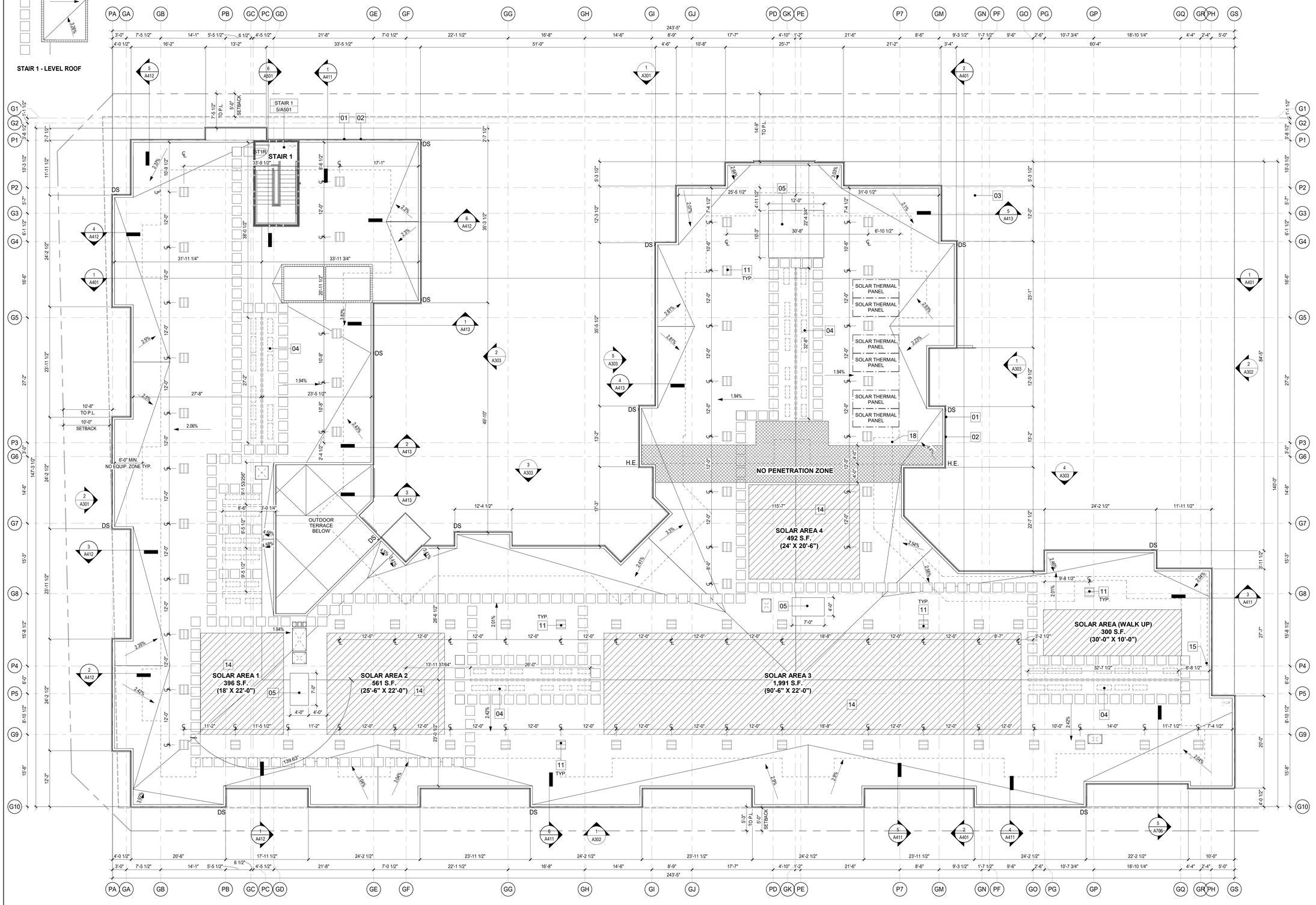


STAIR 1 - LEVEL ROOF

ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BE CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.

ROOF VENTILATION CALCULATION:
21,801 SF / 150 = 145.34 SF
145.34 SF X 144 = 20,928.96 SI
20,928.96 SI / 335 =62.47 ROOF VENTS
(63 ROOF VENTS PROVIDED) SEE DETAIL 8/A911

SOLAR READY AREA CALCULATION:
21,801 SF X 15% = 3,270.15 SF REQUIRED SOLAR AREA
3,440 SF PROVIDED
SOLAR AREA 1: 396 SF
SOLAR AREA 2: 561 SF
SOLAR AREA 3: 1,991 SF
SOLAR AREA 4: 492 SF



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JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002
2290 E 97TH STREET, LOS ANGELES, CA 90002

NOT FOR CONSTRUCTION

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LICENSED ARCHITECT
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STATE OF CALIFORNIA

PODIUM - ROOF PLAN

A207

PODIUM - ROOF PLAN | SCALE: 1/8" = 1'-0" | 1

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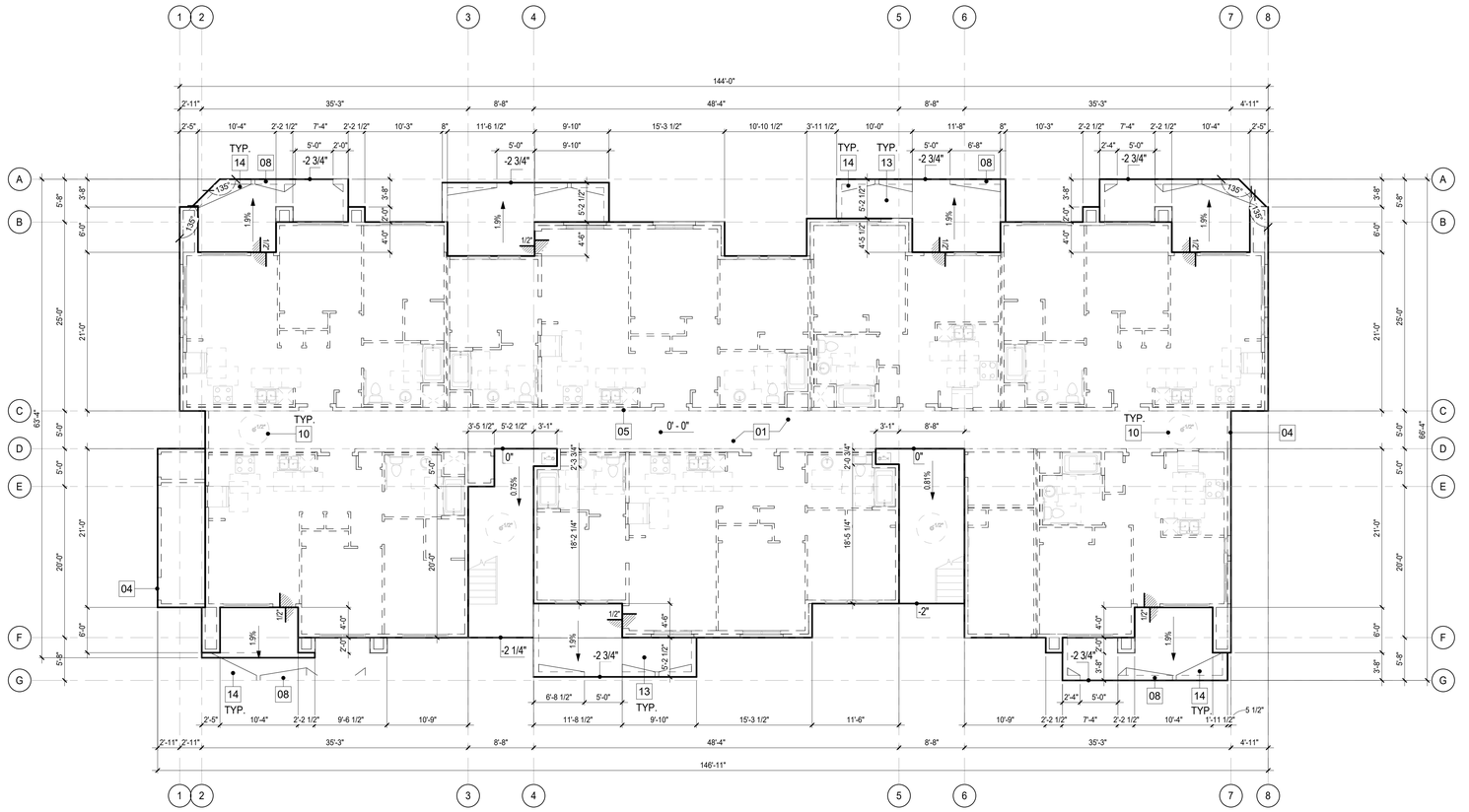
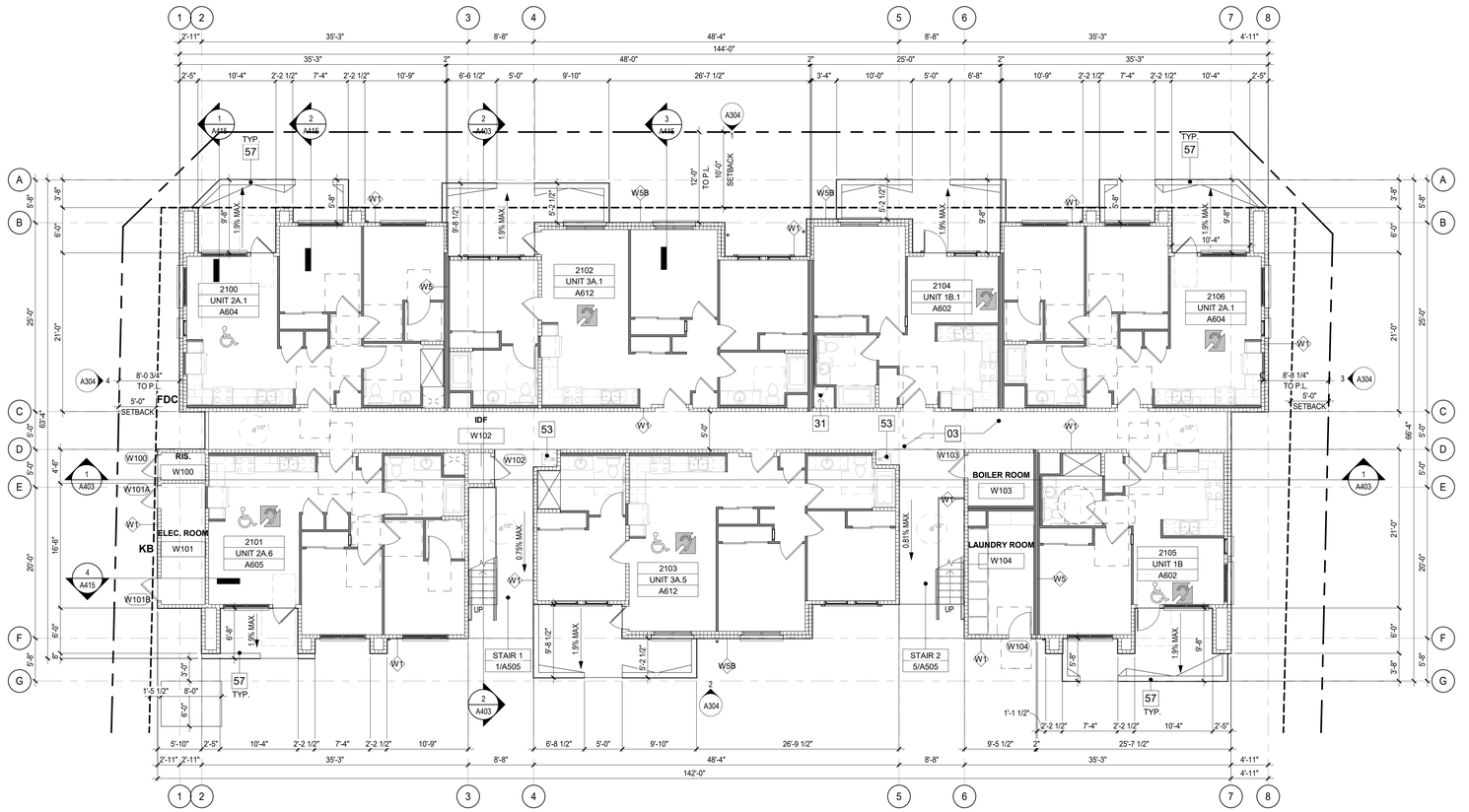


WALK UP - GROUND FLOOR SLAB PLAN | SCALE: 1/8" = 1'-0" | 2



WALK UP - GROUND FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

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Ren.07/31/23
STATE OF CALIFORNIA

WALK UP - GROUND FLOOR PLAN & SLAB PLAN

A211

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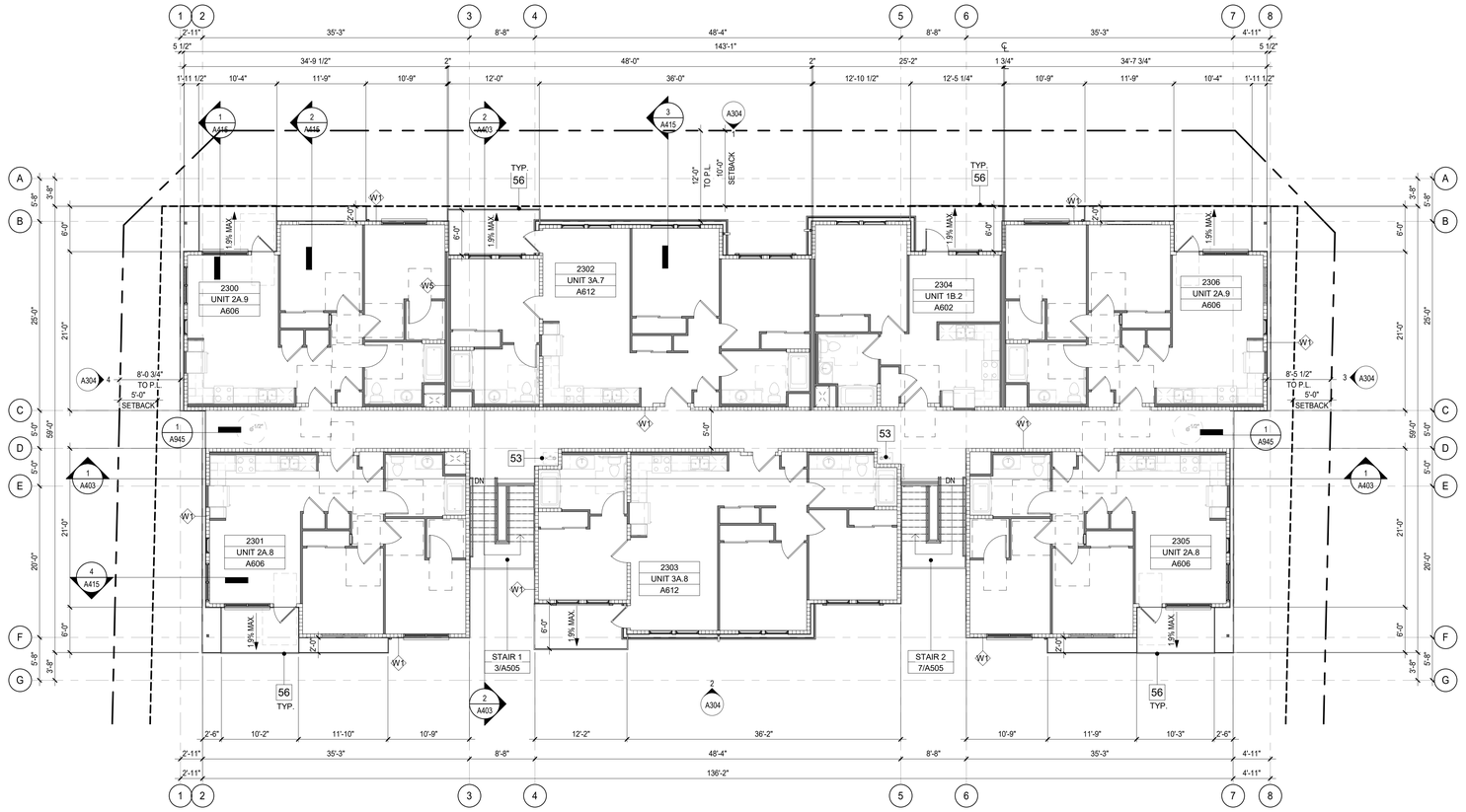
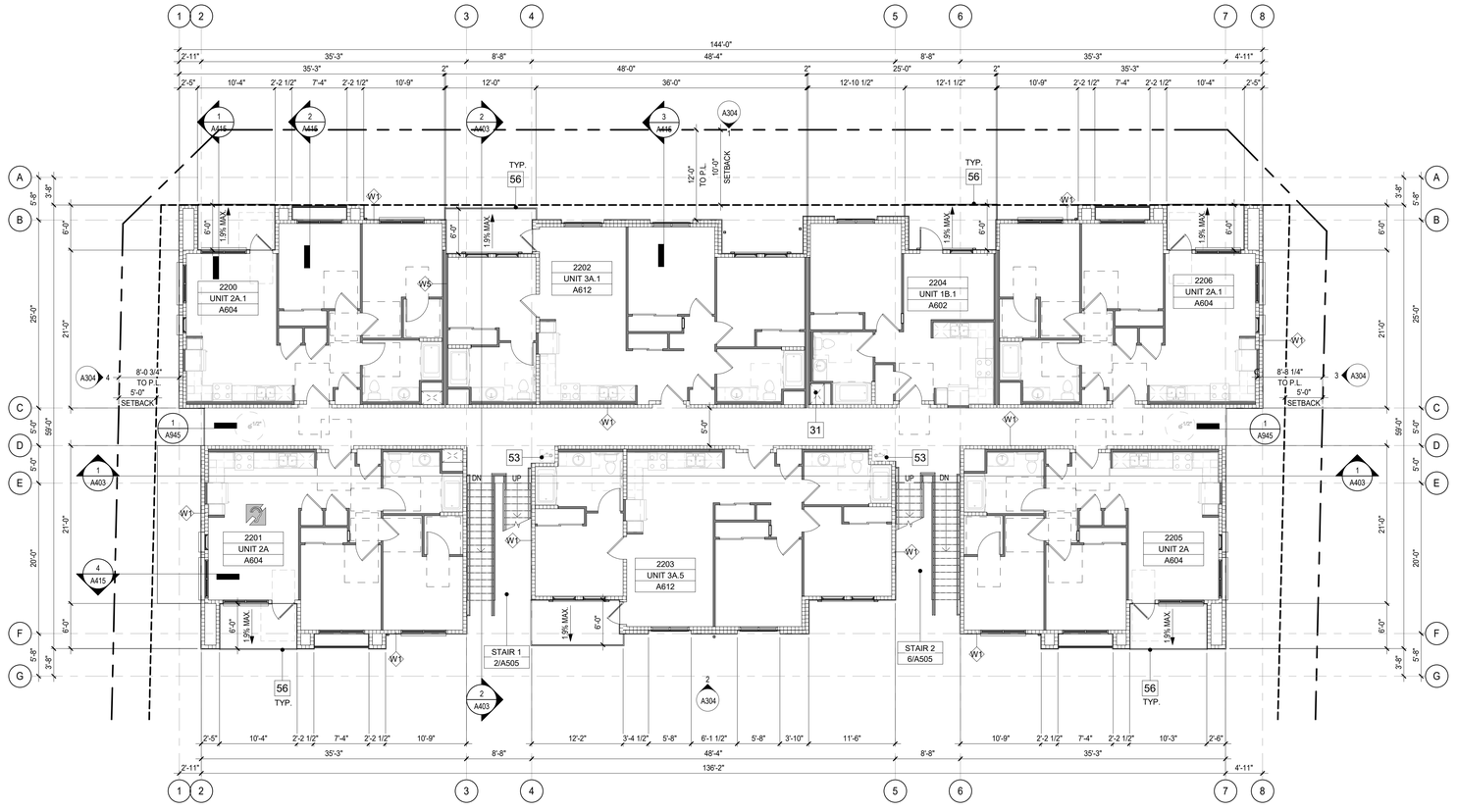


WALK UP - 3RD FLOOR PLAN | SCALE: 1/8" = 1'-0" | 2



WALK UP - 2ND FLOOR PLAN | SCALE: 1/8" = 1'-0" | 1

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No. C37768
Ren.07/31/23
STATE OF CALIFORNIA

WALK UP - 2ND FLOOR AND 3RD FLOOR PLAN

A212

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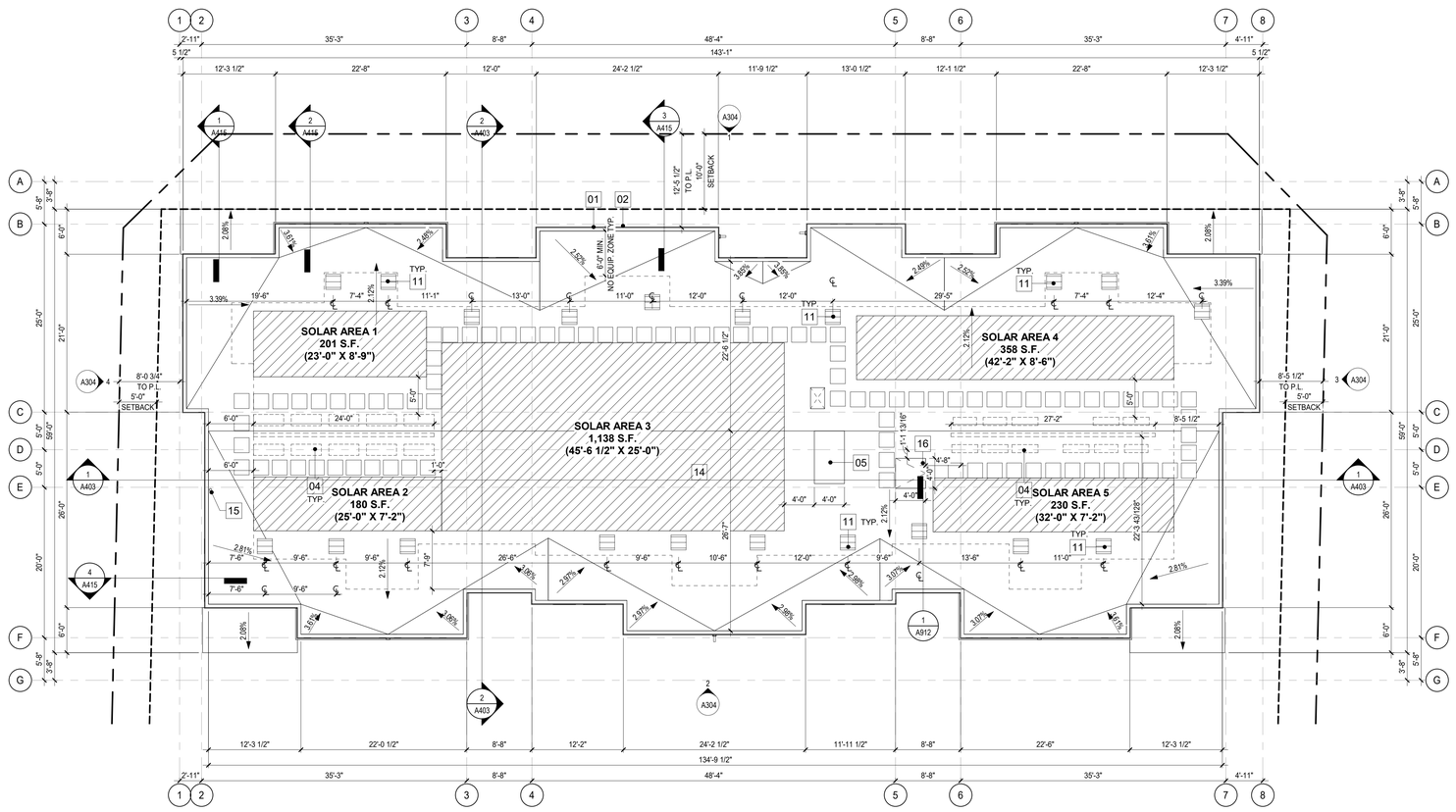

ROOF VENTILATION CALCULATION:
6,845 SF / 150 = 45.63 SF
45.63 SF X 144 = 6,571.2 SI
6,571.2 SI / 335 =19.62 ROOF VENTS
(20 ROOF VENTS PROVIDED) SEE DETAIL 8/A911

SOLAR READY AREA CALCULATION:
6,845 SF X 15% = 1,026.75 SF REQUIRED SOLAR AREA
2,407 SF PROVIDED
SOLAR AREA 1: 201 SF
SOLAR AREA 2: 180 SF
SOLAR AREA 3: 1,138 SF
SOLAR AREA 4: 358 SF
SOLAR AREA 5: 230 SF
SOLAR AREA 6 (PODIUM): 300 SF

ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BE CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.

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JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

NOT FOR CONSTRUCTION

No.	Date	Description
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL
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LICENSED ARCHITECT
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STATE OF CALIFORNIA

WALK UP - ROOF PLAN

A213

WALK UP - ROOF PLAN | SCALE: 1/8" = 1'-0" | 1

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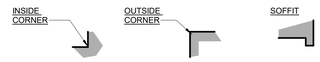
ELEVATION KEYNOTES

#	DESCRIPTION
1	VINYL WINDOWS
2	STOREFRONT WINDOW SYSTEM
3	STOREFRONT DOOR
4	METAL PANEL
5	METAL CANOPY
6	METAL LOUVERS
7	GARAGE DOOR
8	EXTERIOR DOOR
9	UNIT DECK DOOR
10	PLANTER WALL PER LANDSCAPE DRAWINGS
11	MASONRY VENEER
12	METAL AWNING
13	42" MIN. METAL GUARDRAIL AT BALCONIES
14	42" MIN. STUCCO WALL GUARDRAIL AT BALCONIES
15	LANDSCAPE SCREEN
16	FIRE DEPARTMENT ADDRESS SIGNAGE

GENERAL ELEVATION NOTES

1. BUILDING ADDRESS SIGNAGE SHALL CONTRAST WITH ITS BACKGROUND.
2. PAINT METAL REVEALS, CONTROL JOINTS, PARAPET COPING AND OTHER EXPOSED FLASHINGS TO MATCH COLOR OF ADJACENT PLASTER WALLS.
3. PROVIDE FLASHING FOR ALL ITEMS PENETRATING EXTERIOR WALL CONSTRUCTION SUCH AS WINDOWS, DOORS, MECHANICAL VENTS, ELECTRICAL BOXES, ETC. USE "QUICKFLASH" FLASHING PANELS WHEREVER POSSIBLE.
4. VERIFY ALL FINISH FLOOR ELEVATIONS WITH CIVIL PLANS.
5. CONFIRM ALL FINISH COLORS WITH ARCHITECT.
6. COLORS AND FINISH MATERIALS INDICATE APPROXIMATE COLOR AND MATERIAL RANGE. THE CONTRACTOR WILL PROVIDE FIELD MOCK-UPS IN THE QUANTITIES INDICATED OF THE ACTUAL FINISH MATERIALS IN THE TEXTURE, COLOR AND /OR SERIES SPECIFIED. CLIENT AND ARCHITECT WILL REVIEW, COMMENT AND/ OR APPROVE MOCK-UPS PRIOR TO INSTALLATION OF MATERIAL ON BUILDINGS.
7. ALL COLORS AND MATERIAL CHANGES TO OCCUR AT INSIDE CORNERS, TYPICAL UNO.



8. ALL WINDOW OPENINGS TO BE A MINIMUM OF 36" ABOVE FINISHED FLOOR (NOT SUBFLOOR). 2019 CBC SECTION 1015.8
9. DUCT TERMINATION THROUGH WALL TO OCCUR MINIMUM 3'-0" FROM WINDOW OR DOOR OPENING IF IN THE SAME PLANE OR LOWER.
10. ALL DIMENSION SHOWN ARE FROM TOP OF FINISH FLOR SLAB AT FIRST FLOOR OR TOP OF WOOD FLOOR SHEATHING AT OTHER FLOORS AT INTERIOR OF THE UNITS.
11. WINDOW HEADS ARE 8'-0" A.F.F.
12. REFER TO DETAIL SHEET A920 & A921 FOR MINIMUM WINDOW FLASHING INSTALLATION REQUIREMENTS.
13. REFER TO DETAIL SHEET A930 FOR MINIMUM DOOR FLASHING INSTALLATION REQUIREMENTS

PODIUM EXTERIOR FINISH LEGEND

- SA / 1 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7562 (ROMAN COLUMN)
- SB / 2 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 6155 (RICE GRAIN)
- SC / 3 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7046 (ANONYMOUS)
- WSB / 1 — MASONRY VENEER -
  COLOR: SW 7046 (ANONYMOUS)
- MD / 1 — METAL FINISH - DOOR
  COLOR: SW 0049 (SILVER GRAY)
- MR / 2 — METAL FINISH - RAILING
  COLOR: SW 6193 (PRIVILAGE GREEN)
- MP / 3 — METAL FINISH - PANEL
  COLOR: SW 6193 (PRIVILAGE GREEN)
- MS / 1 — METAL FINISH - STOREFRONT
  COLOR: SW 6193 (PRIVILAGE GREEN)
- W — WINDOWS
  COLOR: SW 6174 (ANDIRON)
- DD — DECK DOOR
  COLOR: SW 6174 (ANDIRON)

WALK-UP EXTERIOR FINISH LEGEND

- PA / 1 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 9599 (LIMESTONE)
- PB / 2 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7710 (BRANDYWINE)
- PC / 3 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7562 (ROMAN COLUMN)
- PD / 4 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7044 (AMAZING GRAY)
- PE / 5 — EXTERIOR PLASTER - 20/30 SAND FINISH
  COLOR: SW 7046 (ANONYMOUS)
- WSB / 1 — MASONRY VENEER
- MD / 1 — METAL FINISH - DOOR
  COLOR: SW 9600 (ARMORY)
- MR / 1 — METAL FINISH - RAILING
  COLOR: SW 9600 (ARMORY)
- MR / 2 — METAL FINISH - RAILING
  COLOR: SW 6243 (DISTANCE)
- MP / 1 — METAL FINISH - PANEL
  COLOR: SW 6243 (DISTANCE)
  METAL COMPOSITE MATERIALS FOR USE AS EXTERIOR WALL COVERINGS SHALL COMPLY WITH CBC 1407.1. (CBC 1407.1)
- W — WINDOWS
  COLOR: SW 9600 (ARMORY)
- DD — DECK DOOR
  COLOR: SW 9600 (ARMORY)

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GENERAL ELEVATION NOTES

A300

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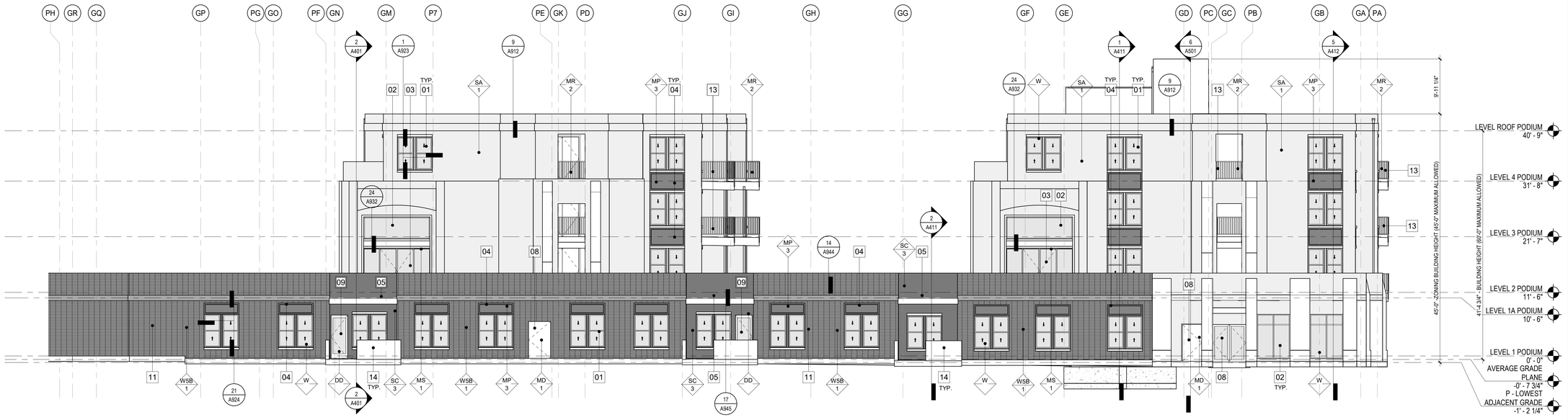
ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BE CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.

SEE A016 FOR AVERAGE GRADE PLANE CALCULATIONS

PODIUM - SOUTH ELEVATION | SCALE: 1/8" = 1'-0" | 2



SEE A016 FOR AVERAGE GRADE PLANE CALCULATIONS

PODIUM - WEST ELEVATION | SCALE: 1/8" = 1'-0" | 1

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It is the clients responsibility prior to or during construction to notify the architect in writing of any unapproved errors or omissions found in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

LICENSED ARCHITECT
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STATE OF CALIFORNIA

PODIUM - SOUTH AND WEST ELEVATIONS

A301

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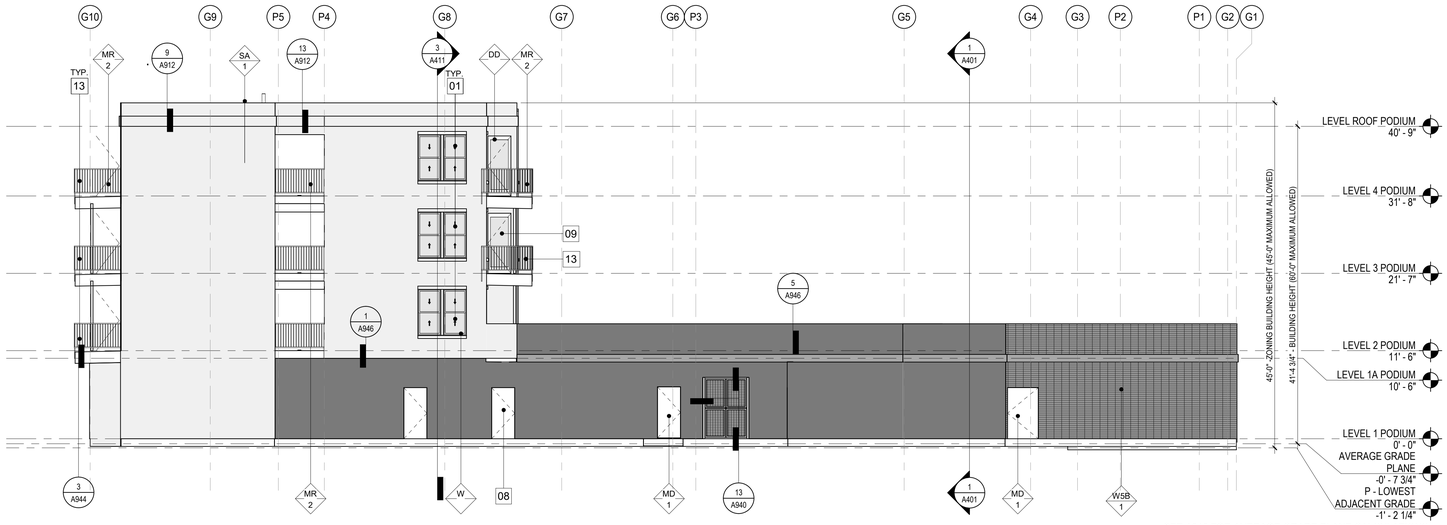
ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BE CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.



SEE A016 FOR AVERAGE GRADE PLANE CALCULATIONS

PODIUM - NORTH ELEVATION | SCALE: 1/8" = 1'-0" | 2

SEE A016 FOR AVERAGE GRADE PLANE CALCULATIONS

PODIUM - EAST ELEVATION | SCALE: 1/8" = 1'-0" | 1

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PHONE NO. 424-419-5100
FAX NO.

JORDAN DOWNS H2A (AREA 3A)

2299 E 99TH PLACE, LOS ANGELES, CA 90002

NOT FOR CONSTRUCTION

No.	Date	Description
1	06/03/2021	100% SCHEMATIC DESIGN
2	07/21/2021	100% DESIGN DEVELOPMENT
3	09/27/2021	100% PDPP SUBMITTAL
4	12/20/2021	2ND BLDG. DEPT. SUBMITTAL
5	01/31/2022	3RD BLDG. DEPT. SUBMITTAL

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LICENSED ARCHITECT
RYAN G FLAUTZ
No. C37768
Ren.07/31/23
STATE OF CALIFORNIA

PODIUM - NORTH AND EAST ELEVATIONS

A302

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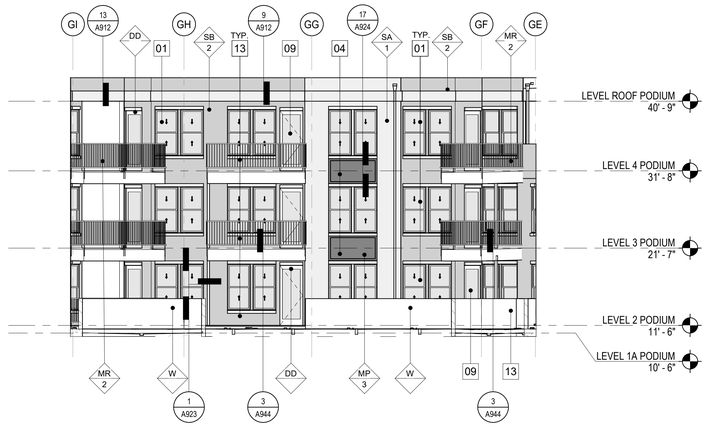
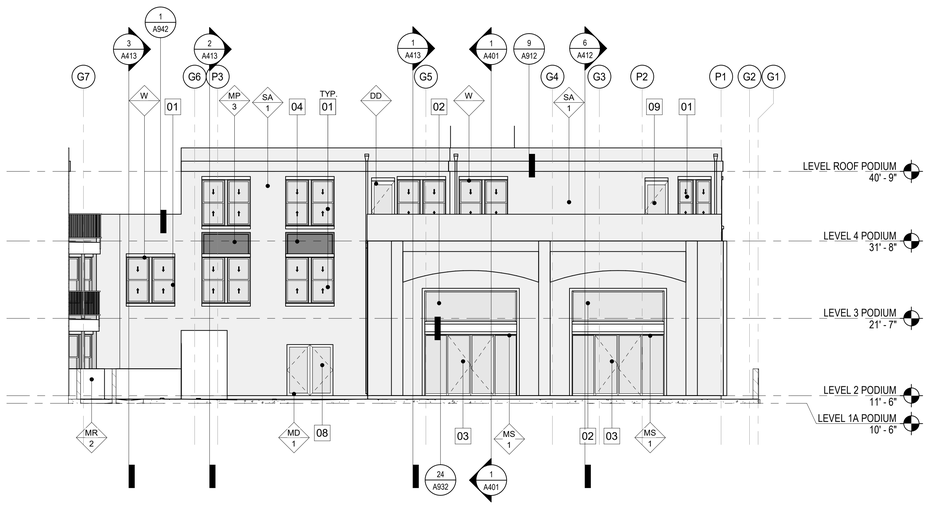
ALL ROOF RUNOFF TO DRAIN TO PROPOSED MAXWELL IV DRYWELLS BE CIVIL ENGINEER. PLEASE SEE CIVIL DRAWING SET SHEET C-07.



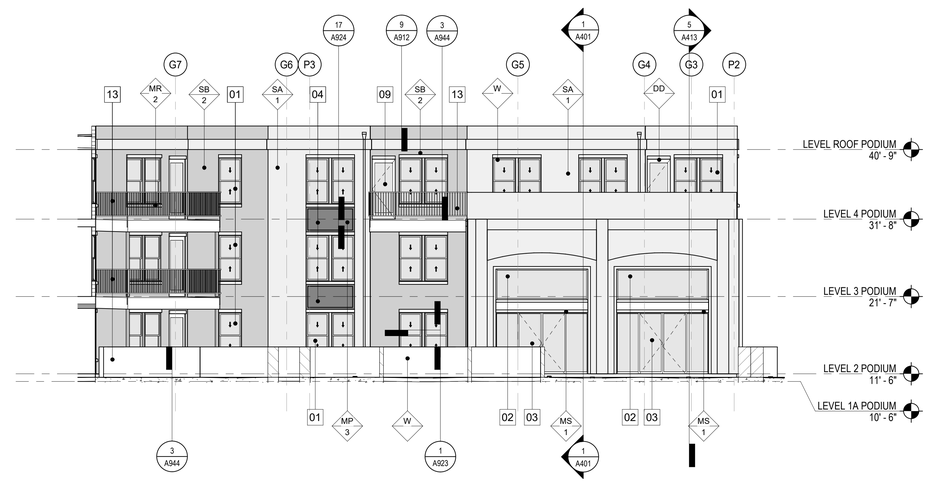
PODIUM SOUTH COURTYARD - EAST ELEVATION | SCALE: 1/8" = 1'-0" | 3

PODIUM SOUTH COURTYARD - NORTH ELEVATION | SCALE: 1/8" = 1'-0" | 5



PODIUM SOUTH COURTYARD - SOUTH ELEVATION | SCALE: 1/8" = 1'-0" | 2

PODIUM NORTH COURTYARD - EAST ELEVATION | SCALE: 1/8" = 1'-0" | 4



PODIUM NORTH COURTYARD - SOUTH ELEVATION | SCALE: 1/8" = 1'-0" | 1

ktgy

Architecture + Planning
433 S. Spring Street
Suite 750
Los Angeles, CA 90013
ktgy.com
310.394.2623

KTGY Project No: 20200075

Project Contact: Gary Leus
Email: gleus@ktgy.com

Principal: Ryan Flautz
Project Designer: Keith McCloskey

Developer

BRIDGE Housing
5120 Goldleaf Circle, Suite 120
Los Angeles, CA 90056
PHONE NO. 424-419-5100
FAX NO.

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PODIUM - COURTYARD ELEVATIONS

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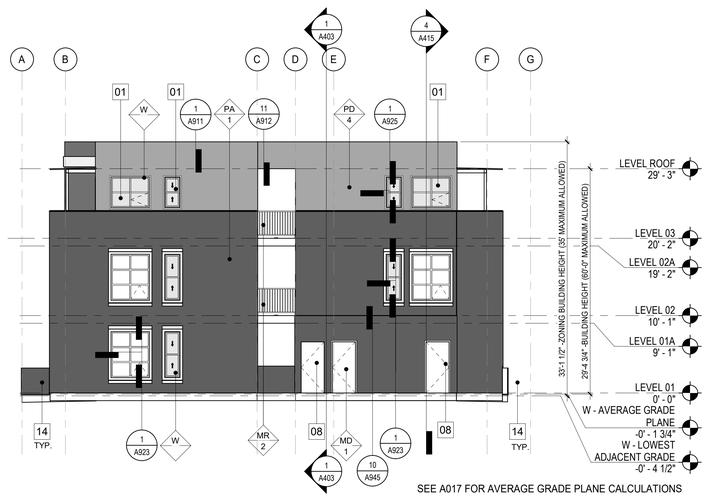

SEE A017 FOR AVERAGE GRADE PLANE CALCULATIONS

WALK UP - WEST ELEVATION | SCALE: 1/8" = 1'-0" | 4

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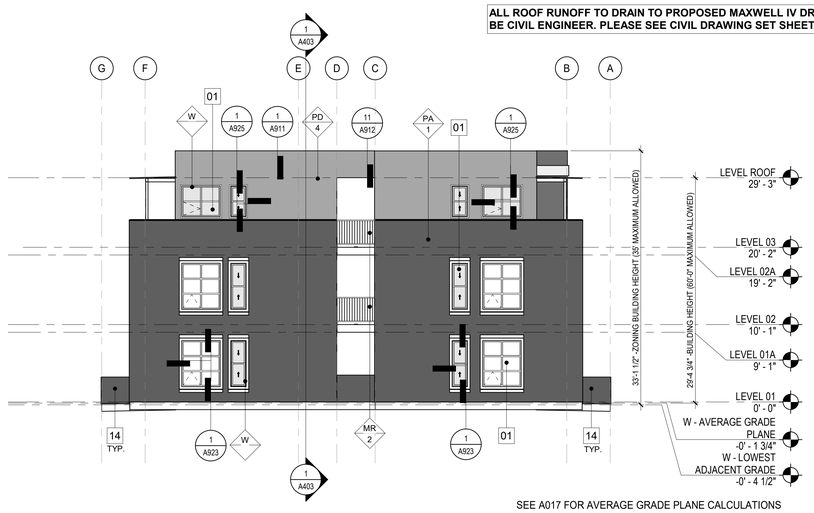

SEE A017 FOR AVERAGE GRADE PLANE CALCULATIONS

WALK UP - EAST ELEVATION | SCALE: 1/8" = 1'-0" | 3

SEE A017 FOR AVERAGE GRADE PLANE CALCULATIONS

WALK UP - SOUTH ELEVATION | SCALE: 1/8" = 1'-0" | 2

SEE A017 FOR AVERAGE GRADE PLANE CALCULATIONS

WALK UP - NORTH ELEVATION | SCALE: 1/8" = 1'-0" | 1

ktgy
Architecture + Planning
433 S. Spring Street
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Los Angeles, CA 90013
ktgy.com
310.394.2623

KTGY Project No: 20200075

Project Contact: Gary Leus
Email: gleus@ktgy.com

Principal: Ryan Flautz
Project Designer: Keith McCloskey

Developer

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Los Angeles, CA 90056
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STATE OF CALIFORNIA

WALK UP - EXTERIOR ELEVATIONS

A304

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EXHIBIT D

Financing Plan

[attached]

Jordan Downs 3A

Prepared For:	BRIDGE
Prepared By:	California Housing Partnership Corporation
Version:	7.5 - Closing
Revised:	2/18/2022
Filename:	Jordan Downs Phase 3A - 7.5 Closing.xlsm

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SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS
					Total Permanent Debt: *11,726,000*
Conventional Perm Loan - A/B Tranche	11,726,000	4.940%		40.0	*Term - 17 (yrs.)* *Index - 10Y T -* *2.040%* *Spread - 271 bps* *U/W Cushion - 19 bps*
HACLA Ground Lease Note	3,190,000	4.000%	2.137%	55.0	*Per Unit:* *41,974*
Accrued Deferred Interest - HACLA Grc	151,331				
HACLA Gap Loan	1,500,000	4.000%	2.137%	55.0	*Per Unit:* *19,737*
Accrued Deferred Interest - HACLA Ga	71,159				
Choice Neighborhood Initiative (CNI)	7,324,100	3.000%	1.788%	55.0	*Per Unit:* *96,370*
Accrued Deferred Interest - Choice Nei	284,730				
IIG	5,000,000	0.000%	0.000%	55.0	*Per Unit:* *65,789*
Capital Contributions					
General Partner (Developer Fee)	0				*Total LP capital includes release of bond collateral funded during construction*
GP Capital - [INSERT]	100				*Synd Costs* *203,500*
GP Capital - [INSERT]	0				*Net Equity for TCAC* *24,294,050*
GP Capital - [INSERT]	0				
GP Capital - [INSERT]	0				
Limited Partners	24,497,550				*Fed LIHTC:* *$0.980* *State LIHTC:* *$0.000*
TOTAL SOURCES	**53,744,970**				
Surplus/(Shortfall)	*0*				

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B		
Base Rate	4.750%	3.800%		
Cushion	0.190%	0.750%		
MIP	0.000%	0.000%		
GNMA/Servicing	0.000%	0.000%		
Issuer	0.000%	0.000%	*0*	*Issuer min/yr*
Trustee	0.000%	0.000%	*0*	*per annum*
Rating	0.000%	0.000%	*0*	*per annum*
Remarketing	0.000%	0.000%	*0*	*per annum*
Rebate Analyst	0.000%	0.000%	*0*	*per annum*
Total	**4.940%**	**4.550%**		

INVESTOR EQUITY STACK	
LIHTC Equity (Federal+State)	24,497,550
Historic Tax Credit	0
Investment Tax Credit (Solar PV	0
Subtotal LP Equity	**24,497,550**
CA Certificated Credit Sale	0
Total Investor Equity	**24,497,550**

OTHER ASSUMPTIONS	
Current AFR:	1.90%
AFR Month:	1/1/17
AFR Cushion:	0.00%
Total U/W AFR:	**1.90%**

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Construction Loan	31,662,288	3.250%	26	
HACLA Ground Lease Note	3,190,000	4.000%	26	
Accrued Deferred Interest - HACLA Grc	151,331			
HACLA Gap Loan	1,500,000	4.000%	26	
Accrued Deferred Interest - HACLA Ga	71,159			
Choice Neighborhood Initiative (CNI)	7,324,100	3.000%	26	
Accrued Deferred Interest - Choice Nei	284,730			
IIG	5,000,000	0.000%	26	
Costs Deferred Until Conversion	2,111,507			*See page 2 - right column*
Deferred Developer Fee	0			
Capital Contributions				***LP Equity - Construction Period***
General Partner (Developer Fee)	0			*LP Equity used for construction* *2,449,755* *10.00%*
GP Capital - [INSERT]	100			*LP Equity used for bond collateral* *0* *0.00%*
GP Capital - [INSERT]	0			***Total Equity During Constr*** ***2,449,755*** ***10.00%***
GP Capital - [INSERT]	0			
GP Capital - [INSERT]	0			*Syndication Costs* *203,500*
Limited Partners*	2,449,755			*Net Equity for TCAC* *2,246,255*
				Less Costs Deferred to Conversion *51,295,215*
TOTAL SOURCES	**53,744,970**			
Surplus/(Shortfall)	*0*			
Sources Less Deferred To Conversion:	*51,633,463*			

CONSTRUCTION LOAN INTEREST RATE	
Index Type:	OFR (50bps floor)
Current Index:	0.50%
Spread:	1.75%
Base Interest Rate (not including cushi	2.25%
Cushion - Total	1.00%
Interest Rate (All-In)	**3.25%**

CONSTRUCTION LOAN VALUATION		
Restricted NOI		773,889
OAR		4.50%
FMV per NOI		17,197,524
Agg. Credit Value @	0.98	24,497,550
Perm-Only Soft Debt		0
Total Value		41,695,074
LTV:		80.00%
Max. Const. Loan Amount		33,356,060
Commitment Amount		TBD

TAX-EXEMPT BOND DATA	
50% Test (see Page 7):	N/A
Issuer Inducement:	TBD
CDLAC Allocatior 0.00	TBD
Percent of CDLAC Allocation Us	0.00%
Const-only portion:	19,936,288
CDLAC Limit	N/A

Jordan Downs 3A

Uses of Funds

Version: 7.5 - Closing

		Res Cost:	100.00%	COST ALLOCATIONS					LIHTC ELIGIBLE BASIS		OTHER BASIS & COST ALL	
		Res Sq Foot:	100.00%									
					DEPRECIABLE						Deferred to	
	TOTAL	Per Unit	TOTAL RESIDENTIAL	NON-DEPREC	RESID.	NON-RES	EXPENSE	AMORTIZE	CONST/ REHAB	ACQ	Completion or Perm Conv.	Land/Basis for 50% Test
ACQUISITION COSTS												
Total Purchase Price - Real Estate: 3,190,000												
Land - Jordan Downs 3A	3,190,000	41,974	3,190,000	3,190,000							0	3,190,000
Land Holding Costs	14,750	194	14,750	14,750					0		0	14,750
HARD COSTS												
Total Construction Contract: 35,440,371												
NEW CONSTRUCTION												
Hard Costs-Unit Construction	29,242,908	384,775	29,242,908		29,242,908	0			29,242,908		0	29,242,908
Personal Property in Construction Contract	400,000	5,263	400,000		400,000	0			400,000		0	400,000
Site Improvements/Landscape	1,589,608	20,916	1,589,608		1,589,608	0			1,589,608		0	1,589,608
GC - General Conditions	1,664,672	21,904	1,664,672		1,664,672	0			1,664,672		0	1,664,672
GC - Overhead & Profit	2,058,644	27,087	2,058,644		2,058,644	0			2,058,644		0	2,058,644
GC - Insurance	111,817	1,471	111,817		111,817	0			111,817		0	111,817
GC - Bond Premium	372,722	4,904	372,722		372,722	0			372,722		0	372,722
Contingency - Owner's Construction	1,772,019	23,316	1,772,019		1,772,019	0			1,772,019		0	1,772,019
REHAB												
SOFT COSTS												
Architecture - Design	1,130,000	14,868	1,130,000		1,130,000	0			1,130,000		0	1,130,000
Design/Engineering - Landscape	75,000	987	75,000		75,000	0			75,000		0	75,000
Design/Engineering - Civil	170,000	2,237	170,000		170,000	0			170,000		0	170,000
Design/Engineering - Acoustic	25,000	329	25,000		25,000	0			25,000		0	25,000
Design/Engineering - Signage	35,000	461	35,000		35,000	0			35,000		0	35,000
Phase 2A Utility Reimbursement	57,938	762	57,938		57,938	0			57,938		0	57,938
Geotech/Soils Report	60,000	789	60,000		60,000	0			60,000		0	60,000
Phase I/II/Toxics Report	15,000	197	15,000		15,000	0			15,000		0	15,000
ALTA Survey	20,000	263	20,000		20,000	0			20,000		0	20,000
Special Inspections/Testing	80,000	1,053	80,000		80,000	0			80,000		0	80,000
HACLA Legal/Consultanting fees	150,000	1,974	150,000		150,000	0			150,000		0	150,000
HACLA Prevailing Wage Monitoring	50,000	658	50,000		50,000	0			50,000		0	50,000
LEED / HERS Rater	50,000	658	50,000		50,000	0			50,000		0	50,000
Owner's Rep / Construction Supervision	250,000	3,289	250,000		250,000	0			250,000		0	250,000
Consultant: Entitlement	60,000	789	60,000		60,000	0			60,000		0	60,000
Consultant: Reimbursables	61,256	806	61,256		61,256	0			61,256		0	61,256
HACLA Relocation Services	220,000	2,895	220,000		220,000	0			0		0	220,000
Local Development Impact Fees	1,140,000	15,000	1,140,000		1,140,000	0			1,140,000		0	1,140,000
Local Permits/Fees	839,600	11,047	839,600		839,600	0			839,600		0	839,600
Utilty Connection Fees	60,000	789	60,000		60,000	0			60,000		0	60,000
Real Estate Taxes During Const	20,000	263	20,000		20,000	0	0		20,000		0	20,000
Insurance During Const	1,254,699	16,509	1,254,699		1,254,699	0			1,254,699		0	1,254,699
Appraisal	30,000	395	30,000		30,000	0			30,000		0	30,000
Market/Rent Comp Study	15,000	197	15,000					15,000	0		0	0
Masterplanning Reimbursement	250,000	3,289	250,000		250,000	0			250,000		0	250,000
Local Lender Fees	48,220	634	48,220		48,220	0			48,220		0	48,220
HACLA Compliance Fee	220,000	2,895	220,000		220,000	0			0		0	220,000
Misc Admin	45,000	592	45,000		45,000	0			45,000		0	45,000
Soft Cost Contingency	370,761	4,878	370,761		370,761	0			370,761		0	370,761
Predev. Loan Interest/Fees	75,000	987	75,000		0		75,000		0	0	0	0
Construction Loan Interest	1,534,961	20,197	1,534,961		848,945	0	686,016		848,945		0	848,945
Accrued Interest - HACLA Ground Lease Note	151,331	1,991	151,331		104,020	0	47,311		104,020		0	104,020
Accrued Interest - HACLA Gap Loan	71,159	936	71,159		48,912	0	22,247		48,912		0	48,912
Accrued Interest - Choice Neighborhood Initiativ	284,730	3,746	284,730		194,582	0	90,148		194,582		0	194,582
Title/Recording/Escrow - Construction	25,000	329	25,000		25,000	0			25,000		0	25,000
Title/Recording/Escrow - Permanent	25,000	329	25,000					25,000			25,000	
Legal (Owner): Construction Closing	230,000	3,026	230,000		230,000	0			230,000		0	230,000
Organization of Ptnshp	7,500	99	7,500					7,500			0	
Syndication - GP	20,000	263	20,000	20,000							0	
Syndication - LP	20,000	263	20,000	20,000							0	
Syndication Consulting	80,000	1,053	80,000	80,000							2,500	
Audit/Cost Certification	76,000	1,000	76,000				76,000				0	
TCAC Application/Res/Monitoring Fee	133,160	1,752	133,160					133,160			31,160	
Marketing/Lease up/start-up	350,000	4,605	350,000				350,000				0	
Furnishings Not in Contract	150,000	1,974	150,000		150,000	0			150,000		0	150,000
Capitalized Operating Reserve (3 mos.)	683,020	8,987	683,020	683,020							683,020	
Developer Fee	2,200,000	28,947	2,200,000		2,200,000	0			2,200,000	0	1,350,000	2,200,000
COSTS OF ISSUANCE/FINANCING FEES												
Construction Lender Origination Fee	158,311	2,083	158,311		18,041	0		140,271	18,041		0	18,041
Construction Lender Expenses	35,000	461	35,000		3,988	0		31,012	3,988		0	3,988
Construction Lender Counsel	65,000	855	65,000		7,407	0		57,593	7,407		0	7,407
Permanent Lender Expenses	19,827	261	19,827		0	0		19,827	0		19,827	0
Permanent Lender Counsel	60,000	789	60,000		0	0		60,000	0		0	0
Permanent Loan Origination Fee	70,356	926	70,356		0	0		70,356	0		0	0
Subtotal - Financing/Costs of Issuance	*408,494*	5,375	*408,494*	*0*	*29,436*	*0*		*379,058*	*29,436*			*29,436*
TOTAL DEVELOPMENT COSTS	**53,744,969**	707,171	**53,744,969**	**4,007,770**	**47,830,759**	**0**	**1,346,722**	**559,718**	**47,390,759**	**0**	**2,111,507**	**51,035,509**
TDC Per Unit	*707,171*		100.00%									
TDC Net of accrued interest:	*53,237,750*											
TDC TCAC	*53,541,469*		*53,541,469*									

Developer Fee Calculation

Version: 7.5 - Closing

MAXIMUM DEVELOPER FEE CALCULATION

	CONST.	ACQ.	TOTAL
Fee per Base TCAC Formula	6,778,614	0	6,778,614
Percent of Total	*100.00%*	*0.00%*	*100.00%*
Max. Allowable Fee per TCAC (prorated)	2,200,000	0	2,200,000
Less: Development Consulting	*0*		*0*
Net Allowable	**2,200,000**	**0**	**2,200,000**
Less: Owner Reduction	0	0	0
Net Allowable	**2,200,000**	**0**	**2,200,000**

Maximum Base Developer Fee per TCAC		2,200,000
Most Restrictive Maximum Developer Fee:		**2,200,000**
Maximum Cash Fee per TCAC	*(Lesser of Calc. or Reservation Amount)*	2,200,000
Most Restrictive Maximum Cash Fee:		**2,200,000**

ACTUAL DEVELOPER FEE PAYMENT SCHEDULE

	Amount	% of Cash Fee	% of Total Fee
Construction Close	850,000	38.64%	38.64%
Conversion	1,100,000	50.00%	50.00%
Final LP Pay-in 1	250,000	11.36%	11.36%
Total: Cash Fee	**2,200,000**		
Plus: Deferred Developer Fee	0		0.00%
Plus: GP Capital	0		0.00%
Total Developer Fee	**2,200,000**		

Unit Mix & Rental Income

Version: 7.5 - Closing

AVERAGE AFFORDABILITY FOR LIHTC UNITS (% of Median)	47.05%
9% TCAC INCOME TARGETING POINTS:	50.00
RENT LIMITS AS OF YEAR:	2021

UTILITY ALLOWANCES	0BR	1BR	2BR	3BR	4BR	5BR
Jordan Downs 3A	-	38	50	60	76	96
RAD UA	-	74	85	95	-	-
0	-	-	-	-	-	-
	-	-	-	-	-	-

RESIDENTIAL INCOME

LIHTC - Tier 1 *Jordan Downs 3A* *TCAC* *30% AMI* % of Units: 13.33% *Section 8 SUBSIDIZED*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	3	500	30.01%	665	627	627	1,881	22,572	3	1,886	1,259	3,777	45,324	67,896
2BR	3	800	30.00%	798	748	748	2,244	26,928	3	2,402	1,654	4,962	59,544	86,472
3BR	3	1,300	30.01%	922	862	862	2,586	31,032	3	3,171	2,309	6,927	83,124	114,156
4BR	1	1,600	30.00%	1,029	953	953	953	11,436	1	3,443	2,490	2,490	29,880	41,316
TOTAL	**10**						**7,664**	**91,968**	**10**			**18,156**	**217,872**	**309,840**

LIHTC - Tier 4 *Jordan Downs 3A* *TCAC* *40% AMI* % of Units: 18.67% *Section 8* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	7	500	39.98%	886	848	848	5,936	71,232	7	1,886	1,038	7,266	87,192	158,424
2BR	7	800	40.00%	1,064	1,014	1,014	7,098	85,176	7	2,402	1,388	9,716	116,592	201,768
TOTAL	**14**						**13,034**	**156,408**	**14**			**16,982**	**203,784**	**360,192**

LIHTC - Tier 6 *Jordan Downs 3A* *TCAC* *50% AMI* % of Units: 22.67% *Section 8* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	6	500	50.00%	1,108	1,070	1,070	6,420	77,040	6	1,886	816	4,896	58,752	135,792
2BR	8	800	50.00%	1,330	1,280	1,280	10,240	122,880	8	2,402	1,122	8,976	107,712	230,592
3BR	2	1,300	50.00%	1,536	1,476	1,476	2,952	35,424	2	3,171	1,695	3,390	40,680	76,104
4BR	1	1,600	50.00%	1,715	1,639	1,639	1,639	19,668	1	3,443	1,804	1,804	21,648	41,316
TOTAL	**17**						**21,251**	**255,012**	**17**			**19,066**	**228,792**	**483,804**

LIHTC - Tier 7 *Jordan Downs 3A* *TCAC* *50% AMI* % of Units: 5.33% *NOT* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
2BR	2	800	50.00%	1,330	1,280	1,280	2,560	30,720	0	0	0	0	0	30,720
3BR	2	1,300	50.00%	1,536	1,476	1,476	2,952	35,424	0	0	0	0	0	35,424
TOTAL	**4**						**5,512**	**66,144**	**0**			**0**	**0**	**66,144**

LIHTC - Tier 9 *Jordan Downs 3A* *TCAC* *60% AMI* % of Units: 5.33% *Section 8* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
2BR	1	800	60.00%	1,596	1,546	1,546	1,546	18,552	1	2,402	856	856	10,272	28,824
3BR	3	1,300	59.99%	1,843	1,783	1,783	5,349	64,188	3	3,171	1,388	4,164	49,968	114,156
TOTAL	**4**						**6,895**	**82,740**	**4**			**5,020**	**60,240**	**142,980**

LIHTC - Tier 10 *Jordan Downs 3A* *TCAC* *60% AMI* % of Units: 12.00% *RAD* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	1	500	37.77%	837	1,256	763	763	9,156	1	763	0	0	0	9,156
2BR	2	800	40.00%	1,064	1,511	979	1,958	23,496	2	979	0	0	0	23,496
3BR	6	1,300	45.44%	1,396	1,748	1,301	7,806	93,672	6	1,301	0	0	0	93,672
TOTAL	**9**						**10,527**	**126,324**	**9**			**0**	**0**	**126,324**

LIHTC - Tier 11 *Jordan Downs 3A* *TCAC* *60% AMI* % of Units: 4.00% *NOT* *0*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	2	500	60.02%	1,330	1,292	1,292	2,584	31,008	0	0	0	0	0	31,008
3BR	1	1,300	59.99%	1,843	1,783	1,783	1,783	21,396	0	0	0	0	0	21,396
TOTAL	**3**						**4,367**	**52,404**	**0**			**0**	**0**	**52,404**

Non-LIHTC - Tier 1 *Jordan Downs 3A* % of Units: 18.67% *NOT SUBSIDIZED*

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	# of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR	2	500	55.19%	1,223	1,223	1,223	2,446	29,352	0	0	0	0	0	29,352
2BR	2	800	55.04%	1,464	1,464	1,464	2,928	35,136	0	0	0	0	0	35,136
3BR	10	1,300	55.05%	1,691	1,691	1,691	16,910	202,920	0	0	0	0	0	202,920

TOTAL	**14**					**22,284**	**267,408**	**0**		**0**	**0**	**267,408**

Staff Units - Site 1 *Jordan Downs 3A* **% of Units:**

Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent
2BR	1	800	0.00%	0	0	0	0	0
TOTAL	**1**						**0**	**0**

TOTAL RESIDENTIAL INCOME

	Number	Total Monthly Net Rent	Total Annual Net Rent	Monthly Section 8 Income	Annual Section 8 Income	Monthly RAD Income	Annual RAD Income	Monthly Test C Income	Annual Test C Income	Monthly Test D Income	Annual Test D Income	Grand Total Income	Total Floor Area
LIHTC	61	69,250	831,000	59,224	710,688	0	0	0	0	0	0	1,541,688	53,200
Non-LIHTC	14	22,284	267,408	0	0	0	0	0	0	0	0	267,408	15,600
Staff Units	1	0	0	0	0	0	0	0	0	0	0	0	800
TOTAL	**76**	**91,534**	**1,098,408**	**59,224**	**710,688**	**0**	**0**	**0**	**0**	**0**	**0**	**1,809,096**	**69,600**

MISCELLANEOUS INCOME

	Per Unit Per Month	Monthly Total	Annual Total
Laundry / Vending	6.00	456	5,472
Other	0.00	0	0
Parking	0.00	0	0
TOTAL	**6.00**	**456**	**5,472**

SUBSIDIZED UNIT MIX SUMMARY

Unit Type	Units With Section 8	Units With RAD	Units With Test C	Units With Test D	Units Without Subsidy	Total Units
0BR	0	0	0	0	0	0
1BR	16	1	0	0	4	21
2BR	19	2	0	0	5	26
3BR	8	6	0	0	13	27
4BR	2	0	0	0	0	2
TOTAL	**45**	**9**	**0**	**0**	**22**	**76**

SCATTERED SITE UNIT MIX SUMMARY

LIHTC						**Non-LIHTC**						**STAFF UNITS**					
Unit Type	Jordan Downs 3A	RAD UA	Test 3	0	0	Jordan Downs 3A	RAD UA	Test 3	0	0		Jordan Downs 3A	RAD UA	Test 3	0	0	
1BR	19	0	0	0	0	2	0	0	0	0		0	0	0	0	0	
2BR	23	0	0	0	0	2	0	0	0	0		1	0	0	0	0	
3BR	17	0	0	0	0	10	0	0	0	0		0	0	0	0	0	
4BR	2	0	0	0	0	0	0	0	0	0		0	0	0	0	0	
TOTAL	**61**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**0**		**1**	**0**	**0**	**0**	**0**	

TOTAL ALL TYPES

Unit Type	Jordan Downs 3A	RAD UA	Test 3	0	0
1BR	21	0	0	0	0
2BR	26	0	0	0	0
3BR	27	0	0	0	0
4BR	2	0	0	0	0
TOTAL	**76**	**0**	**0**	**0**	**0**

Calculation of Tax Credits

Version: 7.5 - Closing

	FEDERAL			CALIFORNIA		
	ACQUISITION	CONST/ REHAB	TOTAL	ACQUISITION	CONST/ REHAB	TOTAL
TOTAL ELIGIBLE COSTS	0	47,390,759	47,390,759	0	0	0
Less:						
50% Energy Investment Tax Credit (Res. Portion)	0	0	0	0	0	0
Historic Tax Credit (Res. Portion)		0	0		0	0
Non-Eligible Federal Financing	0	0	0	0	0	0
Non-Eligible Grants	0	0	0	0	0	0
Soft Loan Basis Deduction	0	0	0	0	0	0
Voluntary Reduction for Tie-Breaker	0	0	0	0	0	0
ELIGIBLE BASIS	0	47,390,759	47,390,759	0	0	0
Threshold Basis Limit			*51,541,921*			
TBL: Exclude GP Cap/DDF for 4%/State			*0*			
REQUESTED UNADJUSTED ELIGIBLE BASIS (For Tiebreaker)	0	47,390,759	47,390,759	0	0	0
HIGH COST ADJUSTMENT (Y or N) Y *DDA 2020*	100.0%	130.0%		100.0%	100.0%	
ADJUSTED ELIGIBLE BASIS	0	61,607,987	61,607,987	0	0	0
APPLICABLE FRACTION*	77.3%	77.3%		77.3%	77.3%	
QUALIFIED CREDIT BASIS	0	47,638,734	47,638,734	0	0	0
CREDIT RATE (TCAC UNDERWRITING) State - Total				13.00%	30.00%	
Federal Annual/Yr 1-3 State	9.00%	9.00%		9.00%	9.00%	
Year 4 - State				3.00%	3.00%	
MAX. POTENTIAL FEDERAL CREDIT (No Vol Basic Reduct/Actual Rate)						
Credit Rates	9.00%	9.00%				
Potential Credit	0	4,287,486	4,287,486			
Credit Rate Locked? *YES* Nov-16						
MAX. CREDIT AMOUNT PER TCAC UNDERWRITING						
Federal Annual/Yr 1State	0	4,287,486	4,287,486	0	0	0
Yr 2 State				0	0	0
Yr 3 State				0	0	0
Yr 4 State				0	0	0
Total				0	0	0
MAX PER GEOGRAPHIC REGION - BLENDED (x 125%)			#VALUE!			
MAX PER PROJECT ALLOCATION (9% ONLY)			2,500,000			
ACTUAL TCAC CREDIT RESERVATION						
Federal Annual/Total State	N/A	N/A	N/A	N/A	N/A	N/A
MAXIMUM ALLOWABLE CREDITS (Lesser of above)						
Federal Annual/Total State	**0**	**2,500,000**	**2,500,000**			**0**
MAXIMUM ALLOWABLE - TEN YEAR TOTAL			**25,000,000**			**0**

TOTAL STATE + FEDERAL LIHTC AMOUNTS - 10 YEARS				
Total Federal + State		**25,000,000**	Blended Credit Request:	2,500,000
General Partner Share	0.01%	2,500	Est. 125% Target for City of Los Angeles:	N/A
Limited Partner Share	99.99%	24,997,500	Credit Request Under / (Over) Geographic Regic	N/A

FIRST YEAR CREDIT CALCULATION (Federal) **Actual Basis Method?** N	Acquisition	Rehab/NC	"A" Bldgs: Acq	Rehab/NC	"B" Bldgs: Acq	Rehab/NC
Maximum Potential Federal Credit w/ Actual Basis-Annual	0	4,287,486	0	4,287,486	0	0
Wgt Avg Lease-up (from Page 7)			93.9%	93.9%	0.0%	0.0%
Maximum Potential Prorated Credit w/ Actual Basis			0	4,023,911	0	0
TCAC Credit Reservation-Annual	0	2,500,000	0	2,500,000	0	0
First Year Credit (Lesser of Above)			**0**	**2,500,000**	**0**	**0**

ENERGY INVESTMENT TAX CREDIT (Solar PV)	
Total PV Hard Costs	0
Related Soft Costs (Eng, Interst,	-
Related Developer Fee	-
Total Depreciable Basis	-
less: Grants/Rebates	-
Tax-Exempt Portion	0.01%
less: Tax-Exempt Portion	-
Net Basis for Business Tax Credit	-
Credit Percentage	0.0%
Total Credit	**0**
Residential Portion of Credit	**0**

***APPLICABLE FRACTION**	Number of Units	Fraction	Total Sq Ft	Fraction
LIHTC	61	81.3333%	53,200	77.3256%
Non-LIHTC	14	18.6667%	15,600	22.6744%
TOTAL	75	100.0000%	68,800	100.0000%
Applicable Fraction *(Lesser of Low Income Units or Sq Ft %)*		**77.3256%**		

Base Year Income & Expense

Version: 7.5 - Closing

INCOME		
Scheduled Gross Income - Residential		1,098,408
Total Gross Subsidy Income - Section 8		710,688
Total Gross Subsidy Income - RAD		0
Misc. Income		5,472
MHSA Operating Subsidy		0
Vacancy Loss - Residential	5.0%	(55,194)
Vacancy Loss - Section 8	5.0%	(35,534)
Vacancy Loss - RAD	5.0%	0
EFFECTIVE GROSS INCOME		1,723,840
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	1,400	
Legal	4,000	
Accounting/Audit	16,481	
Security	107,769	
Other: Misc. Admin	37,716	
Total Administrative		167,366
Management Fee		63,840
Utilities		
Fuel	0	
Gas	10,000	
Electricity	25,536	
Water/Sewer	48,336	
Resident Utility Reimbursement	0	
Total Utilities		83,872
Payroll/Payroll Taxes		
On-Site Manager/Office Admin	104,020	
Maintenance Payroll	77,960	
Manager Unit Expense/(Credit)	0	
Payroll Taxes/Benefits	64,192	
Total Payroll/Payroll Taxes		246,172
Insurance		64,846
Maintenance		
Painting Supplies	6,200	
Repairs (HCAC, etc.)	15,400	
Trash Removal	28,704	
Exterminating	9,280	
Grounds	32,900	
Elevator	11,000	
Misc. OpEx	650	
Total Maintenance		104,134
Other		
Code enforment, misc. taxes, licenses and permits	5,036	
REA	61,500	
HACLA + BRIDGE Compliance Fees	20,000	
Total Other		86,536
Resident Services		
Tenant Services	82,110	
Residential Participation Fee	1,875	
Social Service Coordinator	0	
Total Resident Services		83,985
Replacement Reserve		34,200
Real Estate Taxes		15,000
TOTAL EXPENSES - RESIDENTIAL		949,951
Per Unit Per Annum (incl. Reserves)	*12,499*	
Per Unit Per Annum (w/o taxes/res/svc))	*10,747*	
TCAC Minimum (w/o taxes/res/svc)	*4,700*	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		773,889
Less: Mandatory Annual HCD Payment (Grossed Up for DSCR Factor)	1.15	0
Less: Ground Lease - Minimum Payment		0
Less: Local Compliance Fee		0
ADJUSTED NET AVAILABLE INCOME: TOTAL		773,889
ADJUSTED NET OF COMMERCIAL:		773,889
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		98,735
Debt Service Coverage Ratio		1.15
AVAILABLE FOR DEBT SERVICE (NET OF OP SUBSIDY)		85,857
AVAILABLE FOR DEBT SERVICE (OP SUBSIDY OVERHANG)		587,090
NET AVAILABLE INCOME AFTER SENIOR DEBT SERVICE		**100,942**
NET AVAILABLE COMMERCIAL ONLY INCOME		**0**

Mortgage Calculation/Bond Ratios

Version: 7.5 - Closing

TRANCHE A

Uses baseline year NOI; includes annual fees

Financing Type: Conventional Perm Loan - A/B Tranche

	Underwriting Constraint	Maximum Loan Amount
Debt Service Coverage	1.15	11,726,353
Lender Commitment		NA
MAXIMUM MORTGAGE		**11,726,353**

Rate:	4.940%
Term (mths):	480
NOI for DS:	773,889
Max PMT @ DSCR:	672,947
Annual Fees:	0
Annual DS Payment:	672,947

INTEREST RATE STACK	TRANCHE A	TRANCHE B	221(D)(4)	SELECTED
Base Rate	4.7500%	3.8000%	4.2500%	4.7500%
Cushion	0.1900%	0.7500%	0.7500%	0.1900%
MIP	0.0000%	0.0000%	0.4500%	0.0000%
GNMA/Servicing	0.0000%	0.0000%	0.2000%	0.0000%
Issuer	0.0000%	0.0000%	0.0000%	0.0000%
Trustee	0.0000%	0.0000%	0.0000%	0.0000%
Rating	0.0000%	0.0000%	0.0000%	0.0000%
Remarketing	0.0000%	0.0000%	0.0000%	0.0000%
Rebate Analyst	0.0000%	0.0000%	0.0000%	0.0000%
TOTAL	4.9400%	4.5500%	5.6500%	4.9400%
DCR	1.15	1.15	1.15	1.15

Lease-Up / Placed-in-Service Schedule

Version: 7.5 - Closing

SCHEDULE

Start of Construction	April 1, 2022
Completion	October 1, 2023
100% Occupancy	February 1, 2024
Conversion	June 1, 2024
Form(s) 8609	October 1, 2024

LIHTC SCHEDULE

SINGLE BUILDING / MULTIPLE BUILDINGS - GROUP A

1st Tax Credit Year: 2024
Total # Units: 61

Month	Total QO by Month	Total Vacated by Month	Cumulative Occupancy	Cumulative Occupancy %
Jan-24	31	0	31	50.82%
Feb-24	15	0	46	75.41%
Mar-24	15	0	61	100.00%
Apr-24	0	0	61	100.00%
May-24	0	0	61	100.00%
Jun-24	0	0	61	100.00%
Jul-24	0	0	61	100.00%
Aug-24	0	0	61	100.00%
Sep-24	0	0	61	100.00%
Oct-24	0	0	61	100.00%
Nov-24	0	0	61	100.00%
Dec-24	0	0	61	100.00%
		1st Year Occupancy: 2024		**93.85%**

MULTIPLE BUILDINGS - GROUP B

1st Tax Credit Year: 2025
Total # Units: 0

Month	Total QO by Month	Total Vacated by Month	Cumulative Occupancy	Cumulative Occupancy %
Jan-25	0	0	0	0.00%
Feb-25	0	0	0	0.00%
Mar-25	0	0	0	0.00%
Apr-25	0	0	0	0.00%
May-25	0	0	0	0.00%
Jun-25	0	0	0	0.00%
Jul-25	0	0	0	0.00%
Aug-25	0	0	0	0.00%
Sep-25	0	0	0	0.00%
Oct-25	0	0	0	0.00%
Nov-25	0	0	0	0.00%
Dec-25	0	0	0	0.00%
		1st Year Occupancy: 2025		**0.00%**

LIHTC SCHEDULE -- 2/3 CREDITS

SINGLE BLDG / MULTIPLE BLDGS - GROUP A

1st Tax Credit Year (2/3 Units): 2025

Month	No. Units	Percent
Jan-25	0	0.0%
Feb-25	0	0.0%
Mar-25	0	0.0%
Apr-25	0	0.0%
May-25	0	0.0%
Jun-25	0	0.0%
Jul-25	0	0.0%
Aug-25	0	0.0%
Sep-25	0	0.0%
Oct-25	0	0.0%
Nov-25	0	0.0%
Dec-25	0	0.0%
Total	**0**	**0.0%**
Total Avg % Qual. Occ.		**0.0%**

MULTIPLE BUILDINGS - GROUP B

1st Tax Credit Year (2/3 Units): 2026

Month	No. Units	Percent
Jan-26	0	0.0%
Feb-26	0	0.0%
Mar-26	0	0.0%
Apr-26	0	0.0%
May-26	0	0.0%
Jun-26	0	0.0%
Jul-26	0	0.0%
Aug-26	0	0.0%
Sep-26	0	0.0%
Oct-26	0	0.0%
Nov-26	0	0.0%
Dec-26	0	0.0%
Total	**0**	**0.0%**
Total Avg % Qual. Occ.		**0.0%**

OPERATIONS SCHEDULE

YEAR 0 2023

Completed Lease Up by Month

Month	No. Units	Percent
Jan-23	0	0.0%
Feb-23	0	0.0%
Mar-23	0	0.0%
Apr-23	0	0.0%
May-23	0	0.0%
Jun-23	0	0.0%
Jul-23	0	0.0%
Aug-23	0	0.0%
Sep-23	0	0.0%
Oct-23	0	0.0%
Nov-23	16	21.1%
Dec-23	15	19.7%
Total	**31**	**40.8%**
Total % Operating in First Year		**5.15%**

YEAR 1 (cumulative) 2024

Month	No. Units	Percent
Jan-24	46	60.5%
Feb-24	15	19.7%
Mar-24	15	19.7%
Apr-24	0	0.0%
May-24	0	0.0%
Jun-24	0	0.0%
Jul-24	0	0.0%
Aug-24	0	0.0%
Sep-24	0	0.0%
Oct-24	0	0.0%
Nov-24	0	0.0%
Dec-24	0	0.0%
Total	**76**	**100.0%**
Total % Operating in 2nd Year		**95.1%**

PIS SCHEDULE FOR ACQ BASIS DEPRECIATION

YEAR 0
Mid-Month Convention 2023

Month	*No. Units*	Bldg. PIS by Month *Dep. Percent*
Jan-23	0	0.0%
Feb-23	0	0.0%
Mar-23	0	0.0%
Apr-23	0	0.0%
May-23	0	0.0%
Jun-23	0	0.0%
Jul-23	0	0.0%
Aug-23	0	0.0%
Sep-23	0	0.0%
Oct-23	0	0.0%
Nov-23	0	0.9%
Dec-23	0	0.8%
TOTAL	0	1.7%
Total Avg % PIS Y1		**1.7%**
YEAR 2 (cumulative)		
Jan-24	0	0.8%
Feb-24	0	0.8%
Mar-24	0	0.8%
Apr-24	0	0.0%
May-24	0	0.0%
Jun-24	0	0.0%
Jul-24	0	0.0%
Aug-24	0	0.0%
Sep-24	0	0.0%
Oct-24	0	0.0%
Nov-24	0	0.0%
Dec-24	0	0.0%
TOTAL	0	2.5%
Total Avg % PIS Y2		**2.5%**

PIS SCHEDULE FOR REHAB/NC BASIS DEPRECIATION

YEAR 1
Mid-Month Convention 2023

Month	*Building No.*	*No. Units*	Bldg. PIS by Month *Percent*
Jan-23	0	0	0.0%
Feb-23	0	0	0.0%
Mar-23	0	0	0.0%
Apr-23	0	0	0.0%
May-23	0	0	0.0%
Jun-23	0	0	0.0%
Jul-23	0	0	0.0%
Aug-23	0	0	0.0%
Sep-23	0	0	0.0%
Oct-23	1	76	4.2%
Nov-23	0	76	8.3%
Dec-23	0	76	8.3%
TOTAL		76	20.8%
Total Avg % PIS Y1			**20.8%**
YEAR 2 (cumulative)			
Jan-24	0	76	8.3%
Feb-24	0	76	8.3%
Mar-24	0	76	8.3%
Apr-24	0	76	8.3%
May-24	0	76	8.3%
Jun-24	0	76	8.3%
Jul-24	0	76	8.3%
Aug-24	0	76	8.3%
Sep-24	0	76	8.3%
Oct-24	0	76	8.3%
Nov-24	0	76	8.3%
Dec-24	0	76	8.3%
TOTAL		76	100.0%
Total Avg % PIS Y2			**100.0%**

PIS SCHEDULE FOR SITEWORK/PERS. PROP. DEPRECIATION

YEAR 1
Mid-Quarter Convention 2023

Month	*Building No.*	*No. Units*	Bldg. PIS by Month *Percent*
Jan-23	0	0	0.0%
Feb-23	0	0	0.0%
Mar-23	0	0	0.0%
Apr-23	0	0	0.0%
May-23	0	0	0.0%
Jun-23	0	0	0.0%
Jul-23	0	0	0.0%
Aug-23	0	0	0.0%
Sep-23	0	0	0.0%
Oct-23	1	76	0.0%
Nov-23	0	0	4.2%
Dec-23	0	0	8.3%
TOTAL		76	12.5%
Total Avg % PIS Y1			**12.5%**
YEAR 2 (non-cumulative)			
Jan-24	0	0	8.3%
Feb-24	0	0	8.3%
Mar-24	0	0	8.3%
Apr-24	0	0	8.3%
May-24	0	0	8.3%
Jun-24	0	0	8.3%
Jul-24	0	0	8.3%
Aug-24	0	0	8.3%
Sep-24	0	0	8.3%
Oct-24	0	0	8.3%
Nov-24	0	0	8.3%
Dec-24	0	0	8.3%
TOTAL		0	100.0%
Total Avg % PIS Y2			**100.0%**

TCAC Calculations & Scoring

Version: 7.5 - Closing

THRESHOLD BASIS LIMIT

County:	Los Angeles
9% or 4% credits:	9%
Year:	2021

Base Limits for Geographic Region

Unit Type	9%	4%
0 BR	327,289	327,289
1 BR	377,361	377,361
2 BR	455,200	455,200
3 BR	582,656	582,656
4 BR	649,115	649,115
5 BR	649,115	649,115

Threshold Basis Limit for This Project

Unit Type	# Units	Per Unit Basis Limit	Total
0 BR	0	327,289	0
1 BR	21	377,361	7,924,581
2 BR	26	455,200	11,835,200
3 BR	27	582,656	15,731,712
4 BR	2	649,115	1,298,230
5 BR	0	649,115	0
	76		36,789,723

Energy/Resource Efficiency Boosts

Renewables (50% tot./90% area)	0%
Renewables (75% CA/90% area)	0%
Title 24 + 15%	0%
Post-rehab improvement > 80%	0%
Greywater landscaping	0%
Community gardens > 60 s.f.	0%
Natural flooring kitchens	0%
Natural flooring common area	0%
EPA Indoor Air Plus Program met	0%
Subtotal Efficiency (Max 10%)	**0%**

Additional Basis Adjustments

Boost for Prevailing Wage	20.0%	
Boost for Project Labor Agreement	0.0%	
Boost for Parking beneath Units	7.0%	
Boost for Childcare	0.0%	
Boost for 100% Special Needs	0.0%	
Boost for elevator service	10.0%	
Subtotal Boost (Max 39%)	**37.0%**	13,612,198
Boost for Energy / Resource Efficiency	0.0%	0
Toxic/Seismic Abatement Costs	0.0%	0
Local Development Impact Fees		1,140,000
High Opportunity Area	0%	0
BONDS: Boost for units <= 50% AMI (excl. CA credit projec	0.0%	0
BONDS: Boost for units <= 35% AMI (excl. CA credit projec	0.0%	0
Total Threshold Basis Limit		**51,541,921**
Potential Eligible Basis		47,390,759
Eligible Basis Surplus / Deficit		4,151,161

TCAC HIGH COST TEST

	Federal Credit	CA State Credit	HCD 2017 UMR
Total Eligible Basis	47,390,759	47,390,759	47,390,759
Total Adjusted TBL	51,541,921	51,541,921	51,541,921
Percentage of ATBL	**91.95%**	**91.95%**	**91.95%**
Amount Over/(Under) 130% Limit (160% Limit for HCD)	(19,613,738)	(19,613,738)	(35,076,314)

TCAC POINTS

Lowest Income Points

Rural Project? N

Number of Targeted Tax Credit Units	Percent of Area Median Income (AMI) (30% - 55%)	Percentage of Units to Total Units (before rounding down)	Percent of Income Targeted Units to Total Tax Credit Units (exclusive of mgr units)	Points Earned	
0	20	0.00	0	0	
10	30	16.39	15	22.5	
0	35	0.00	0	0	
14	40	22.95	20	20	
0	45	0.00	0	0	
21	50	34.43	30	15	
0	50	0.00	0	0	*Rural Projects Only*
0	55	0.00	0	0	*Rural Projects Only*
45					

Total Lowest Income Points (No Cap)	**57.5**
Total Lowest Income Actual Points	**50**

Lowest Income Bonus Points

Total @ 30% AMI Required for Points 7

Bedroom Selection	Total Number of Tax Credit Units per Bedroom Size	Number of Targeted Tax Credit Units @ 30% AMI	Percentage of Units to Total Units (by bedroom size)	10% by Unit Type	Minimum Units Required at / below 30% AMI	
5 BR	0	0	0.0000	0.0000	0.0000	*Pass*
4 BR	2	1	0.5000	1.0000	1.0000	*Pass*
3 BR	17	3	0.1765	2.0000	2.0000	*Pass*
2 BR	23	3	0.1304	3.0000	3.0000	*Pass*
1 BR	19	3	0.1579	2.0000	1.0000	*Pass*
SRO	0	0	0.0000	0.0000	0.0000	*Pass*
Total	**61**	**10**				

Total Lowest Income Bonus Points	**2**

TCAC TIEBREAKER

Leveraged Soft Resources		
Committed Eligible Public Soft Funds	17,014,100	*Net of Accrued Interest*
Value of Donated Land / Fee Waiver	0	
Value of Committed Rental Subsidy Leveraging	7,116,101	
Less: Non Project-Specific Offsite Work	0	
Less: Purchase Price in Excess of Appraisal	0	
Residential Percentage of TDC	100.00%	
Subtotal Residential Eligible Public Funds	24,130,201	
* Percentage Large Project Boost	113.00%	
Adjusted Residential Eligible Public Funds	27,267,127	
Residential Total Costs of Development	53,237,750	*Net of Accrued Interest*
Ratio of Leveraged Soft Resources / TDC	**51.22%**	
Requested Unadjusted Eligible Basis		
Requested Unadjusted Eligible Basis	47,390,759	
Residential Total Costs of Development	53,237,750	*Net of Accrued Interest*
Ratio of Basis/TDC	89.02%	
Inverse of Ratio Divided by 2	**5.49%**	
Base Tiebreaker Score	**56.71%**	
High Opportunity Boost	*0.00%*	
Total Tiebreaker Score	**56.71%**	
Tiebreaker at Application	56.71%	

15-Year Cash Flow

Version: 7.5 - Closing

Assumptions

Rent Increase: Residential Tenant Rent	2.00%	Rent Increase - Section 8	2.00%	Perm Loan - % Debt Svc Yr -1	0.0%
Rent Increase: Commercial Rents	2.00%	Rent Increase - RAD	2.00%	Perm Loan - % Debt Svc Yr 0	0.0%
Expenses Increase:	3.00%	Rent Increase - Test C	2.00%	Perm Loan - % Debt Svc Yr 1	58.3%
Reserve Increase:	0.00%	Rent Increase - Test D	2.00%	Perm Loan - % Debt Svc Yr 2	100.0%
				Perm Loan - % Debt Svc Yr 3	100.0%

	Credit Period Year:	(1) 2022	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040
GROSS POTENTIAL INCOME - RESIDENTIAL		0	56,607	1,045,287	1,121,531	1,143,962	1,166,841	1,190,178	1,213,981	1,238,261	1,263,026	1,288,287	1,314,052	1,340,333	1,367,140	1,394,483	1,422,372	1,450,820	1,479,836	1,509,433
Incremental Income: Section 8		0	36,625	676,318	725,649	740,162	754,965	770,064	785,466	801,175	817,199	833,543	850,213	867,218	884,562	902,253	920,298	938,704	957,478	976,628
Incremental Income: RAD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Income		0	282	5,207	5,587	5,699	5,813	5,929	6,048	6,169	6,292	6,418	6,546	6,677	6,811	6,947	7,086	7,228	7,372	7,520
Vacancy Loss - Residential	5.0%	0	(2,844)	(52,525)	(56,356)	(57,483)	(58,633)	(59,805)	(61,001)	(62,221)	(63,466)	(64,735)	(66,030)	(67,351)	(68,698)	(70,071)	(71,473)	(72,902)	(74,360)	(75,848)
Vacancy Loss - Section 8	5.0%	0	(1,831)	(33,816)	(36,282)	(37,008)	(37,748)	(38,503)	(39,273)	(40,059)	(40,860)	(41,677)	(42,511)	(43,361)	(44,228)	(45,113)	(46,015)	(46,935)	(47,874)	(48,831)
Vacancy Loss - RAD	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS EFFECTIVE INCOME		0	88,838	1,640,471	1,760,129	1,795,331	1,831,238	1,867,863	1,905,220	1,943,324	1,982,191	2,021,835	2,062,271	2,103,517	2,145,587	2,188,499	2,232,269	2,276,914	2,322,452	2,368,901
Operating Expenses w/ Standard Inflator	3.0%	0	47,193	871,912	944,682	973,022	1,002,213	1,032,279	1,063,248	1,095,145	1,127,999	1,161,839	1,196,695	1,232,595	1,269,573	1,307,661	1,346,890	1,387,297	1,428,916	1,471,783
TOTAL EXPENSES		0	47,193	871,912	944,682	973,022	1,002,213	1,032,279	1,063,248	1,095,145	1,127,999	1,161,839	1,196,695	1,232,595	1,269,573	1,307,661	1,346,890	1,387,297	1,428,916	1,471,783
Total Expenses - Residential	*3.0%*	*0*	*47,193*	*871,912*	*944,682*	*973,022*	*1,002,213*	*1,032,279*	*1,063,248*	*1,095,145*	*1,127,999*	*1,161,839*	*1,196,695*	*1,232,595*	*1,269,573*	*1,307,661*	*1,346,890*	*1,387,297*	*1,428,916*	*1,471,783*
NET OPERATING INCOME		0	41,645	768,559	815,447	822,309	829,025	835,583	841,972	848,179	854,191	859,995	865,577	870,921	876,014	880,838	885,378	889,617	893,536	897,118
REPLACEMENT RESERVE	34,200	0	1,763	32,513	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200
NET REMAINING INCOME		0	39,882	736,046	781,247	788,109	794,825	801,383	807,772	813,979	819,991	825,795	831,377	836,721	841,814	846,638	851,178	855,417	859,336	862,918
PERM LOAN - TRANCHE A																				
Principal Balance (Ending)	11,726,000	0	0	11,678,684	11,580,481	11,477,316	11,368,937	11,255,081	11,135,472	11,009,818	10,877,814	10,739,140	10,593,458	10,440,414	10,279,637	10,110,734	9,933,296	9,746,892	9,551,068	9,345,348
Series A Bond P&I	672,926	0	0	336,463	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926
Interest Payment		0	0	289,148	574,723	569,761	564,547	559,071	553,317	547,273	540,923	534,252	527,244	519,883	512,149	504,024	495,489	486,522	477,102	467,206
Principal Payment		0	0	47,316	98,203	103,166	108,379	113,856	119,609	125,654	132,004	138,674	145,682	153,044	160,778	168,903	177,438	186,404	195,824	205,720
TOTAL SERIES A DEBT SERVICE		0	0	336,463	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926
NET CASH FLOW		0	39,882	399,583	108,321	115,183	121,899	128,457	134,846	141,053	147,065	152,869	158,450	163,795	168,887	173,712	178,252	182,491	186,410	189,992
CASH FLOW (RESERVED)/RELEASED FOR CONVERSION		0	0	0	0	0	0	0	0											
OPERATING RESERVE DRAW		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Remaining Net Cash Flow		0	39,882	399,583	108,321	115,183	121,899	128,457	134,846	141,053	147,065	152,869	158,450	163,795	168,887	173,712	178,252	182,491	186,410	189,992
Debt Service Coverage Ratio (All Debt)		NA	NA	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.24	1.25	1.26	1.26	1.27	1.28	1.28
Debt Service Coverage Ratio (Excluding Subordinate Debt)		NA	NA	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.24	1.25	1.26	1.26	1.27	1.28	1.28
Expense Coverage Ratio (No Debt)		NA	1.88	1.88	1.86	1.85	1.83	1.81	1.79	1.77	1.76	1.74	1.72	1.71	1.69	1.67	1.66	1.64	1.63	1.61
TCAC NET CASH FLOW TESTS:																				
Percent Gross Revenue		#DIV/0!	42.65%	5.56%	5.85%	6.09%	6.32%	6.53%	6.72%	6.90%	7.05%	7.18%	7.30%	7.40%	7.48%	7.54%	7.59%	7.61%		
Alternative:																				
LP AMF 1	*Annual Amt:* 8,500 *Inflator:* 3.00%	0	2,125	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
GP PMF 2	*Annual Amt:* 25,000 *Inflator:* 3.00%	0	6,250	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321
Residual Receipts Loans	*Total %* 60.00%																			
HACLA Ground Lease Note	26.55%	0	0	58,162	11,595	12,518	13,413	14,278	15,110	15,908	16,669	17,390	18,071	18,707	19,297	19,837	20,325	20,758	21,133	21,447
HACLA Gap Loan	12.49%	0	0	27,349	5,452	5,886	6,307	6,714	7,105	7,480	7,838	8,177	8,497	8,796	9,074	9,328	9,557	9,761	9,937	10,085
Choice Neighborhood Initiative (CNI)	60.96%	0	0	133,537	26,621	28,741	30,796	32,781	34,692	36,523	38,270	39,928	41,490	42,950	44,304	45,545	46,666	47,660	48,521	49,241
General Partner	90.00%	0	28,357	131,428	26,201	28,287	30,310	32,264	34,144	35,947	37,666	39,297	40,834	42,272	43,605	44,826	45,929	46,908	47,755	48,464
Limited Partner	10.00%	0	3,151	14,603	2,911	3,143	3,368	3,585	3,794	3,994	4,185	4,366	4,537	4,697	4,845	4,981	5,103	5,212	5,306	5,385

18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	31 2054	32 2055	33 2056	34 2057	35 2058	36 2059	37 2060	38 2061	39 2062	40 2063	41 2064
1,539,622	1,570,414	1,601,822	1,633,859	1,666,536	1,699,867	1,733,864	1,768,541	1,803,912	1,839,990	1,876,790	1,914,326	1,952,613	1,991,665	2,031,498	2,072,128	2,113,571	2,155,842	2,198,959	2,242,938	2,287,797	2,333,553	2,380,224	2,427,828
996,160	1,016,084	1,036,405	1,057,133	1,078,276	1,099,842	1,121,838	1,144,275	1,167,161	1,190,504	1,214,314	1,238,600	1,263,372	1,288,640	1,314,413	1,340,701	1,367,515	1,394,865	1,422,762	1,451,218	1,480,242	1,509,847	1,540,044	1,570,845
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7,670	7,823	7,980	8,139	8,302	8,468	8,638	8,810	8,987	9,166	9,350	9,537	9,727	9,922	10,120	10,323	10,529	10,740	10,955	11,174	11,397	11,625	11,858	12,095
(77,365)	(78,912)	(80,490)	(82,100)	(83,742)	(85,417)	(87,125)	(88,868)	(90,645)	(92,458)	(94,307)	(96,193)	(98,117)	(100,079)	(102,081)	(104,123)	(106,205)	(108,329)	(110,496)	(112,706)	(114,960)	(117,259)	(119,604)	(121,996)
(49,808)	(50,804)	(51,820)	(52,857)	(53,914)	(54,992)	(56,092)	(57,214)	(58,358)	(59,525)	(60,716)	(61,930)	(63,169)	(64,432)	(65,721)	(67,035)	(68,376)	(69,743)	(71,138)	(72,561)	(74,012)	(75,492)	(77,002)	(78,542)
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2,416,280	2,464,605	2,513,897	2,564,175	2,615,459	2,667,768	2,721,123	2,775,546	2,831,057	2,887,678	2,945,431	3,004,340	3,064,427	3,125,715	3,188,229	3,251,994	3,317,034	3,383,375	3,451,042	3,520,063	3,590,464	3,662,274	3,735,519	3,810,229
1,515,937	1,561,415	1,608,258	1,656,505	1,706,200	1,757,386	1,810,108	1,864,411	1,920,344	1,977,954	2,037,293	2,098,411	2,161,364	2,226,205	2,292,991	2,361,780	2,432,634	2,505,613	2,580,781	2,658,205	2,737,951	2,820,089	2,904,692	2,991,833
1,515,937	1,561,415	1,608,258	1,656,505	1,706,200	1,757,386	1,810,108	1,864,411	1,920,344	1,977,954	2,037,293	2,098,411	2,161,364	2,226,205	2,292,991	2,361,780	2,432,634	2,505,613	2,580,781	2,658,205	2,737,951	2,820,089	2,904,692	2,991,833
1,515,937	*1,561,415*	*1,608,258*	*1,656,505*	*1,706,200*	*1,757,386*	*1,810,108*	*1,864,411*	*1,920,344*	*1,977,954*	*2,037,293*	*2,098,411*	*2,161,364*	*2,226,205*	*2,292,991*	*2,361,780*	*2,432,634*	*2,505,613*	*2,580,781*	*2,658,205*	*2,737,951*	*2,820,089*	*2,904,692*	*2,991,833*
900,343	903,190	905,640	907,670	909,258	910,381	911,015	911,134	910,713	909,724	908,139	905,929	903,063	899,511	895,239	890,214	884,400	877,762	870,261	861,858	852,513	842,184	830,827	818,397
34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200
866,143	868,990	871,440	873,470	875,058	876,181	876,815	876,934	876,513	875,524	873,939	871,729	868,863	865,311	861,039	856,014	850,200	843,562	836,061	827,658	818,313	807,984	796,627	784,197
9,129,232	8,902,195	8,663,684	8,413,121	8,149,897	7,873,370	7,582,869	7,277,688	6,957,085	6,620,281	6,266,457	5,894,752	5,504,264	5,094,043	4,663,091	4,210,362	3,734,755	3,235,114	2,710,224	2,158,808	1,579,528	970,974	331,668	0
672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	336,463
456,810	445,889	434,416	422,363	409,701	396,400	382,426	367,745	352,323	336,122	319,102	301,222	282,438	262,705	241,975	220,197	197,319	173,285	148,036	121,511	93,646	64,373	33,620	4,795
216,116	227,037	238,510	250,563	263,225	276,527	290,501	305,181	320,603	336,804	353,824	371,704	390,488	410,221	430,951	452,729	475,607	499,641	524,890	551,415	579,280	608,554	639,306	331,668
672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	336,463
193,216	196,064	198,513	200,544	202,132	203,255	203,889	204,008	203,587	202,597	201,012	198,802	195,937	192,384	188,112	183,087	177,274	170,635	163,135	154,732	145,387	135,058	123,701	447,733
193,216	196,064	198,513	200,544	202,132	203,255	203,889	204,008	203,587	202,597	201,012	198,802	195,937	192,384	188,112	183,087	177,274	170,635	163,135	154,732	145,387	135,058	123,701	447,733
1.29	1.29	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.29	1.29	1.28	1.27	1.26	1.25	1.24	1.23	1.22	1.20	1.18	2.33
1.29	1.29	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.29	1.29	1.28	1.27	1.26	1.25	1.24	1.23	1.22	1.20	1.18	2.33
14,471	14,905	15,352	15,813	16,287	16,775	17,279	17,797	18,331	18,881	19,447	20,031	20,632	21,251	21,888	22,545	23,221	23,918	24,635	25,374	26,136	26,920	27,727	28,559
42,561	43,838	45,153	46,507	47,903	49,340	50,820	52,344	53,915	55,532	57,198	58,914	60,682	62,502	64,377	66,308	68,298	70,347	72,457	74,631	76,870	79,176	81,551	83,997
21,696	21,877	21,987	22,021	21,976	21,848	21,633	21,327	20,924	20,421	19,813	19,095	18,261	17,306	16,226	15,013	13,662	12,167	10,521	8,719	6,752	4,614	2,298	53,398
10,202	10,287	10,338	10,355	10,334	10,273	10,172	10,028	9,839	9,603	9,317	8,979	8,587	8,138	7,630	7,059	6,424	5,721	4,947	4,100	3,175	2,170	1,080	25,109
49,813	50,229	50,480	50,559	50,456	50,162	49,669	48,965	48,041	46,887	45,490	43,841	41,926	39,735	37,253	34,468	31,367	27,935	24,157	20,018	15,502	10,594	5,275	122,599
49,026	49,436	49,683	49,761	49,659	49,370	48,884	48,192	47,283	46,146	44,772	43,149	41,264	39,107	36,665	33,924	30,872	27,494	23,775	19,702	15,257	10,426	5,192	120,664
5,447	5,493	5,520	5,529	5,518	5,486	5,432	5,355	5,254	5,127	4,975	4,794	4,585	4,345	4,074	3,769	3,430	3,055	2,642	2,189	1,695	1,158	577	13,407

42 2065	43 2066	44 2067	45 2068	46 2069	47 2070	48 2071	49 2072	50 2073	51 2074	52 2075	53 2076	54 2077	55 2078	56 2079	57 2080
2,476,385	2,525,912	2,576,431	2,627,959	2,680,519	2,734,129	2,788,811	2,844,588	2,901,479	2,959,509	3,018,699	3,079,073	3,140,655	3,203,468	3,267,537	3,332,888
1,602,262	1,634,307	1,666,993	1,700,333	1,734,339	1,769,026	1,804,407	1,840,495	1,877,305	1,914,851	1,953,148	1,992,211	2,032,055	2,072,696	2,114,150	2,156,433
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12,337	12,583	12,835	13,092	13,354	13,621	13,893	14,171	14,454	14,744	15,038	15,339	15,646	15,959	16,278	16,604
(124,436)	(126,925)	(129,463)	(132,053)	(134,694)	(137,387)	(140,135)	(142,938)	(145,797)	(148,713)	(151,687)	(154,721)	(157,815)	(160,971)	(164,191)	(167,475)
(80,113)	(81,715)	(83,350)	(85,017)	(86,717)	(88,451)	(90,220)	(92,025)	(93,865)	(95,743)	(97,657)	(99,611)	(101,603)	(103,635)	(105,708)	(107,822)
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3,886,434	3,964,163	4,043,446	4,124,315	4,206,801	4,290,937	4,376,756	4,464,291	4,553,577	4,644,648	4,737,541	4,832,292	4,928,938	5,027,517	5,128,067	5,230,628
3,081,588	3,174,035	3,269,256	3,367,334	3,468,354	3,572,405	3,679,577	3,789,964	3,903,663	4,020,773	4,141,396	4,265,638	4,393,607	4,525,415	4,661,178	4,801,013
3,081,588	3,174,035	3,269,256	3,367,334	3,468,354	3,572,405	3,679,577	3,789,964	3,903,663	4,020,773	4,141,396	4,265,638	4,393,607	4,525,415	4,661,178	4,801,013
3,081,588	*3,174,035*	*3,269,256*	*3,367,334*	*3,468,354*	*3,572,405*	*3,679,577*	*3,789,964*	*3,903,663*	*4,020,773*	*4,141,396*	*4,265,638*	*4,393,607*	*4,525,415*	*4,661,178*	*4,801,013*
804,846	790,127	774,189	756,981	738,447	718,532	697,179	674,327	649,914	623,875	596,145	566,654	535,331	502,101	466,889	429,615
34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200
770,646	755,927	739,989	722,781	704,247	684,332	662,979	640,127	615,714	589,675	561,945	532,454	501,131	467,901	432,689	395,415
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
770,646	755,927	739,989	722,781	704,247	684,332	662,979	640,127	615,714	589,675	561,945	532,454	501,131	467,901	432,689	395,415
770,646	755,927	739,989	722,781	704,247	684,332	662,979	640,127	615,714	589,675	561,945	532,454	501,131	467,901	432,689	395,415
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
29,416	30,298	31,207	32,144	33,108	34,101	35,124	36,178	37,263	38,381	39,533	40,719	41,940	43,198	44,494	45,829
86,517	89,113	91,786	94,540	97,376	100,297	103,306	106,405	109,598	112,886	116,272	119,760	123,353	127,054	130,865	134,791
104,304	101,405	98,295	94,966	91,408	87,612	83,567	79,265	74,694	69,844	64,703	59,260	53,503	47,419	40,996	34,220
49,046	47,683	46,220	44,655	42,982	41,197	39,295	37,272	35,123	32,842	30,425	27,865	25,158	22,297	19,277	16,091
239,478	232,822	225,682	218,038	209,868	201,152	191,867	181,989	171,495	160,359	148,556	136,059	122,841	108,873	94,125	78,567
235,697	229,146	222,118	214,595	206,555	197,976	188,837	179,116	168,787	157,827	146,211	133,911	120,902	107,154	92,639	77,326
26,189	25,461	24,680	23,844	22,951	21,997	20,982	19,902	18,754	17,536	16,246	14,879	13,434	11,906	10,293	8,592

Schedule of Outstanding Debt and Reserves - Book Basis

Version: 7.5 - Closing

		Credit Period Year:	*(1)* 2022	*0* 2023	*1* 2024	*2* 2025	*3* 2026	*4* 2027	*5* 2028	*6* 2029	*7* 2030	*8* 2031	*9* 2032	*10* 2033	*11* 2034	*12* 2035	*13* 2036	*14* 2037	*15* 2038	*16* 2039	*17* 2040
Conventional Perm Loan - A/B Tranche	AMORTIZING PERIOD ONLY																				
Beginning Balance	11,726,000		0	0	11,726,000	11,678,684	11,580,481	11,477,316	11,368,937	11,255,081	11,135,472	11,009,818	10,877,814	10,739,140	10,593,458	10,440,414	10,279,637	10,110,734	9,933,296	9,746,892	9,551,068
Interest Paid (Interest Rate Only)	4.940%		0	0	289,148	574,723	569,761	564,547	559,071	553,317	547,273	540,923	534,252	527,244	519,883	512,149	504,024	495,489	486,522	477,102	467,206
Annual P&I	COMPOUND		0	0	336,463	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926
Ending Balance			0	0	11,678,684	11,580,481	11,477,316	11,368,937	11,255,081	11,135,472	11,009,818	10,877,814	10,739,140	10,593,458	10,440,414	10,279,637	10,110,734	9,933,296	9,746,892	9,551,068	9,345,348
HACLA Ground Lease Note	PERM SOURCE ONLY?: N																				
Beginning Balance	3,190,000		3,190,000	3,285,700	3,413,300	3,482,738	3,598,744	3,713,825	3,828,012	3,941,334	4,053,824	4,165,517	4,276,448	4,386,658	4,496,187	4,605,080	4,713,383	4,821,146	4,928,421	5,035,263	5,141,729
Interest Accrued @	4.000%		95,700	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600	127,600
Residual Receipts Payment	SIMPLE		0	0	-58,162	-11,595	-12,518	-13,413	-14,278	-15,110	-15,908	-16,669	-17,390	-18,071	-18,707	-19,297	-19,837	-20,325	-20,758	-21,133	-21,447
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		3,285,700	3,413,300	3,482,738	3,598,744	3,713,825	3,828,012	3,941,334	4,053,824	4,165,517	4,276,448	4,386,658	4,496,187	4,605,080	4,713,383	4,821,146	4,928,421	5,035,263	5,141,729	5,247,883
HACLA Gap Loan	PERM SOURCE ONLY? N																				
Beginning Balance	1,500,000		1,500,000	1,545,000	1,605,000	1,637,651	1,692,199	1,746,313	1,800,006	1,853,292	1,906,187	1,958,707	2,010,869	2,062,692	2,114,194	2,165,398	2,216,324	2,266,997	2,317,439	2,367,678	2,417,741
Interest Accrued @	4.000%		45,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Residual Receipts Payment	SIMPLE		0	0	-27,349	-5,452	-5,886	-6,307	-6,714	-7,105	-7,480	-7,838	-8,177	-8,497	-8,796	-9,074	-9,328	-9,557	-9,761	-9,937	-10,085
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		1,545,000	1,605,000	1,637,651	1,692,199	1,746,313	1,800,006	1,853,292	1,906,187	1,958,707	2,010,869	2,062,692	2,114,194	2,165,398	2,216,324	2,266,997	2,317,439	2,367,678	2,417,741	2,467,656
Choice Neighborhood Initiative (CNI)	PERM SOURCE ONLY? N																				
Beginning Balance	7,324,100		7,324,100	7,488,892	7,708,615	7,794,802	7,987,903	8,178,885	8,367,812	8,554,754	8,739,785	8,922,984	9,104,437	9,284,232	9,462,466	9,639,238	9,814,657	9,988,835	10,161,893	10,333,955	10,505,157
Interest Accrued @	3.000%		164,792	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723	219,723
Residual Receipts Payment	SIMPLE		0	0	-133,537	-26,621	-28,741	-30,796	-32,781	-34,692	-36,523	-38,270	-39,928	-41,490	-42,950	-44,304	-45,545	-46,666	-47,660	-48,521	-49,241
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		7,488,892	7,708,615	7,794,802	7,987,903	8,178,885	8,367,812	8,554,754	8,739,785	8,922,984	9,104,437	9,284,232	9,462,466	9,639,238	9,814,657	9,988,835	10,161,893	10,333,955	10,505,157	10,675,639
Choice Neighborhood Initiative (CNI) - Ass	Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Residual Receipts Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ending Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Net Residual Receipts Available		0	0	133,537	26,621	28,741	30,796	32,781	34,692	36,523	38,270	39,928	41,490	42,950	44,304	45,545	46,666	47,660	48,521	49,241
IIG	PERM SOURCE ONLY? N																				
Beginning Balance	5,000,000		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Interest Accrued @	0.000%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residual Receipts Payment	SIMPLE		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
IIG - Assumed Interest	Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Residual Receipts Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ending Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Net Residual Receipts Available		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OUTSTANDING DEBT (BOOK BASIS)			17,319,592	17,726,915	29,593,876	29,859,327	30,116,339	30,364,767	30,604,461	30,835,268	31,057,026	31,269,568	31,472,722	31,666,305	31,850,130	32,024,001	32,187,712	32,341,049	32,483,788	32,615,696	32,736,526
LP AMF 1 Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GP PMF 2 Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DDF Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OUTSTANDING DEBT+ACCRUALS (BOOK BASIS)			17,319,592	17,726,915	29,593,876	29,859,327	30,116,339	30,364,767	30,604,461	30,835,268	31,057,026	31,269,568	31,472,722	31,666,305	31,850,130	32,024,001	32,187,712	32,341,049	32,483,788	32,615,696	32,736,526

RESERVE BALANCES

Capitalized Replacement Reserve	*Deed-Secured? Y*																			
Previous Balance		0	0	1,763	34,310	69,196	104,780	141,076	178,098	215,859	254,377	293,664	333,737	374,612	416,304	458,831	502,207	546,451	591,580	637,612
Deposit to Reserve		0	1,763	32,513	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200
Interest on Reserve	2.0%	0	0	35	686	1,384	2,096	2,822	3,562	4,317	5,088	5,873	6,675	7,492	8,326	9,177	10,044	10,929	11,832	12,752
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	0	0	1,763	34,310	69,196	104,780	141,076	178,098	215,859	254,377	293,664	333,737	374,612	416,304	458,831	502,207	546,451	591,580	637,612	684,564

Capitalized Operating Reserve (3 mos.)	*Deed-Secured? N*																			
Previous Balance		712,257	726,502	741,033	755,853	770,970	786,390	802,117	818,160	834,523	851,213	868,238	885,602	903,315	921,381	939,808	958,605	977,777	997,332	1,017,279
Deposit to Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve	2.0%	14,245	14,530	14,821	15,117	15,419	15,728	16,042	16,363	16,690	17,024	17,365	17,712	18,066	18,428	18,796	19,172	19,556	19,947	20,346

Schedule of Outstanding Debt and Reserves - Book Basis

Version: 7.5 - Closing

	Credit Period Year:	(1) 2022	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	712,257	726,502	741,033	755,853	770,970	786,390	802,117	818,160	834,523	851,213	868,238	885,602	903,315	921,381	939,808	958,605	977,777	997,332	1,017,279	1,037,624

Capitalized BRIDGE Subsidy Transistion Reserve	*Deed-Secured? N*																			
Previous Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deposit to Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Schedule of Outstanding Debt - Tax Basis

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		Credit Period Year:	(1) 2022	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040
Conventional Perm Loan - A/B Tranche	AMORTIZING PERIOD ONLY																				
Beginning Balance	11,726,000		0	0	11,726,000	11,678,684	11,580,481	11,477,316	11,368,937	11,255,081	11,135,472	11,009,818	10,877,814	10,739,140	10,593,458	10,440,414	10,279,637	10,110,734	9,933,296	9,746,892	9,551,068
Interest Paid (Interest Rate Only)	4.940%		0	0	289,148	574,723	569,761	564,547	559,071	553,317	547,273	540,923	534,252	527,244	519,883	512,149	504,024	495,489	486,522	477,102	467,206
Annual P&I			0	0	336,463	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926	672,926
Ending Balance			0	0	11,678,684	11,580,481	11,477,316	11,368,937	11,255,081	11,135,472	11,009,818	10,877,814	10,739,140	10,593,458	10,440,414	10,279,637	10,110,734	9,933,296	9,746,892	9,551,068	9,345,348
HACLA Ground Lease Note	PERM SOURCE ONLY?: N																				
Beginning Balance	3,190,000		3,190,000	3,241,136	3,310,410	3,323,003	3,382,432	3,442,208	3,502,366	3,562,946	3,623,988	3,685,538	3,747,642	3,810,351	3,873,720	3,937,808	4,002,676	4,068,390	4,135,020	4,202,641	4,271,332
Interest Accrued @	2.137%		51,136	69,274	70,755	71,024	72,294	73,572	74,857	76,152	77,457	78,772	80,100	81,440	82,795	84,164	85,551	86,955	88,379	89,825	91,293
Residual Receipts Payment	COMPOUND		0	0	(58,162)	(11,595)	(12,518)	(13,413)	(14,278)	(15,110)	(15,908)	(16,669)	(17,390)	(18,071)	(18,707)	(19,297)	(19,837)	(20,325)	(20,758)	(21,133)	(21,447)
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		3,241,136	3,310,410	3,323,003	3,382,432	3,442,208	3,502,366	3,562,946	3,623,988	3,685,538	3,747,642	3,810,351	3,873,720	3,937,808	4,002,676	4,068,390	4,135,020	4,202,641	4,271,332	4,341,178
HACLA Gap Loan	PERM SOURCE ONLY? N																				
Beginning Balance	1,500,000		1,500,000	1,524,045	1,556,619	1,562,541	1,590,485	1,618,593	1,646,881	1,675,367	1,704,070	1,733,011	1,762,214	1,791,701	1,821,499	1,851,634	1,882,136	1,913,036	1,944,367	1,976,163	2,008,464
Interest Accrued @	2.137%		24,045	32,574	33,270	33,397	33,994	34,595	35,199	35,808	36,422	37,040	37,665	38,295	38,932	39,576	40,228	40,888	41,558	42,237	42,928
Residual Receipts Payment	COMPOUND		0	0	(27,349)	(5,452)	(5,886)	(6,307)	(6,714)	(7,105)	(7,480)	(7,838)	(8,177)	(8,497)	(8,796)	(9,074)	(9,328)	(9,557)	(9,761)	(9,937)	(10,085)
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		1,524,045	1,556,619	1,562,541	1,590,485	1,618,593	1,646,881	1,675,367	1,704,070	1,733,011	1,762,214	1,791,701	1,821,499	1,851,634	1,882,136	1,913,036	1,944,367	1,976,163	2,008,464	2,041,306
Choice Neighborhood Initiative (CNI)	PERM SOURCE ONLY? N																				
Beginning Balance	7,324,100		7,324,100	7,422,301	7,554,991	7,556,516	7,664,984	7,773,271	7,881,439	7,989,556	8,097,694	8,205,935	8,314,364	8,423,073	8,532,165	8,641,745	8,751,931	8,862,846	8,974,623	9,087,404	9,201,340
Interest Accrued @	1.788%		98,201	132,690	135,062	135,089	137,028	138,964	140,898	142,831	144,764	146,699	148,637	150,581	152,531	154,490	156,460	158,443	160,441	162,457	164,494
Residual Receipts Payment	COMPOUND		0	0	(133,537)	(26,621)	(28,741)	(30,796)	(32,781)	(34,692)	(36,523)	(38,270)	(39,928)	(41,490)	(42,950)	(44,304)	(45,545)	(46,666)	(47,660)	(48,521)	(49,241)
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		7,422,301	7,554,991	7,556,516	7,664,984	7,773,271	7,881,439	7,989,556	8,097,694	8,205,935	8,314,364	8,423,073	8,532,165	8,641,745	8,751,931	8,862,846	8,974,623	9,087,404	9,201,340	9,316,593
IIG	PERM SOURCE ONLY? N																				
Beginning Balance	5,000,000		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Interest Accrued @	0.000%		(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Residual Receipts Payment	COMPOUND		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Minimum Payment	0.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
TOTAL OUTSTANDING DEBT (TAX BASIS)			17,187,482	17,422,020	29,120,744	29,218,383	29,311,388	29,399,623	29,482,949	29,561,224	29,634,302	29,702,033	29,764,266	29,820,842	29,871,602	29,916,379	29,955,006	29,987,306	30,013,100	30,032,204	30,044,426
LP AMF 1 Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GP PMF 2 Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DDF Accruals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OUTSTANDING DEBT+ACCRUALS (TAX BASIS)			17,187,482	17,422,020	29,120,744	29,218,383	29,311,388	29,399,623	29,482,949	29,561,224	29,634,302	29,702,033	29,764,266	29,820,842	29,871,602	29,916,379	29,955,006	29,987,306	30,013,100	30,032,204	30,044,426

Net Cash Flow Fee Accruals

Version: 7.5 - Closing

			Credit Period Year:	*(1)* 2022	*0* 2023	*1* 2024	*2* 2025	*3* 2026	*4* 2027	*5* 2028	*6* 2029	*7* 2030	*8* 2031	*9* 2032	*10* 2033	*11* 2034	*12* 2035	*13* 2036	*14* 2037	*15* 2038	*16* 2039	*17* 2040
LP AMF 1																						
Beginning Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Year LP AMF 1				-	2,125	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
Total Payment				-	(2,125)	(8,755)	(9,018)	(9,288)	(9,567)	(9,854)	(10,149)	(10,454)	(10,768)	(11,091)	(11,423)	(11,766)	(12,119)	(12,483)	(12,857)	(13,243)	(13,640)	(14,049)
Ending Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Inflator:																				
Potential LP AMF 1:	8,500	3.00%		0	2,125	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
GP PMF 2																						
Beginning Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Year GP PMF 2				-	6,250	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321
Total Payment				-	(6,250)	(25,750)	(26,523)	(27,318)	(28,138)	(28,982)	(29,851)	(30,747)	(31,669)	(32,619)	(33,598)	(34,606)	(35,644)	(36,713)	(37,815)	(38,949)	(40,118)	(41,321)
Ending Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Inflator:																				
Potential GP PMF 2:	25,000	3.00%		0	6,250	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321
DDF																						
Beginning Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Year DDF Interest				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payment				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Accrual Balance				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Interest Rate:																				
Potential DDF:	0	2.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL Cumulative to GP:				0	6,250	62,990	92,278	95,046	97,897	100,834	103,859	106,975	110,184	113,490	116,895	120,401	124,014	127,734	131,566	135,513	139,578	143,766
TOTAL Cumulative to LP:				0	2,125	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
Max to GP:				0	21,250	87,550	90,177	92,882	95,668	98,538	101,494	104,539	107,675	110,906	114,233	117,660	121,190	124,825	128,570	132,427	136,400	140,492
Excess GP Fees:				0	0	0	2,101	2,164	2,229	2,296	2,365	2,436	2,509	2,584	2,662	2,742	2,824	2,909	2,996	3,086	3,178	3,274

SCHEDULE OF RESERVE BALANCES

Capitalized Replacement Reserve		*Deed-Secured? Y*																			
Previous Balance			0	0	1,763	34,310	69,196	104,780	141,076	178,098	215,859	254,377	293,664	333,737	374,612	416,304	458,831	502,207	546,451	591,580	637,612
Deposit to Reserve			0	1,763	32,513	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200	34,200
Interest on Reserve	2.0%		0	0	35	686	1,384	2,096	2,822	3,562	4,317	5,088	5,873	6,675	7,492	8,326	9,177	10,044	10,929	11,832	12,752
Withdrawal from Reserve			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		0	0	1,763	34,310	69,196	104,780	141,076	178,098	215,859	254,377	293,664	333,737	374,612	416,304	458,831	502,207	546,451	591,580	637,612	684,564

Capitalized Operating Reserve (3 mos.)		*Deed-Secured? N*																			
Previous Balance			712,257	726,502	741,033	755,853	770,970	786,390	802,117	818,160	834,523	851,213	868,238	885,602	903,315	921,381	939,808	958,605	977,777	997,332	1,017,279
Deposit to Reserve			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve	2.0%		14,245	14,530	14,821	15,117	15,419	15,728	16,042	16,363	16,690	17,024	17,365	17,712	18,066	18,428	18,796	19,172	19,556	19,947	20,346
Withdrawal from Reserve			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		712,257	726,502	741,033	755,853	770,970	786,390	802,117	818,160	834,523	851,213	868,238	885,602	903,315	921,381	939,808	958,605	977,777	997,332	1,017,279	1,037,624

Schedule of Deductions

Version: 7.5 - Closing

Depreciation Assumptions

	Proration	Building: Residential Asset Life Method	Building: Commercial Asset Life Method	Site Improvements Asset Life Method	Personal Property Asset Life Method
ADS	100.0%	30.0 straight line	30.0 straight line	100.0% 20 Yr SL	100.0% 9 Yr SL
MACRS	0.0%	27.5 straight line	27.5 straight line	0.0% 15 Yr 150% DB	0.0% 5 Yr DDB

	Beginning Basis	*Credit Period Year:* 2021	(1) 2022	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040
DEPRECIATION SCHEDULE																					
30 years straight line - Res	45,691,151		0	317,300	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038	1,523,038
Site Improvements (20 yr SL.)	1,589,608		0	9,935	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480	79,480
Personal Property (9 yr SL)	550,000		0	7,639	61,111	61,111	61,111	61,111	61,111	61,111	61,111	61,111	53,472	0	0	0	0	0	0	0	0
SUBTOTAL	47,830,759	0	0	334,874	1,663,630	1,663,630	1,663,630	1,663,630	1,663,630	1,663,630	1,663,630	1,663,630	1,655,991	1,602,519	1,602,519	1,602,519	1,602,519	1,602,519	1,602,519	1,602,519	1,602,519
AMORTIZATION SCHEDULE																					
TCAC Application/Res/Monitoring Fee	133,160		0	0	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	8,877	0	0
Costs of Issuance	379,058		0	163,922	70,107	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834
Title/Recording/Escrow - Permanent	25,000		0	0	365	625	625	625	625	625	625	625	625	625	625	625	625	625	625	625	625
Legal: Permanent Closing	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Appraisal	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Market/Rent Comp Study	15,000		0	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	0	0	0	0	0	0	0
Legal: Organization of Partnership	7,500		0	0	5,000	179	179	179	179	179	179	179	179	179	179	179	179	179	179	0	0
SUBTOTAL	559,718	0	0	163,922	85,849	20,015	20,015	20,015	20,015	20,015	20,015	20,015	20,015	20,015	18,515	18,515	18,515	18,515	18,515	9,459	9,459
EXPENSED COSTS																					
Audit/Cost Certification	76,000		0	0	76,000	0	0														
Marketing/Lease up/start-up	350,000		0	350,000	0	0	0														
Start-up /Lease-up Expenses	0		0	0	0	0	0														
LP AMF 1			0	2,125	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
GP PMF 2			0	6,250	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321
Ground Lease - Minimum Payment			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Compliance Fee			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	426,000	0	0	358,375	110,505	35,540	36,606	37,705	38,836	40,001	41,201	42,437	43,710	45,021	46,372	47,763	49,196	50,672	52,192	53,758	55,370
NOTE: PMF/CMF not expensed																					
INTEREST DEDUCTIONS																					
Interest - Tranche A	Conventional Perm Loan - A/B T		0	0	289,148	574,723	569,761	564,547	559,071	553,317	547,273	540,923	534,252	527,244	519,883	512,149	504,024	495,489	486,522	477,102	467,206
Interest - Predevelopment Loans			0	75,000	0	0	0														
Interest - HACLA Ground Lease Note	HACLA Ground Lease Note		0	17,319	70,755	71,024	72,294	73,572	74,857	76,152	77,457	78,772	80,100	81,440	82,795	84,164	85,551	86,955	88,379	89,825	91,293
Interest - HACLA Gap Loan	HACLA Gap Loan		0	8,144	33,270	33,397	33,994	34,595	35,199	35,808	36,422	37,040	37,665	38,295	38,932	39,576	40,228	40,888	41,558	42,237	42,928
Interest - AHSC - AHD Loan	AHSC - AHD Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest - Choice Neighborhood Initiative (CN	Choice Neighborhood Initiative (		0	33,172	135,062	135,089	137,028	138,964	140,898	142,831	144,764	146,699	148,637	150,581	152,531	154,490	156,460	158,443	160,441	162,457	164,494
Interest - Deferred Developer Fee			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest- Expensed Constr. Period Interest			0	257,256	428,760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL		0	0	390,891	956,995	814,233	813,077	811,678	810,025	808,108	805,915	803,435	800,654	797,560	794,140	790,379	786,262	781,775	776,900	771,621	765,921
TOTAL DEDUCTIONS		**0**	**0**	**1,248,061**	**2,816,978**	**2,533,418**	**2,533,329**	**2,533,028**	**2,532,506**	**2,531,754**	**2,530,761**	**2,529,517**	**2,520,370**	**2,465,115**	**2,461,546**	**2,459,176**	**2,456,492**	**2,453,480**	**2,450,126**	**2,437,357**	**2,433,269**

Analysis of Taxable Income

Version: 7.5 - Closing

Assumptions

Marginal Tax Rate - Federal	21.0%	Loss Reallocation (year 12):	
Marginal Tax Rate - State	0.0%	GP Share:	70.00%
Effective Combined Marginal Tax Rate	21.0%	LP Share:	30.00%
Number of LP Capital Contributions	3		

		Credit Period Year:	(1) 2022	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040
LOSSES																					
Net Operating Income			0	41,645	768,559	815,447	822,309	829,025	835,583	841,972	848,179	854,191	859,995	865,577	870,921	876,014	880,838	885,378	889,617	893,536	897,118
Interest Income from Reserves			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deductions			0	1,248,061	2,816,978	2,533,418	2,533,329	2,533,028	2,532,506	2,531,754	2,530,761	2,529,517	2,520,370	2,465,115	2,461,546	2,459,176	2,456,492	2,453,480	2,450,126	2,437,357	2,433,269
Total Taxable Income (Loss)			0	(1,206,416)	(2,048,419)	(1,717,972)	(1,711,020)	(1,704,003)	(1,696,923)	(1,689,782)	(1,682,582)	(1,675,325)	(1,660,375)	(1,599,539)	(1,590,624)	(1,583,162)	(1,575,654)	(1,568,102)	(1,560,509)	(1,543,821)	(1,536,151)
Special Allocation of GP-Related Op Ex (see below)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Partner Share of Losses (pre-704(b))	0.01%		0	(121)	(205)	(172)	(171)	(170)	(170)	(169)	(168)	(168)	(166)	(160)	(159)	(1,108,213)	(1,102,958)	(1,097,671)	(1,092,356)	(1,080,674)	(1,075,306)
Limited Partner Share of Losses (pre-704(b))	99.99%		0	(1,206,295)	(2,048,214)	(1,717,800)	(1,710,849)	(1,703,832)	(1,696,753)	(1,689,613)	(1,682,414)	(1,675,158)	(1,660,209)	(1,599,379)	(1,590,465)	(474,949)	(472,696)	(470,431)	(468,153)	(463,146)	(460,845)
AFTER-TAX VALUE OF LOSSES																					
Allowable Losses (adj. for min. gain)			0	(1,206,416)	(2,048,419)	(1,717,972)	(1,711,020)	(1,704,003)	(1,696,923)	(1,689,782)	(1,682,582)	(1,675,325)	(1,660,375)	(1,599,539)	(1,590,624)	(474,996)	(472,743)	(470,478)	(468,199)	0	0
After Tax Value of Losses	21.0%		0	253,347	430,168	360,774	359,314	357,841	356,354	354,854	353,342	351,818	348,679	335,903	334,031	99,749	99,276	98,800	98,322	0	0
General Partner Share	0.01%		0	25	43	36	36	36	36	35	35	35	35	34	33	232,725	231,621	230,511	229,395	226,942	225,814
Limited Partner Share	99.99%		0	253,322	430,125	360,738	359,278	357,805	356,318	354,819	353,307	351,783	348,644	335,870	333,998	29,925	29,783	29,640	29,497	0	0
			99.99%	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*99.99%*	*30.00%*	*30.00%*	*30.00%*	*30.00%*	*30.00%*	*30.00%*
TAX CREDITS																					
Fed Tax Credits-Rehab- Building A or Credit Year 1	100.0%		0	0	2,346,311	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	153,689	0	0	0			
TOTAL TAX CREDITS			0	0	2,346,311	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	153,689	0	0	0	0	0	0
General Partner Share	0.01%		0	0	235	250	250	250	250	250	250	250	250	250	15	0	0	0	0	0	0
Limited Partner Share	99.99%		0	0	2,346,077	2,499,750	2,499,750	2,499,750	2,499,750	2,499,750	2,499,750	2,499,750	2,499,750	2,499,750	153,673	0	0	0	0	0	0
(less) LP Capital Account Adjustment			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL AFTER-TAX BENEFITS			**0**	**253,347**	**2,776,480**	**2,860,774**	**2,859,314**	**2,857,841**	**2,856,354**	**2,854,854**	**2,853,342**	**2,851,818**	**2,848,679**	**2,835,903**	**487,720**	**99,749**	**99,276**	**98,800**	**98,322**	**0**	**0**
General Partner Share	0.01%		0	25	278	286	286	286	286	285	285	285	285	284	49	69,824	69,493	69,160	68,825	0	0
Limited Partner Share	99.99%		0	253,322	2,776,202	2,860,488	2,859,028	2,857,555	2,856,068	2,854,569	2,853,057	2,851,533	2,848,394	2,835,620	487,671	29,925	29,783	29,640	29,497	0	0

Capital Account Analysis and Tax Liability - Sale Price Equals Debt

Version: 7.5 - Closing

LIMITED PARTNER

Credit Period Year:	*(1)* 2022	*0* 2023	*1* 2024	*2* 2025	*3* 2026	*4* 2027	*5* 2028	*6* 2029	*7* 2030	*8* 2031	*9* 2032	*10* 2033	*11* 2034	*12* 2035	*13* 2036	*14* 2037	*15* 2038	*16* 2039	*17* 2040
MINIMUM GAIN ANALYSIS																			
Adjusted Basis	51,020,759	50,685,885	49,022,256	47,358,626	45,694,996	44,031,366	42,367,736	40,704,106	39,040,476	37,376,846	35,720,855	34,118,337	32,515,818	30,913,299	29,310,780	27,708,262	26,105,743	24,503,224	22,900,705
Deed-Secured Cash Reserves	0	1,763	34,310	69,196	104,780	141,076	178,098	215,859	254,377	293,664	333,737	374,612	416,304	458,831	502,207	546,451	591,580	637,612	684,564
Total Adjusted Basis plus Cash	51,020,759	50,687,648	49,056,566	47,427,822	45,799,776	44,172,442	42,545,834	40,919,966	39,294,853	37,670,511	36,054,593	34,492,949	32,932,122	31,372,130	29,812,988	28,254,713	26,697,323	25,140,836	23,585,269
Outstanding Nonrecourse Debt	17,187,482	17,422,020	29,120,744	29,218,383	29,311,388	29,399,623	29,482,949	29,561,224	29,634,302	29,702,033	29,764,266	29,820,842	29,871,602	29,916,379	29,955,006	29,987,306	30,013,100	30,032,204	30,044,426
Outstanding Nonrecourse Debt (Related Party)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Minimum Gain - Partnership	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142,018	1,732,593	3,315,777	4,891,368	6,459,156
Minimum Gain - Partner (GP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIMITED PARTNER 704(B) CAPITAL ANALYSIS																			
Beginning LP 704(b) Capital (LP Cap. Acct. + LP Min. Gain)	0	2,449,755	1,240,309	21,021,786	19,301,075	17,587,084	15,879,884	14,179,546	12,486,139	10,799,731	9,120,388	7,455,813	5,851,897	4,256,735	3,819,547	3,819,043	3,818,464	3,817,777	4,282,807
LP Capital Contributions	2,449,755	0	22,047,795	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) LP Cash Flow Distributions	0	(3,151)	(14,603)	(2,911)	(3,143)	(3,368)	(3,585)	(3,794)	(3,994)	(4,185)	(4,366)	(4,537)	(4,697)	(4,845)	(4,981)	(5,103)	(5,212)	(5,306)	(5,385)
(less) Historic Tax Credits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) Investment Tax Credits (Solar)	0	0	0	0	0														
LP 704(b) Capital Available for Losses	2,449,755	2,446,604	23,273,501	21,018,875	19,297,932	17,583,716	15,876,299	14,175,752	12,482,145	10,795,546	9,116,022	7,451,276	5,847,200	4,251,890	3,814,566	3,813,939	3,813,252	3,812,470	4,277,422
LIMITED PARTNER LOSS ANALYSIS																			
LP Share of Losses per LPA	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Annual Potential Losses Allocated to LP	0	(1,206,295)	(2,048,214)	(1,717,800)	(1,710,849)	(1,703,832)	(1,696,753)	(1,689,613)	(1,682,414)	(1,675,158)	(1,660,209)	(1,599,379)	(1,590,465)	(474,949)	(472,696)	(470,431)	(468,153)	(463,146)	(460,845)
(less) Related Party Losses Reallocated to GP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Potential LP Losses	0	(1,206,295)	(2,048,214)	(1,717,800)	(1,710,849)	(1,703,832)	(1,696,753)	(1,689,613)	(1,682,414)	(1,675,158)	(1,660,209)	(1,599,379)	(1,590,465)	(474,949)	(472,696)	(470,431)	(468,153)	(463,146)	(460,845)
Losses Allowable to Extent of LP 704(b) Capital	(2,449,755)	(2,446,604)	(23,273,501)	(21,018,875)	(19,297,932)	(17,583,716)	(15,876,299)	(14,175,752)	(12,482,145)	(10,795,546)	(9,116,022)	(7,451,276)	(5,847,200)	(4,251,890)	(3,814,566)	(3,813,939)	(3,813,252)	(3,812,470)	(4,277,422)
Actual Losses Allocated to LP	0	(1,206,295)	(2,048,214)	(1,717,800)	(1,710,849)	(1,703,832)	(1,696,753)	(1,689,613)	(1,682,414)	(1,675,158)	(1,660,209)	(1,599,379)	(1,590,465)	(474,949)	(472,696)	(470,431)	(468,153)	0	0
LP DRO?	Y	Y	Y	Y															
LIMITED PARTNER CREDIT DELIVERY ANALYSIS																			
LP 704(b) Capital Available for Losses	2,449,755	2,446,604	23,273,501	21,018,875	19,297,932	17,583,716	15,876,299	14,175,752	12,482,145	10,795,546	9,116,022	7,451,276	5,847,200	4,251,890	3,814,566	3,813,939	3,813,252	3,812,470	4,277,422
LP Share of Depreciation per LPA	0	334,840	1,663,464	1,663,464	1,663,464	1,663,464	1,663,464	1,663,464	1,663,464	1,663,464	1,655,825	1,602,359	1,602,359	480,756	480,756	480,756	480,756	480,756	480,756
Reduction in LP LIHTC due to 704(b) Capital Shortfall	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LIMITED PARTNER CAPITAL ACCOUNT																			
Beginning Capital Account Balance	0	2,449,755	1,240,309	21,021,786	19,301,075	17,587,084	15,879,884	14,179,546	12,486,139	10,799,731	9,120,388	7,455,813	5,851,897	4,256,735	3,776,941	3,299,265	2,823,731	2,350,366	2,345,060
LP Capital Contributions	2,449,755	0	22,047,795	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) Syndication Expenses	0	0	-203,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) LP Cash Flow Distributions	0	-3,151	-14,603	-2,911	-3,143	-3,368	-3,585	-3,794	-3,994	-4,185	-4,366	-4,537	-4,697	-4,845	-4,981	-5,103	-5,212	-5,306	-5,385
(less) Historic Tax Credits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) Losses Allocated to LP	0	-1,206,295	-2,048,214	-1,717,800	-1,710,849	-1,703,832	-1,696,753	-1,689,613	-1,682,414	-1,675,158	-1,660,209	-1,599,379	-1,590,465	-474,949	-472,696	-470,431	-468,153	0	0
End of Year Capital Account Balance	2,449,755	1,240,309	21,021,786	19,301,075	17,587,084	15,879,884	14,179,546	12,486,139	10,799,731	9,120,388	7,455,813	5,851,897	4,256,735	3,776,941	3,299,265	2,823,731	2,350,366	2,345,060	2,339,675
LIMITED PARTNER EXIT BENEFIT/LIABILITY ANALYSIS																			
Marginal Tax Rate	21.00%																		
End of Year Capital Account Balance	2,449,755	1,240,309	21,021,786	19,301,075	17,587,084	15,879,884	14,179,546	12,486,139	10,799,731	9,120,388	7,455,813	5,851,897	4,256,735	3,776,941	3,299,265	2,823,731	2,350,366	2,345,060	2,339,675
(plus) Syndication Expenses	0	0	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500	203,500
Tax Benefit/(Liability) on Sale @ $1	514,449	260,465	4,457,310	4,095,961	3,736,023	3,377,511	3,020,440	2,664,824	2,310,679	1,958,017	1,608,456	1,271,633	936,649	835,893	735,581	635,718	536,312	535,198	534,067
Gross-Up Factor for Taxes on Gain due to Tax Payment	79.00%																		
Total GP Obligation on Sale: LP Tax Liability + Gross-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

GENERAL PARTNER

Credit Period Year:	*(1)* 2022	*0* 2023	*1* 2024	*2* 2025	*3* 2026	*4* 2027	*5* 2028	*6* 2029	*7* 2030	*8* 2031	*9* 2032	*10* 2033	*11* 2034	*12* 2035	*13* 2036	*14* 2037	*15* 2038	*16* 2039	*17* 2040
Minimum Gain - Partnership	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142,018	1,732,593	3,315,777	4,891,368	6,459,156
Partnership Minimum Gain - GP Share	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99,413	1,212,815	2,321,044	3,423,957	4,521,409
Minimum Gain - Partner (GP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CAPITAL ACCOUNT																			
Beg. of Yr Capital Account Balance	0	100	(28,377)	(160,010)	(186,383)	(214,842)	(245,322)	(277,755)	(312,068)	(348,183)	(386,017)	(425,480)	(466,475)	(508,906)	(1,660,724)	(2,808,508)	(3,952,108)	(5,091,372)	(6,219,801)
Capital Contributions	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Losses @ .01%	0	(121)	(205)	(172)	(171)	(170)	(170)	(169)	(168)	(168)	(166)	(160)	(159)	(1,108,213)	(1,102,958)	(1,097,671)	(1,092,356)	(1,080,674)	(1,075,306)
LP Losses Re-allocated to GP (Related Party)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Losses Re-allocated to GP (Capital Account Shortfall)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	0	28,357	131,428	26,201	28,287	30,310	32,264	34,144	35,947	37,666	39,297	40,834	42,272	43,605	44,826	45,929	46,908	47,755	48,464
End of Year Capital Account	100	(28,377)	(160,010)	(186,383)	(214,842)	(245,322)	(277,755)	(312,068)	(348,183)	(386,017)	(425,480)	(466,475)	(508,906)	(1,660,724)	(2,808,508)	(3,952,108)	(5,091,372)	(6,219,801)	(7,343,571)

Investment Summary - *LIHTC Investor*

Version: 7.5 - Closing

Assumptions

Marginal Tax Rate 21.0%

YEAR	LIMITED PARTNER PAY-INS	AFTER-TAX VALUE OF LOSSES	TOTAL LTD PTR FEDERAL LIHTC	TOTAL LTD PTR CALIFORNIA LIHTC	TOTAL LTD PTR ENERGY CREDITS	TOTAL LTD PTR HISTORIC CREDITS	TAX BENEFIT/ (LIABILITY) UPON SALE	TOTAL LTD PTR TAX BENEFITS	CUMULATIVE RATIO OF BENEFITS TO LTD PTR PAY-INS	Credit Year
2022	2,449,755	0	0	0	0	0		0	0.00	(1)
2023	0	253,322	0	0	0	0		253,322	0.10	0
2024	22,047,795	430,125	2,346,077	0	0	0		2,776,202	0.12	1
2025	0	360,738	2,499,750	0	0	0		2,860,488	0.24	2
2026	0	359,278	2,499,750	0	0	0		2,859,028	0.36	3
2027		357,805	2,499,750	0	0	0		2,857,555	0.47	4
2028		356,318	2,499,750	0	0	0		2,856,068	0.59	5
2029		354,819	2,499,750	0	0	0		2,854,569	0.71	6
2030		353,307	2,499,750					2,853,057	0.82	7
2031		351,783	2,499,750					2,851,533	0.94	8
2032		348,644	2,499,750					2,848,394	1.06	9
2033		335,870	2,499,750					2,835,620	1.17	10
2034		333,998	153,673					487,671	1.19	11
2035		29,925	0					29,925	1.19	12
2036		29,783	0				0	29,783	1.19	13
2037		29,640	0				0	29,640	1.20	14
2038		29,497	0				0	29,497	1.20	15
2039		0	0				535,198	535,198	1.22	16
2040		0	0				0	0	1.22	17
TOTAL	24,497,550	4,314,850	24,997,500	0	0	0		29,847,548		

Net Quarterly Benefit Schedule

Version: 7.5 - Closing

LP EQUITY PAY-IN SCHEDULE

	AMOUNT	DATE	THRESHOLD
LP Admission (Const. Portion)	2,449,755	04/01/22	Initial Closing
Completion Payment	0	10/01/23	Const. Completion
Conversion Payment	21,797,795	06/01/24	Perm Conversion
Final Payment #1	250,000	10/01/24	8609
Final Payment #2	0		
TOTAL LP CONTRIBUTIONS	**24,497,550**		

NET QUARTERLY BENEFITS

Internal Rate of Return: **4.13%**

YEAR	INVESTMENT	TOTAL QUART. BENEFITS	NET QUART. BENEFITS	THRESHOLD
2022		0	0	
	-2,449,755	0	-2,449,755	LP Admission
		0	0	
		0	0	
2023		0	0	
		0	0	
		126,661	126,661	
	0	126,661	126,661	Completion
2024		694,050	694,050	
	-21,797,795	694,050	-21,103,745	Perm Conversion
		694,050	694,050	
	-250,000	694,050	444,050	Form 8609
2025		715,122	715,122	
		715,122	715,122	
		715,122	715,122	
		715,122	715,122	
2026		714,757	714,757	
		714,757	714,757	
		714,757	714,757	
		714,757	714,757	
2027	0	714,389	714,389	
	0	714,389	714,389	
	0	714,389	714,389	
	0	714,389	714,389	
2028	0	714,017	714,017	
	0	714,017	714,017	
	0	714,017	714,017	
	0	714,017	714,017	
2029	0	713,642	713,642	
	0	713,642	713,642	
	0	713,642	713,642	
	0	713,642	713,642	
2030		713,264	713,264	
		713,264	713,264	
		713,264	713,264	
		713,264	713,264	
2031		712,883	712,883	
		712,883	712,883	
		712,883	712,883	
		712,883	712,883	
2032		712,098	712,098	
		712,098	712,098	
		712,098	712,098	
		712,098	712,098	
2033		708,905	708,905	
		708,905	708,905	
		708,905	708,905	
		708,905	708,905	
2034		121,918	121,918	
		121,918	121,918	
		121,918	121,918	
		121,918	121,918	
2035		7,481	7,481	
		7,481	7,481	
		7,481	7,481	
		7,481	7,481	
2036		7,446	7,446	
		7,446	7,446	
		7,446	7,446	
		7,446	7,446	
2037		7,410	7,410	
		7,410	7,410	
		7,410	7,410	
		7,410	7,410	
2038		7,374	7,374	
		7,374	7,374	
		7,374	7,374	
		7,374	7,374	
2039		535,198	535,198	
		0	0	
		0	0	
		0	0	
2040		0	0	
		0	0	
		0	0	
		0	0	
TOTAL	**24,497,550**	**29,847,548**	**5,349,998**	

EXHIBIT E

Relocation Plan

[attached]

JORDAN DOWNS RELOCATION PLAN ADDENDUM

Prepared by:

THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

HACLA

Build HOPE: Investing in People and Place

PREPARED
JANUARY 2022

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1. INTRODUCTION

The Housing Authority of the City of Los Angeles (HACLA) is in the process of revitalizing the Jordan Downs community, an obsolete 700-unit public housing community located between Grape and Alameda, and 97th and 103rd Streets in the City of Los Angeles. HACLA is developing a newly revitalized mixed-income community with a highly organized recreation and enrichment center that will offer quality education and exceptional training and employment opportunities to support the residents and their families. The revitalized community is expected to house approximately 1,569 units of rental and owner occupied residential units, 120,000+ square feet of retail space, as well as approximately nine acres of open-air green space. HACLA has selected Michaels Development Company and BRIDGE Housing Corporation as its co-developers.

HACLA has committed to a "Build First" strategy for redevelopment and relocation. The redevelopment will proceed in phases which will allow new construction work to begin without impacting existing households. It is the intent to sequence the delivery of new units with the demolition of existing obsolete units, to avoid the need for temporary relocation. HACLA is committed to a sensitive and choice-based relocation process. All applicable relocation options are available to the families at the site, whether they choose to move into a newly constructed unit or take the opportunity to move permanently off-site. The updated current phasing Plan anticipates the ability to manage a build-first approach throughout construction. The updated Project Phasing Plan (see **Attachment 1**) is now divided into seven phases. This Phasing Plan may change based upon the pattern of building vacancies and tenant absorption. The first phase of construction began in May 2017. As of October 2021, relocation activity has been successfully completed in the Phase 1 areas. As of January 2022, leasing activities are beginning, kicking off new relocation activities for Area H, S2 and S3 over the next few years.

In April 2018, a Relocation Plan (Plan) was prepared to thoroughly describe the relocation program and redevelopment plans at Jordan Downs and to demonstrate how HACLA intends to comply with the regulatory requirements, as well as the spirit and intent of the Uniform Relocation Act. The Project is now underway, and updates to the Plan are required to document the current status of The Project and future progress toward completion. This Addendum to the Relocation Plan (Addendum) has been prepared to provide these needed updates as of January 2022. This Addendum only includes information that has changed from the last update of the Plan.

The updated Project Plan (see **Attachment 1**) is now divided into seven phases. This phasing Plan may change based upon the pattern of building vacancies and tenant absorption. The first phase of construction began in May 2017, and as of October 2021, relocation activity has been successfully completed in the Phase 1 areas, and occupancy is at capacity. As of January 2022, leasing activities are beginning in Area H, commencing relocation activities for Areas H, S2 and S3.

California Relocation Assistance Law, Government Code Section 7260 et seq. (the "Act") and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the California

Department of Housing and Community Development, Title 25, California Code of Regulations, Section 6000 et seq. (the "Guidelines"). The Plan and this Addendum are intended to comply with the federal and state laws applicable to the Project, including, but not limited to HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), HUD Notice H-2016-17 PIH-2016-17 (HA) (November 10, 2016), the U.S. Housing Act of 1937, as amended, 24 CFR Part 970, 24 CFR Part 982, 24 CFR Part 983, the Uniform Relocation Assistance and Real Property Acquisition Act (URA), 49 CFR Part 24, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and 24 CFR Part 42 (collectively, “Legal Requirements”). In the event of a conflict between the Plan and/or this Addendum and any Legal Requirements, the Legal Requirements shall govern.

2. UPDATED PROJECT FUNDING

Funding for the Project has changed, and the programs currently being utilized includes: federal (9% and 4%) and state low-income housing tax credits (LIHTC), tax-exempt bonds, conventional loans, private and public grants including competitive State and Federal grants such as Affordable Housing Sustainable Communities funds (AHSC), Infill Infrastructure Grant (IIG), Multifamily Housing Program funds (MHP), Choice Neighborhood Implementation grants (CNI), Rental Housing Demonstration Program (RAD), and HUD Replacement Housing Factor funds, Public Housing Capital funds, Demolition or Disposition Transitional Funding, and HUD Project-Based Section 8 vouchers (PBV).

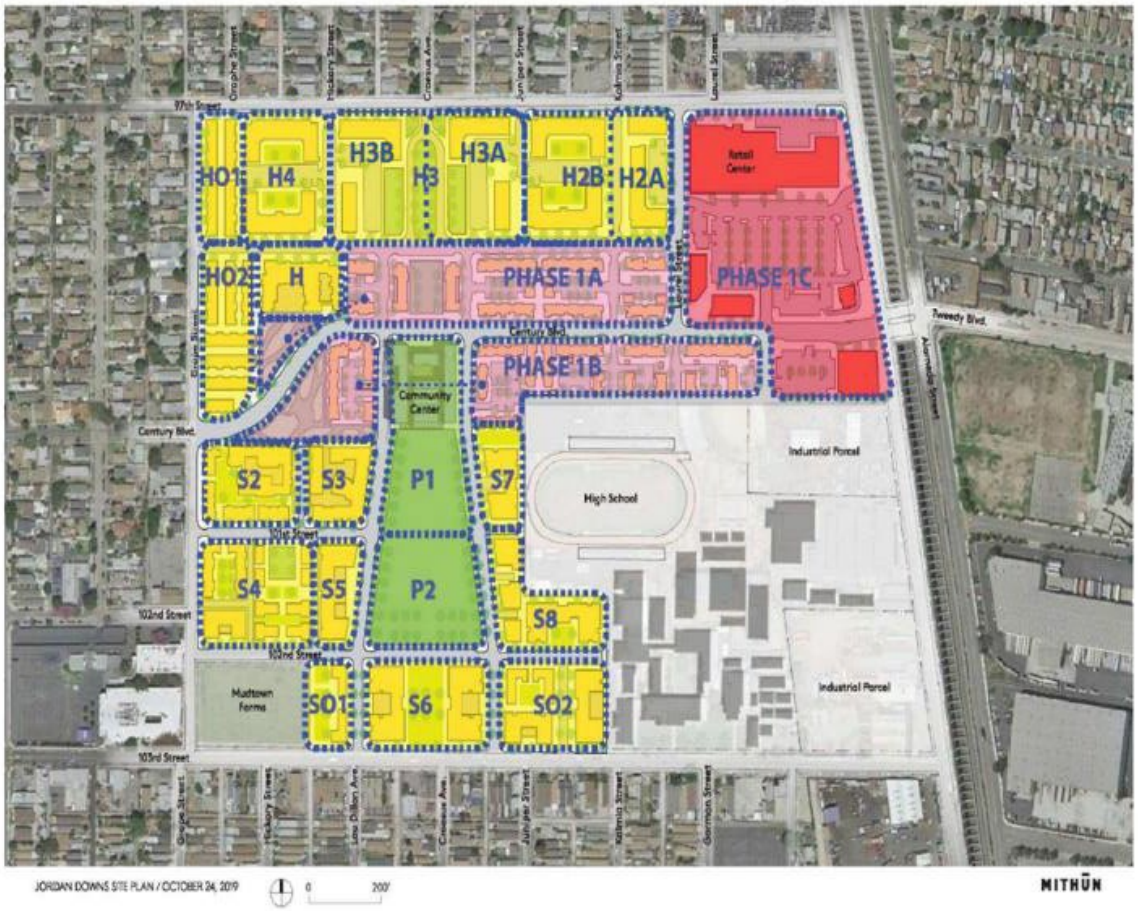
On August 12, 2020, HACLA was awarded a 35 Million Dollar CNI Grant. In Compliance with Grant requirements. In addition, HACLA utilizes Section 8 Project Based vouchers available upon the conversion of public housing units at the Project under the Rental Assistance Demonstration (RAD) program.

3. UPDATED PROJECT PHASING SITE DESCRIPTION

The site is a 700-unit public housing development located between Grape and Alameda, and 97th and 103rd Streets in the City of Los Angeles (See **Figure 1 Updated Project Site Plan**). Demolition and redevelopment activity began at the site in 2016, and as of October 2021, 158 Jordan Downs households have moved into the replacement housing units available in Phase 1. Phase 1 involved vacating and demolishing 30 of the original 700 units. Construction is currently underway in Area H, Phase S2, and Phase S3. HACLA has committed to a "Build First" strategy forredevelopment and relocation. The redevelopment will proceed in phases which will allow new construction work to begin without dislocating existing households. The delivery of new units willbe sequenced with the demolition of existing obsolete units, to avoid the need for temporary relocation. If a household cannot move to the new phase for some reason, they will be temporarily moved on-site until their unit is ready. All applicable relocation options are availableto the families at the site, whether they choose to move into a newly constructed unit or take the opportunity to move permanently off-site.

Further details regarding updated construction phasing are provided in **Attachment 1**.

Figure 1 Updated Project Site Plan



4. UPDATED GENERAL DEMOGRAPHIC AND HOUSING CHARACTERISTICS

Details from the 2020 Census have not been released however, according to the 2019 Census estimates, the population of the City of Los Angeles is 3,966,936, and the population of the impacted Census Tract, Tract 2421 is 2,582 (see Table 1). Corresponding ACS data concerning the housing mix is shown in Table 2. Updated data concerning vacant units for sale or rent is unavailable in the 2019 ACS 5-Year Estimates. Please refer to Table 2 in the Plan for these numbers.

Table 2: Population and Race, 2019 American Community Survey 5-Year Estimates – City of Los Angeles & Impacted Tract

Population	Tract 2421	%	City	%
Total Population	2,582	100.0%	3,966,936	100.0%
White	1,424	49.9%	2,065,172	52.1%
Black or African American	695	24.4%	354,169	8.9%
American Indian or Alaska Native	84	2.9%	28,840	0.7%
Asian	0	0.0%	460,942	11.6%
Native Hawaiian or Other Pacific Islander	39	1.4%	6,417	0.2%
Some Other Race	605	21.2%	902,495	22.8%
Two or More Races	5	0.2%	148,901	3.8%
Hispanic or Latino (of Any Race)	2,161	75.8%	1,922,409	48.5%

Source: U.S. Census Bureau, 2019 American Community Survey 5-Year Estimates, Table DP05

Table 3: Housing Units, 2019 American Community Survey 5-Year Estimates – City of Los Angeles & Impacted Tract

Type	Tract 2421	%	City	%
Total Units	708	100.0%	1,413,995	100.0 %
Total Occupied Units	698	98.6%	1,318,168	93.2%
Owner-Occupied	6	0.2%	503,863	38.2%
Renter-Occupied	692	99.1%	814,305	61.8%
Vacant Housing Units	10	1.4%	95,827	6.8%

Source: U.S. Census Bureau, 2019 American Community Survey 5-Year Estimates, Table DP04.

5. UPDATED ASSESSMENT OF IMPACTED RESIDENTS AND RELOCATION NEEDS

a) Survey Method

Information necessary for the preparation of the 2018 Amendment to the Relocation Plan was obtained through personal interviews conducted with the residents of Jordan Downs between Mid-2017 and April 10, 2018, as well as electronic resident data provided by HACLA. During the initial Relocation Plan development, approximately 207 residents were interviewed and at the 2018 update, 309 households were surveyed. With active relocation on-site and the institution of the Choice Neighborhood Implementation Grant, resident interviews take place every year. In these interviews, questions are asked about relocation preferences as well as service needs. The last set of interviews took place between November 2021 and January 2022 touching 294 households. Additionally, staff interview maintains ongoing dialogue with community households in anticipation of eminent relocation. This allows staff to have a clear sense of the needs and preferences of residents. Interviews of residential occupants generated information pertaining to; household size and composition, income, monthly rent obligation, length of occupancy, ethnicity, home language, disabilities/health problems, transportation needs, pets, U.S. residential status. Additionally, general information regarding the resident's attitudes towards the Jordan Downs community and their desire to either remain within the community or relocate to a different development was shared.

b) Project Survey Data

As of January 2022, there are currently 405 occupied units in the original Jordan Downs site consisting of 1,274 total occupants. Most tenants are currently paying 30% of their gross household monthly income towards rent, with the balance of the rent subsidized, excepting certain mixed families as defined in HACLA's Admissions and Continued Occupancy Plan

I. Housing Mix

The table below outlines the existing breakdown of units by bedroom size occupied in the original buildings at Jordan Downs. As of the last update to the original Plan, 666 units were occupied. Currently, 405 units are occupied, as relocation activity has commenced and is in process at the site. The unit breakdown of the 405 currently occupied units is shown in the table below.

Table 4: Current Occupied Units by Bedroom Size						
# of Bedrooms	**One**	**Two**	**Three**	**Four**	**Five**	**Total**
# of Units	40	146	186	27	6	405

II. Income

Income information was obtained via household interviews and information provided by HACLA. According to income standards for the County of Los Angeles (**Attachment 2**) adjusted for family size as published by the Department of Housing and Urban Development (HUD) in April 2021, project household incomes are represented in the table below.

Table 4: Household Incomes					
Income Level	**Extremely Low**	**Very Low**	**Low**	**Above Low**	**Total**
# Households	332	28	36	9	405

III. Ethnicity/Language

Ethnicity and preferred language reported amongst the households interviewed and data provided by HACLA is summarized in Table 5: Ethnicity and Table 6: Language. The majority of the residents within Jordan Downs Public Housing community are Hispanic/Latino. The balance of the population is comprised of two other distinct ethnic groups the larger is African American and the "other' consists of Asian American.

Table 5: Ethnicity			
	Non-Hispanic / Latino	**Hispanic/ Latino**	**Not Reported**
Tenants	393	876	5

Table 6: Language				
Preferred Language	**English**	**Spanish**	**Korean**	**Total**
Households	202	202	1	405

All required notices and assistance will be provided in the language understood by the household or translation services will be provided by HACLA.

IV. Senior/Handicapped Households

Based on the 309 interviews conducted between June 2018 and December 2021 and data provided by HACLA, there are 71 remaining known senior households (head of household or spouse 62 years or older) and 99 remaining households that have a member with physical and/or psychological disabilities that need to be considered in the relocation process. Care will be taken to meet the special needs of each household, particularly as these needs may involve physical access to accommodations. HACLA will take into consideration the number of replacement units needed to house all families with

approved Reasonable Accommodations. In all cases involving physical or mental impairments, extra efforts will be made to provide close individual case management and monitoring.

In addition, HACLA will:

- Ensure that persons with hearing, vision, speech, manual, and other communication-related disabilities can obtain information concerning the Relocation Plan and implementation;

- Provide appropriate auxiliary aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, the Relocation Plan and implementation;

- Provide forms, notices, and other information in alternative formats, as requested for individuals who are blind, have low vision, or have cognitive disabilities for all print materials distributed, posted, or made available to residents concerning the Relocation Plan and its implementation

- Provide the phone numbers for accessing the Telecommunication Device for the Deaf (TDD) or the California Relay Service.

6. RELOCATION PROGRAM UPDATES

a) Assistance Options and Updated Housing Search

As previously noted, HACLA has designed the Phasing Plan for the Jordan Downs redevelopment to keep existing residents on-site during the rebuilding process. HACLA's "build-first" Plan intends to move families on-site only once – from the old unit to the newly constructed unit. However, circumstances may arise that would require households who wish to remain at Jordan Downs to move on-site twice. Households are being offered advisory, housing, and moving assistance to prevent the households from incurring out-of-pocket expenses related to the relocation. At the beginning of the redevelopment effort, HACLA made a commitment to the residents of Jordan Downs. This policy dictates that as long as tenants maintain good-standing, they will have the "right-to-return" and are eligible to move into the newly constructed units at Jordan Downs once complete (see **Attachment 4**). In addition, HACLA is participating in two HUD programs RAD and CNI that provide residents with the "right-to-return." See **Attachment 5** for more details on the "right to return" under those programs.

The Relocation Program outlined in the original Plan is currently being implemented at Jordan Downs. This Plan adheres to the requirements of the URA, HUD Handbook 1378, CRAL, Title 25, and RAD Guidelines. Further details regarding the assistance being offered are available in the original Plan on the HACLA website.

Due to the interplay between the RAD Program, the CNI Program, and HUD rules concerning public housing demolition, the Relocation Program for Phase S2 and future Phases utilizing CNI funds is governed by and conforms with the requirements of Section 18 of the Housing Act of 1937, as amended, and in accordance with 24 CFR Part 970 ("HUD Demolition Relocation Requirements"), and [California Government Code 7260, and Title 25 of the California Code of Regulation.] More information on HUD Disposition Relocation Requirements see **Attachment 7**.

As new units come online all households in the next affected demolition footprint are offered three options for replacement housing:

- A newly constructed replacement unit at Jordan Downs
- Transfer to another HACLA public housing property
- A Section 8 Housing Choice Voucher (HCV)

Of the residents who moved, most residents (85%) have elected to move on-site to a new replacement unit at Jordan Downs, approximately 11% of households have elected to take HCVs and 4% have elected to transfer to another public housing property. HACLA has been providing households with counseling and assistance throughout the process through various outlets, including Relocation Consultants, HACLA case managers, on-site service providers, and other community resources. Households electing to relocate off-site have been receiving assistance from a relocation consultant with their housing search through referrals, transportation assistance, and assistance with other steps in the HCV process. If households are unable to locate units using their HCV, HACLA allows the household to re-select another housing option.

An updated housing search for locations that will accept an HCV has been completed as of January 2022. The results of this housing search are detailed below in Table 7: Available Section 8 Listings. Listings were identified in Los Angeles and surrounding communities including Bell Gardens, Bellflower, Compton, Downey, Hawthorne, Inglewood, Long Beach, Lynwood, Paramount, San Gabriel, Santa Fe Springs, Southgate, and Torrance. Of the 114 total units identified, 63 are located in Los Angeles. For the units located in Los Angeles, median rent for the studio is $1,642, $1,757 for a one-bedroom, $2,053 for a two-bedroom, $2,749 for a three-bedroom, and $3,078 for a four bedroom. Table 7 reflects currently available units. While they might not be available at the time of displacement, they reflect section 8 availability in the surrounding area and is an indicator of housing availability to HCV holders in the future.

Table 7: Available Section 8 Listings

Unit Size	Number of Units	Rent Minimum	Rent Maximum	Median Rent
Studio	1	$ 1,642.00	$ 1,642.00	$ 1,642.00
1 BR	23	$ 1,150.00	$ 1,926.00	$ 1,650.00
2 BR	52	$ 1,600.00	$ 2,700.00	$ 2,000.00
3 BR	24	$ 1,895.00	$ 2,962.00	$ 2,707.00
4 BR	14	$ 2,600.00	$ 3,226.00	$ 3,199.50

HACLA has been offering units to households and as much as possible, giving them choice in the unit they ultimately accept to move to. Individual household circumstances are considered on a case-by-case basis to identify the unit that best suits the family's needs with respect to income, family size, and program preferences.

Despite HACLA's use of the "build-first" approach, there are circumstances in which a family (an "Impacted Family") may be required to temporarily relocate on-site or off-site to a unit other than a newly constructed unit at Jordan Downs (a "Temporary Unit") to allow for phased demolition or the Project to otherwise proceed. When a New Unit is available, the Impacted Family will move or relocate an additional time from the Temporary Unit to the new unit. HACLA recognizes the inconvenience that moving multiple times may cause an Impacted Family. In appreciation of an Impacted Family's cooperation with and dedication to HACLA's redevelopment efforts, HACLA has established an Inconvenience Award Policy (the "Inconvenience Policy") to provide eligible Impacted Families a one-time monetary award (an "Inconvenience Award"). The Inconvenience Policy sets forth a uniform process for HACLA to determine the eligibility of an Impacted Family for an Inconvenience Award and distribute an Inconvenience Award to an eligible Impacted Family. The full policy can be found in **Attachment 6**.

b) Resident and Community Engagement

As part of the CNI Grant that The Project is receiving, HACLA is partnering with the City of Los Angeles, City of Los Angeles Mayor's Office of Economic Opportunity, Jordan Downs Community Partners, LLC (a joint venture of The Michaels Development Company and BRIDGE Housing Corporation), and Children's Institute, Inc., along with other neighborhood organizations participating in the Watts Rising Collaborative. The HACLA relocation team has partnered with residents and community coaches to provide a transparent relocation assistance program that is based on a design-build concept of "People first, process second." The relocation office is located on-site and has drop-in hours in addition to regularly scheduled work hours.

Counseling and support will be provided to residents before and up to three years after relocation to ensure that all residents can maintain lease compliance to retain eligibility and transition back to the neighborhood easily. In addition, there will be collaboration with property management to ensure that case management support is offered to residents to avoid eviction.

The relocation team has participated in community events, such as holiday giveaways, back-to-school events, and educational events. As part of this ongoing partnership, the relocation team is part of a network of social service providers that meet bi-monthly to discuss cases at Jordan Downs that have special needs, lack resources, or have parenting and/or mental health challenges. DRA provides trauma-informed services, so that the approach to relocation is based on the person's level of understanding, avoiding personal triggers as they navigate residents through the relocation process.

The relocation program has facilitated several workshops on the following topics:

- Relocation benefits and relocation processes
- Meets and greets with landlords
- Move Preparation
- Housing Search Assistance

The Relocation Team presented the current Plan and explained that updates to the Plan are required at this time due to new funding sources and changes in the phasing plan and construction schedule. It was explained to the residents that this update to the Relocation Plan would be a separate document (Addendum) only including changes since the writing of the current Plan. The Addendum will be made available for public comment and a community meeting will be held to review the changes to the Plan.

7. RELOCATION SCHEDULE

The relocation schedule is designed to minimize the impact on residents while being governed by the redevelopment construction timelines. Following receipt of all necessary HUD approvals, all households will receive notices on a rolling basis as determined by when their units are scheduled to be demolished or when new units become available for occupancy within the Phasing Plan. All relocation for Phases 1A and 1B was complete as of October 2021, and initial resident relocation work has begun for Area H which is expected to be fully occupied by May 2022. (See **Attachment 1**).

The Project is expected to take approximately six years from 2022 to complete.

Although only 37% of the replacement units will be RAD units, all Project households have received a RAD Relocation Notice and at least 90 days written notice to vacate per RAD and URA requirements. The proposed redevelopment is both a RAD conversion, CNI conversion and a Section 18 disposition, therefore HACLA has adopted the policy of following the RAD and CNI guidelines and providing relocation assistance as required to all Project occupants.

8. EXTENDED RIGHT TO RETURN- VAWA AND OTHER OFF-SITE TRANSFERS

Residents that move off-site upon selection of the HACLA relocation option of either moving to another public housing site or taking a Sec 8 HCV shall be extended the right-to-return to the newly developed site. In addition, residents that transfer due to a Violence Against Women Act (VAWA) approved request or other emergency transfer, as determined by HACLA, shall be extended the right to return to the newly developed site. To date, VAWA transfers have impacted ten households previously living at Jordan Downs. (See **Attachment 5 - Right to Return Policies of the RAD and CNI**)

If multiple residents have transferred off-site: Then priority of units will be first to VAWA transfers and then based on the earliest date of occupancy for their prior unit at the redeveloped site.

If a resident was transferred due to a fear for their health and safety, such as VAWA, the resident must show and/or attest to the fact that the issue has been resolved and the situation no longer is deemed a threat to the well-being of the resident or other members of the household if the resident returns to the Jordan Downs community. Relocation benefits, such as moving expenses back to the redeveloped site, and utility reconnection fees, will be paid from the Relocation benefits for residents returning to the redeveloped site.

9. COVID-19 PROTOCOLS

The Relocation Consultant has developed a comprehensive Plan to relocate residents that has been reviewed and approved by Colden Corporation. Colden is a team of Certified Industrial Hygienists, Certified Safety Professionals, Certified Professional Environmental Auditors, and doctoral-trained environmental and occupational health scientists highly trained in the latest techniques, procedures, and laws to help ensure a safe and healthy workplace. Due to current concerns regarding COVID-19 the following protocols will be taken to minimize risk and exposure at Jordan Downs during the renovations:

1. DRA staff and all on-site property management and ownership staff will always wear Personal Protective Equipment (PPE) while at Jordan Downs. They will minimize close and face to face interactions by using large meeting spaces, meeting in outdoor spaces and meet via phone/internet.

2. During any agency provided moves, residents will be required to wear a face covering and keep at least six feet of distance between themselves and movers. DRA may set up a day space they can relax in during the move to maintain safe distance during the move.

3. Self-certification forms may be required and used by contractors and other vendors on-site.

As the CDC, state and local officials release additional guidance, the Jordan Downs team will monitor and adjust this Plan accordingly. Residents will be provided with information about these protocols prior to their relocation.

10. SUMMARY

This Addendum will be made available to each household and the public for the mandatory thirty (30) day review period. Comments to this Addendum will be included as an attachment prior to submission to the HACLA Board of Commissioners for its review and approval. A copy of the approved Plan will be forwarded to the California Department of Housing and Community Development (HCD).

HACLA is in the process of revitalizing the aging Jordan Downs development via the new construction of sustainable subsidized housing units within an expanded existing Project site. A variety of funding sources, including CNI and the RAD program, will be utilized to convert the public housing units to a mixed-finance housing development.

HACLA and its co-developers have adopted a build-first program, which is intended to minimize the need for existing Project residents to relocate temporarily. Residents will, to the extent feasible, move one time into a newly constructed Project unit, or they may choose to move off-site into another public housing development or via a tenant-based Section 8 voucher (HCV) to another community of their choice. Moving assistance and advisory services will be provided to all Project occupants.

All relocation noticing and relocation activities will be conducted in compliance with Legal Requirements. A qualified relocation consultant will be hired to provide relocation assistance services to The Project residents via the relocation program and The Plan described herein.

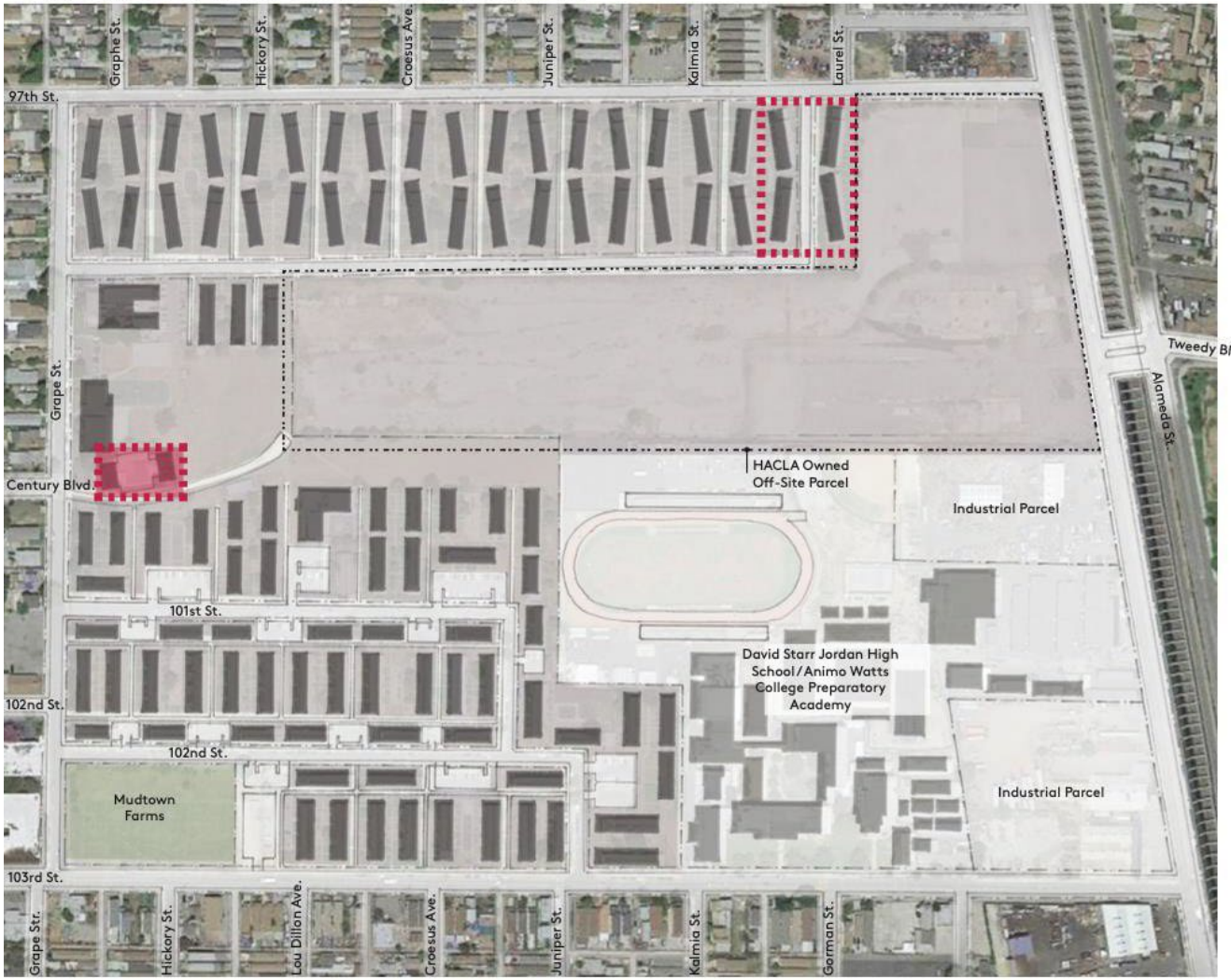
Residents who are relocated under temporary, extended temporary or voluntary permanent relocation, because of the rehabilitation shall be relocated to other decent, safe, sanitary, and affordable housing (at rents no higher than permitted under the Act). While most households are being moved only one time, in some cases, temporary relocations may occur if a household wishes to move into a newly constructed unit at Jordan Downs and one is not yet available (See **Attachment 8**). Such relocations must be conducted on a non-discriminatory basis without regard to race, color, religion, creed, national origin, handicap, age, familial status, sex, sexual preference, sexual orientation, or gender identity and in compliance with Federal, State and Local laws

ATTACHMENT 1 – UPDATED REDEVELOPMENT PHASING PLAN

Illustrative Site Plan : 1,569 Units Full Build-out

The overall number units shall be 1,569 replacing 700 existing public housing units while respecting the scale and character of the surrounding neighborhoods.

PRE-REDEVELOPMENT CONDITION



LEGEND

HEAD START PROGRAM RELOCATED

DEMOLITION FOR PHASE 1 BUILD OUT

UNIT COUNT

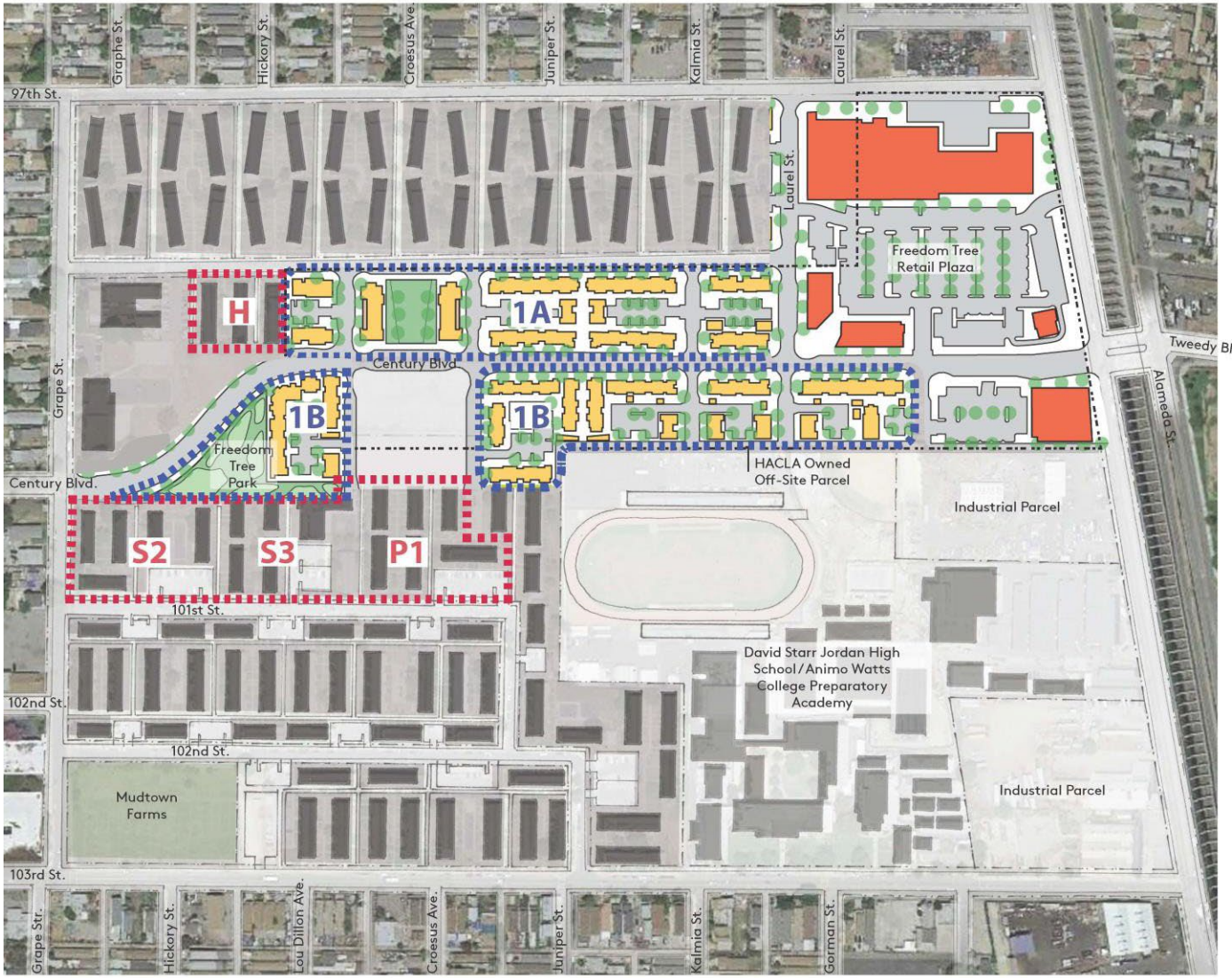
NEW CONSTRUCTION THIS PHASE	0
CUMULATIVE TOTAL (NEW)	0
UNITS VACATED AND DEMOLISHED	30
CUMMULATIVE TOTAL (DEMO)	30

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 1: 1A+1B



LEGEND

NEW CONSTRUCTION RESIDENTIAL

DEMOLITION FOR NEXT PHASE

UNIT COUNT

NEW CONSTRUCTION THIS PHASE	250
CUMULATIVE TOTAL (NEW)	250
UNITS VACATED AND DEMOLISHED	109
CUMULATIVE TOTAL (DEMO)	139

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 2: S2, S3, H

LEGEND

- NEW CONSTRUCTION RESIDENTIAL
- DEMOLITION FOR NEXT PHASE
- EMPTY LOT

UNIT COUNT

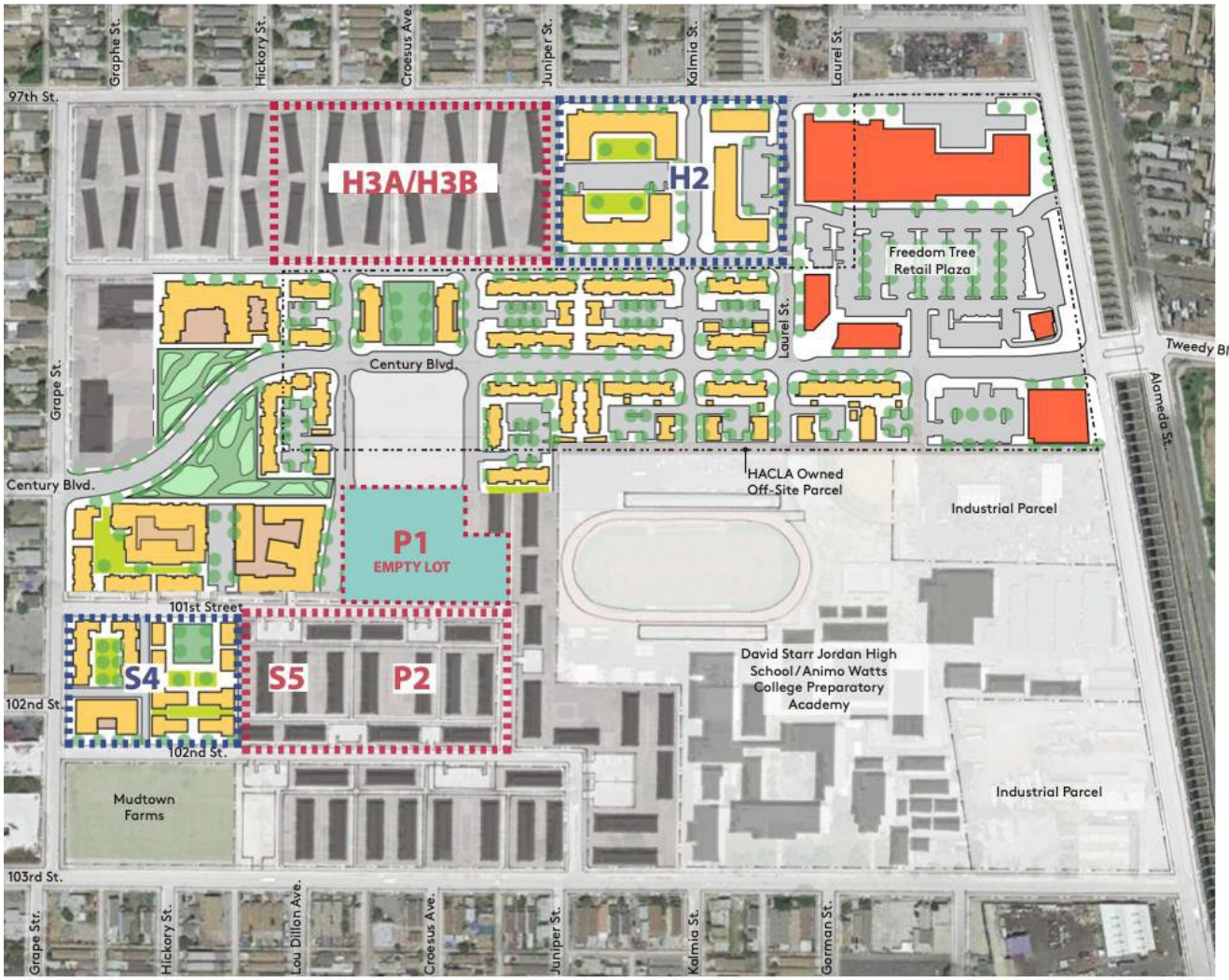
NEW CONSTRUCTION THIS PHASE	253
CUMULATIVE TOTAL (NEW)	503
UNITS VACATED AND DEMOLISHED	142 H2A/H2B/S4
CUMULATIVE TOTAL (DEMO)	281

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 3: S4+H2A + H2B



LEGEND

- NEW CONSTRUCTION RESIDENTIAL
- DEMOLITION FOR NEXT PHASE
- EMPTY LOT

UNIT COUNT

NEW CONSTRUCTION THIS PHASE	285 H2A/H2B/S4
CUMULATIVE TOTAL (NEW)	788
UNITS VACATED AND DEMOLISHED	194 H3A/H3B/S5/P2
CUMULATIVE TOTAL (DEMO)	475

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

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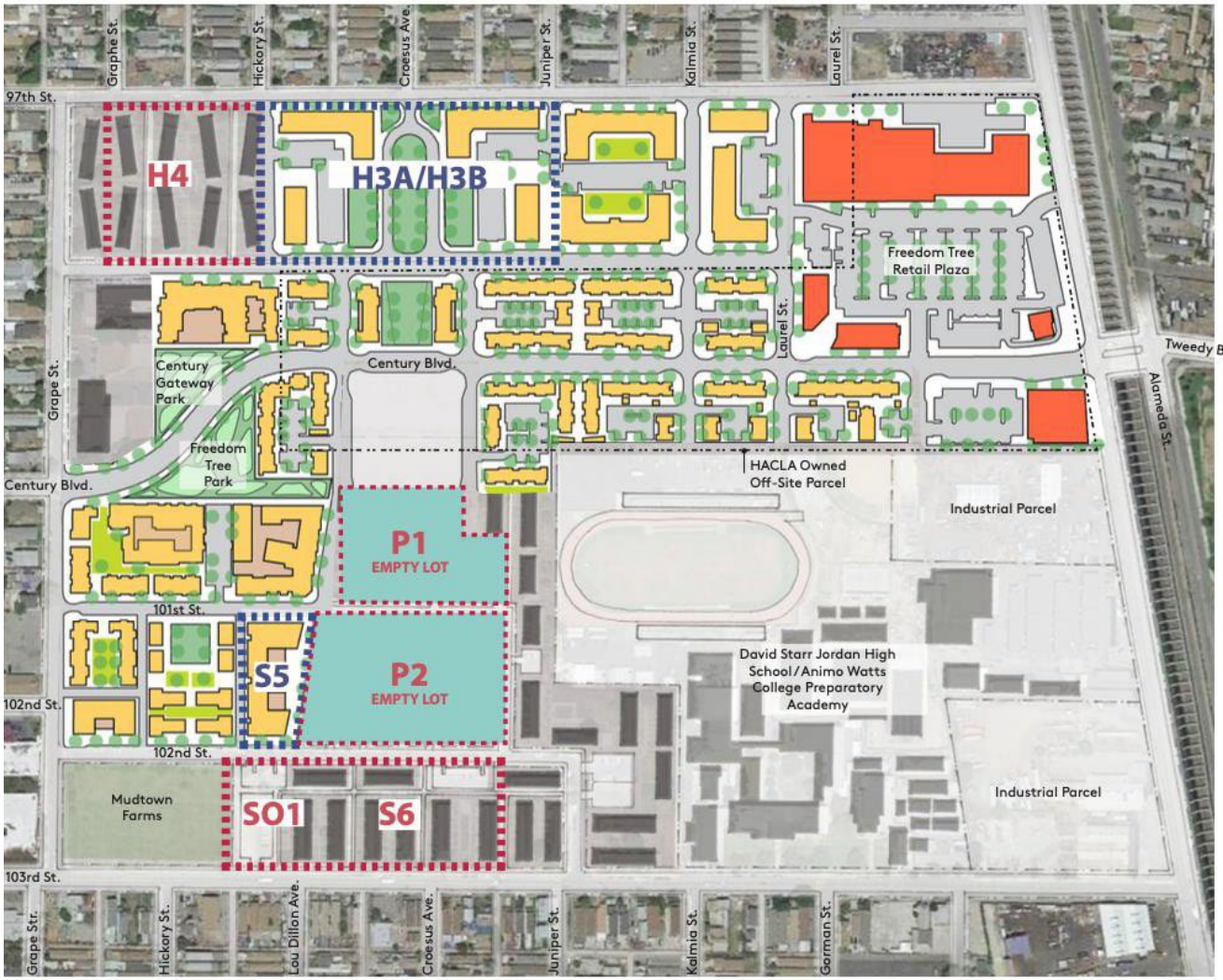
PHASE 4: H3A/H3B + S5



LEGEND

- NEW CONSTRUCTION RESIDENTIAL
- DEMOLITION FOR NEXT PHASE
- EMPTY LOT

UNIT COUNT

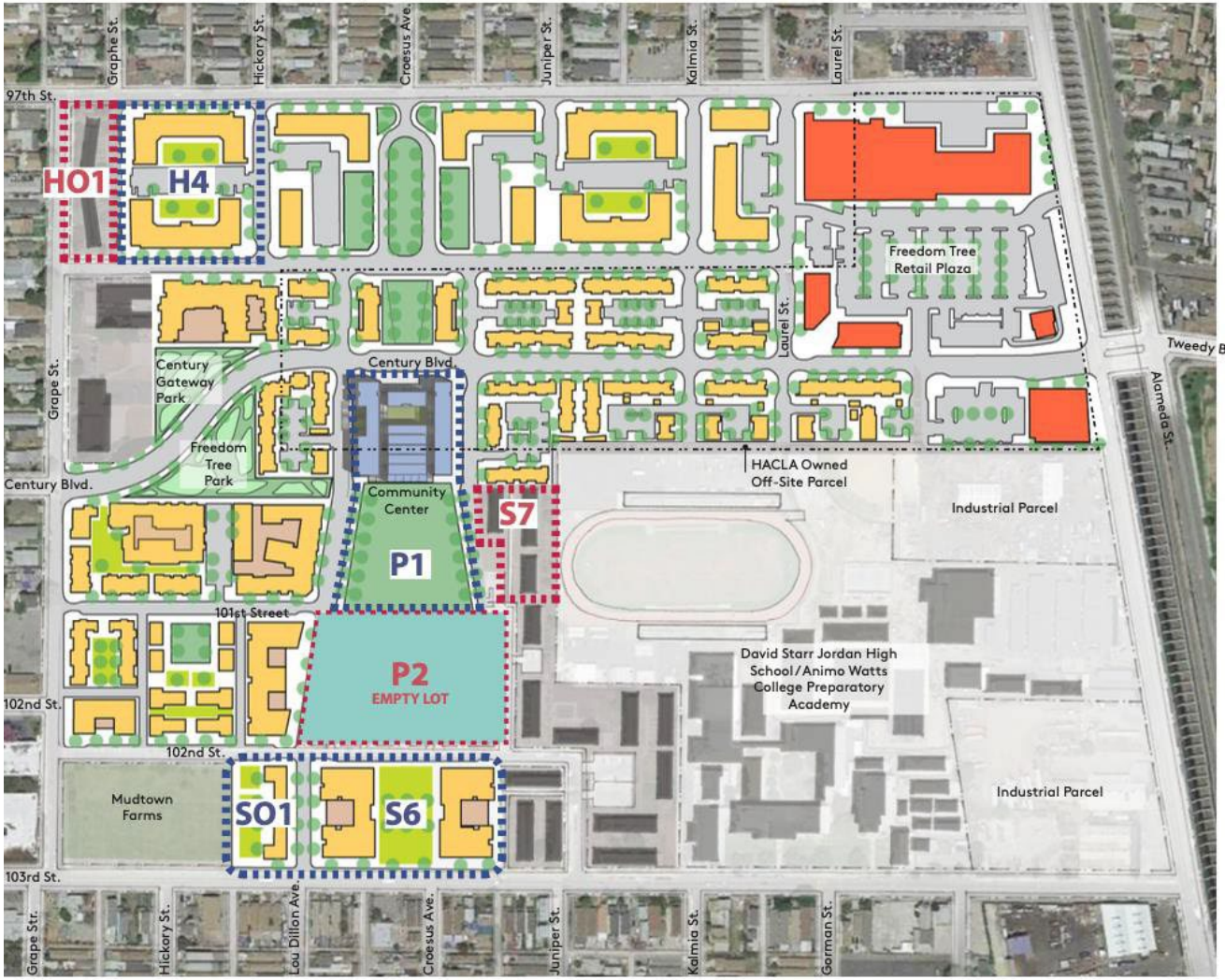
NEW CONSTRUCTION THIS PHASE	264 S5, H3
CUMULATIVE TOTAL (NEW)	1052
UNITS VACATED AND DEMOLISHED	120 S6, H4, S01
CUMULATIVE TOTAL (DEMO)	595

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 5: SO1, S6, H4, P1



LEGEND

- NEW CONSTRUCTION RESIDENTIAL
- DEMOLITION FOR NEXT PHASE
- EMPTY LOT

UNIT COUNT

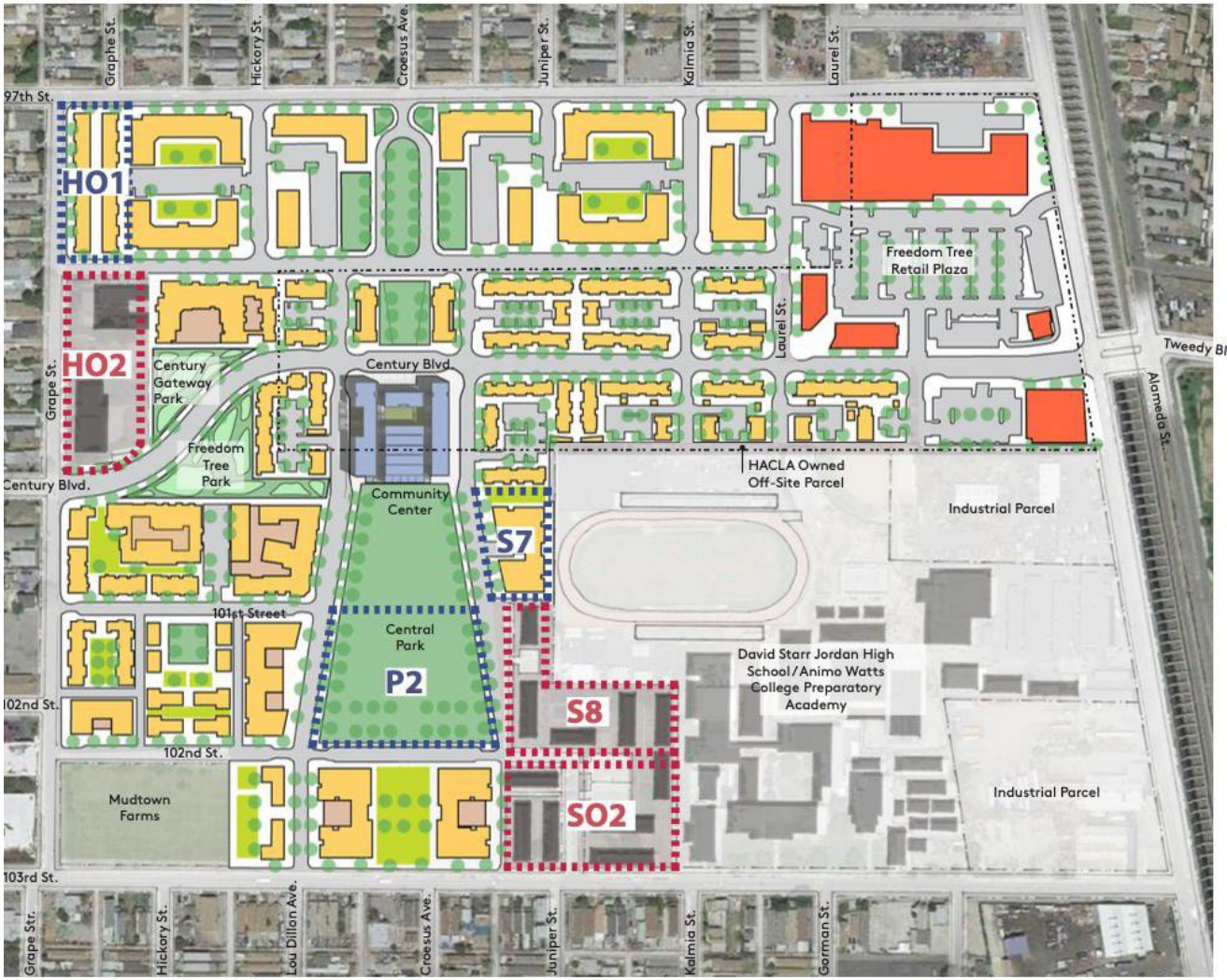
NEW CONSTRUCTION THIS PHASE	227
CUMULATIVE TOTAL (NEW)	1279
UNITS VACATED AND DEMOLISHED	33 S7,HO1
CUMULATIVE TOTAL (DEMO)	628

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 6: HO1,S7, P2



LEGEND

- NEW CONSTRUCTION RESIDENTIAL
- DEMOLITION FOR NEXT PHASE

UNIT COUNT

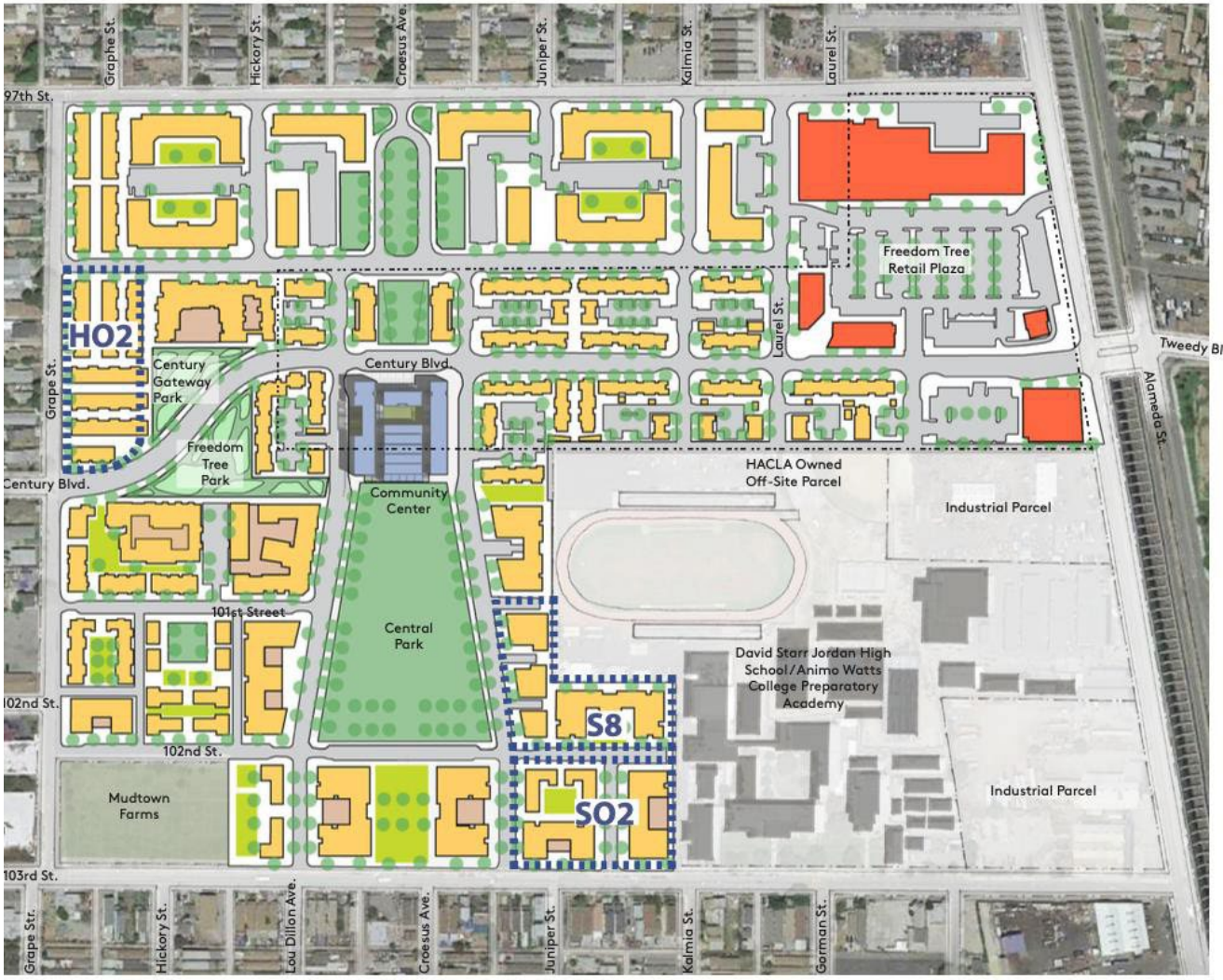
NEW CONSTRUCTION THIS PHASE	100 H01, S7, P2
CUMULATIVE TOTAL (NEW)	1379
UNITS VACATED AND DEMOLISHED	72 H02, S8, S02
CUMULATIVE TOTAL (DEMO)	700

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

MITHŪN

PHASE 7: S8+SO2, HO2



LEGEND

NEW CONSTRUCTION RESIDENTIAL

UNIT COUNT

NEW CONSTRUCTION THIS PHASE	190 H02, S8, S02
CUMULATIVE TOTAL (NEW)	1569
UNITS VACATED AND DEMOLISHED	0
CUMULATIVE TOTAL (DEMO)	700

JORDAN DOWNS SITE PLAN / OCTOBER 29, 2019

0 200'

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ATTACHMENT 2 – HUD INCOME LIMITS

Attachment 2 – HUD Income Limits

2021 HUD Income Limits
Los Angeles County

The following figures are approved by the U. S. Department of Housing and Urban Development (HUD) for use in the **County of Los Angeles** to define and determine housing eligibility by income level.

Median Family Income: $80,000			
Family Size	**Extremely Low**	**Very Low**	**Low**
1 Person	24,850	41,400	66,250
2 Person	28,400	47,300	75,700
3 Person	31,950	53,200	85,150
4 Person	35,450	59,100	94,600
5 Person	38,300	63,850	102,200
6 Person	41,150	68,600	109,750
7 Person	44,000	73,300	117,350
8 Person	46,800	78,050	124,900

Figures are per the U.S. Department of Housing and Urban Development (HUD), **updated in April 2021.**

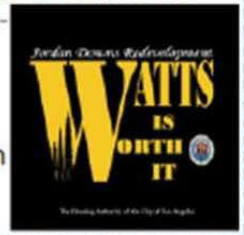
ATTACHMENT 3 – SAMPLE RIGHT TO RETURN CERTIFICATE

Declaration of Right to Retain Tenancy

GRANTED THIS DAY, AUGUST 15, 2016, THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES DECLARES YOUR HOUSEHOLD IS ELIGIBLE TO RETURN TO THE NEWLY REDEVELOPED JORDAN DOWNS.

HEAD OF HOUSEHOLD:

- This certificate provides your household the right to a new unit in the redeveloped Jordan Downs with the number of bedrooms you are eligible for at the time of move-in and your payment toward rent will continue to be based on 30% of your adjusted income.
- The right is retained as long as your household is not evicted or terminated from housing assistance.
- The right is transferable only through a HACLA-approved change in the head of household.
- This right means that you will not be "re-screened" for any reason as a condition to your return, although you may be requested to update your income information for record-keeping purposes.
- The right will apply to the rental housing developed by the Master Developer and its affiliates under its Master Development Agreement for Jordan Downs.



Attachment 4 - Right to Return Policies of the RAD and CNI Program

Attachment 4
Right to Return Policies of the RAD and CNI Program

Phases 1A, 1B, and S3 and Area H were redeveloped using the RAD Program, which provides as follows:

The *Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions*, Notice H 2016-17 PIH 2016-17 (HA) issued and effective on November 15, 2016, and Rental Assistance Demonstration – Final Implementation, Revision 4, Notice H-2019-09 PIH-2019-23 (HA) issued September 5, 2019, govern RAD right to return requirements.

Resident households may not be denied relocation housing or the right to return based on rescreening, income eligibility, or income targeting. PHAs may only offer housing options with screening, income eligibility or income targeting requirements if the impacted residents meet the admission and occupancy policies applicable to such housing. However, whether or not in a temporary relocation situation, the household remains subject to the applicable program policies regarding continued occupancy of an assisted unit by a resident of the unit.

Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the project once rehabilitation or construction is completed. Permanent involuntary displacement of residents may not occur as a result of a project's conversion of assistance, including, but not limited to, as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery. Residents will have the right to reside in an assisted unit at the site once rehabilitation or construction is complete.

Phase S2 and future Phases will be redeveloped using the funding available under a HUD Choice Neighborhood Implementation (CNI) Grant Agreement. CNI provides as follows:

Each existing Jordan Downs household who moves off-site and wishes to return to the on-site replacement housing may return if the household was lease-compliant at the time of off-site relocation and remained lease-compliant throughout the relocation period. A returning household shall be provided a preference for occupancy of on-site replacement units before such units are made available to any other eligible households (the "Return Preference"). Such returning household also has the option to forgo an on-site replacement unit and may retain tenant-based housing choice voucher assistance (HCV), subject to federal appropriations. The Return Preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Moreover, the Return Preference is retained even if the resident has previously received permanent relocation benefits.

Households that voluntarily move off-site prior to HACLA-required relocation do not have the Return Preference. In other words, if a household vacates their unit for reasons not related to the redevelopment (for example to live closer to work) before HACLA has issued a notice to vacate (typically a 30 day or 90 day notice), such household does not retain the Return Preference. If a household is "rightsized" (e.g. splits into two separate households) through the relocation resulting from a CNI redevelopment the original head of household will have the Return Preference. Once

all of the original heads of household have been housed, HACLA will offer the second household initial occupancy of any replacement unit that may be available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation period.

ATTACHMENT 5 – VAWA PROCEDURES

VIOLENCE AGAINTS WOMEN ACT PROCEDURES

The Violence Against Women Act (VAWA) prohibits denying admission, denying assistance, terminating participation, or evicting on the basis or as a direct result of the fact that an applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

VAWA also protects residents against denial of tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if the criminal activity is engaged in by a member of the household, any guest, or other person under the control of the resident and the resident or an affiliated individual of the resident is the victim or threatened victim.

Lastly, an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of the lease or good cause for terminating the assistance, tenancy, or occupancy of the victim or threatened victim of such incident.

I. DEFINITIONS

A. **Domestic violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim'' includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by:

   1. The length of the relationship.

   2. The type of the relationship.

   3. The frequency of interaction between the persons involved in the relationship.

B. **Dating violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the following factors:

   1. The length of the relationship.

   2. The type of relationship.

   3. The frequency of interaction between the persons involved in the relationship.

*** Note numbering correction from 201:1G to 201:1I – Feb 2021*

C. **Sexual assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, **including** when the victim lacks capacity to consent.

D. **Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person's individual safety or the safety of others; or

2. Suffer substantial emotional distress.

E. **Affiliated individual:** With respect to an individual, means:

1. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or

2. Any individual, tenant, or lawful occupant living in the household of that individual.

II. NOTIFYING APPLICANTS AND RESIDENTS OF THEIR VAWA RIGHTS

A. HACLA must provide to all applicants and residents the *Notice of Occupancy Rights under the Violence Against Women Act* (form VAWA-100) and the certification form *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (form HUD-5382) during the following times:

1. At the time an applicant is denied assistance or admission.

2. At the time the applicant is provided assistance or is admitted to the program.

3. With any initial notification of eviction or notification of termination of assistance.

4. During a 12-month period following the implementation of this requirement, at the time of the annual reexamination or lease renewal.

B. HACLA staff must also provide forms VAWA-100 and HUD-5382 to its applicants and participants at other pertinent times (e.g. when victimization is reported).

C. The following documents must be available at the Management Office for public review:

1. Federal Register – *Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs*

2. *Notice of Occupancy Rights under the Violence Against Women Act* (VAWA-100)

3. *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (HUD-5382)

4. *Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (VAWA-200)

5. *Local Organizations Offering Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (VAWA-300)

III. PROTECTIONS AGAINST ADVERSE ACTIONS

A. An applicant for assistance or resident assisted may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

B. An applicant or resident can document that they are a victim of domestic violence, dating violence, sexual assault, or stalking and therefore eligible for VAWA protections by providing HACLA one of the following forms of documentation. The applicant or resident decides which of the following to provide.

1. A complete *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (HUD-5382)

2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders.

3. A statement from an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the applicant/resident sought assistance in addressing domestic violence, dating violence, sexual assault, stalking, or the effects of abuse. The statement must be signed by the applicant/resident and the professional must also sign it attesting under penalty of perjury that he or she believes that the incident(s) of domestic violence, dating violence, sexual assault, or stalking occurred and is/are grounds for protections.

C. Staff cannot require the victim to provide police reports, restraining orders, or similar documentation.

D. If the resident requests VAWA protections but does not provide one of the forms of documentation listed above, staff must request the documentation in writing using form *Request for Documentation to Determine Eligibility for Protections under the Violence Against Women Act* (form VAWA-400). The resident has 14 business days from the date of the request to submit the documentation.

E. The only time staff may require third party documentation is if the information provided contains conflicting information or if staff has information that contradicts the claim. Only

then may the Site Manager require the resident to provide third party documentation as described under number (B)(2) or (B)(3) above.

F. The request for third party documentation must be made in writing by HACLA using form VAWA-400 and must allow 30 calendar days from the date of the request.

G. In addition to documenting that an incident occurred and the eligibility for protections, residents seeking protections must also provide enough information for staff to determine whether or not the adverse action is "on the basis" or as a "direct result" of the domestic violence, dating violence, sexual assault, or stalking.

H. HACLA staff must consider the resident's statement(s) as well as any supporting documentation if available to make an objective and reasonable determination, based on all the circumstances, to conclude whether the adverse action is "on the basis" or as a "direct result" of the fact that resident or applicant is a victim.

I. If further information is needed to make the determination, staff may request additional documentation from the applicant or resident in writing using form VAWA-400. However, any request for additional documentation must:

1. Be in accordance with HACLA's policies and practices regarding the collection of sensitive information.

2. Not require evidence of the incident of domestic violence, dating violence, sexual assault, or stalking.

3. Not violate confidentiality requirements or any other laws.

J. The resident has 14 business days from the date of the request to provide the supporting documentation.

IV. LIMITATION OF VAWA PROTECTIONS

A. VAWA regulations do not supersede any obligation HACLA may have under a court order with respect to the distribution or possession of property among members of the household or the rights of access or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, or stalking.

B. VAWA regulations do not limit any available authority HACLA has to evict or terminate assistance for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking against the resident or an affiliated person of the resident, as long as HACLA does not subject that individual to a more demanding standard than other residents in determining whether to evict or terminate.

C. HACLA is not required to provide VAWA protections if HACLA can demonstrate an actual and imminent threat to other residents, employees, or those providing services to the property if the resident or lawful occupant is not evicted or terminated from

assistance. HACLA must also demonstrate that there is no other action it can take to reduce or eliminate the threat.

V. VAWA EMERGENCY TRANSFERS

A. Residents who are victims of domestic violence, dating violence, sexual assault, or stalking are eligible for emergency transfers if they meet the following requirements:

1. The resident requesting the transfer is eligible and documents eligibility for VAWA core protections as described above.

2. The resident expressively requests the transfer.

3. The resident reasonably believes there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit.

4. Victims of sexual assault also qualify for an emergency transfer (even if a threat of further violence does not exist) if the sexual assault occurred on the premises during the 90-calendar day period preceding the resident's request for the transfer.

B. The *Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (form VAWA-200) explains the resident's right to an emergency transfer under VAWA and must be provided to victims of domestic violence, dating violence, sexual assault, or stalking when a transfer is requested. Furthermore, this form must be made available upon request.

C. Residents seeking emergency transfers under VAWA must complete form *Emergency Transfer Request due to Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (form HS-ETR-VAWA). With this form, the resident will certify that they meet the requirements listed above.

D. All emergency transfers must be done in accordance with Section VIII of the *Admission and Continued Occupancy Policy* (ACOP), the *Emergency Transfer Request Procedures* (Exhibit 201:1J), and all instructions provided via interoffice memorandum from the Director of Housing Services.

VI. ACTING ON A REQUEST FOR VAWA PROTECTIONS

A. Each request for VAWA protections will be reviewed on a case by case basis.

B. Upon request for VAWA protections the Site Manager is to:

1. If the request is for an emergency transfer, the procedures in section V above must be followed.

2. If the request is for something other than an emergency transfer (such as protections against an adverse action), upon receipt of all information and necessary documentation:

a. Scan an e-mail all pertinent documents to the Director of Housing Services, appropriate Assistant Director, and other administrative personnel as designated by any additional internal directive.

b. Prior to forwarding documentation to Housing Services Administration, all documents in languages other than English must be translated.

C. Any interactions with residents regarding VAWA protections must adhere to HACLA's Limited English Proficiency Policy (LEP) (Chapter 121:1).

D. Staff is to obtain from residents seeking protections, a phone number or e-mail address for secure communication.

E. When leaving messages or sending e-mails, even to a secured number or e-mail address, staff must not make any reference to VAWA key words or specifics of the case.

F. Staff is to provide adequate notes/memos within the business system to record basic facts of any request for VAWA protections and actions taken.

VII. CONFIDENTIALITY

A. Any information submitted to HACLA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in strict confidence.

B. Access to this information shall be limited to individuals involve in processing the request or to individuals who need access to the information under applicable Federal, State, or local law.

C. The covered housing provider shall not enter confidential information into any shared database (other than HACLA's internal business system) or disclose such information to any other entity or individual, except to the extent that the disclosure is:

1. Requested or consented to in writing by the individual in a time limited release.

2. Required for use in an eviction proceeding or hearing regarding termination of assistance.

3. Otherwise required by applicable law.

ATTACHMENT 6 – INCONVENIENCE AWARD POLICY

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
INCONVENIENCE AWARD POLICY

I. Background

The Housing Authority of the City of Los Angeles' ("HACLA") mission is, in part, to preserve, enhance, and expand deeply affordable housing. In support of this mission, HACLA is redeveloping various public housing projects in Los Angeles, California in multiple phases (each, a "Project"). Projects may be redeveloped utilizing federal preservation and repositioning programs, including, but not limited to, the United States Department of Housing and Urban Development ("HUD") Rental Assistance Demonstration ("RAD") program, demolition and disposition under Section 18 of the U.S. Housing Act of 1937, as amended, the Section 8 Project-Based Voucher program and funding available under the Choice Neighborhoods Implementation grant program. Projects may also receive funding under other federal, state and local programs such as the low-income housing tax credit program and State of California Department of Housing and Community Development grant and/or loan programs.

HACLA uses best efforts to apply a "build first" approach to multiphase redevelopment Projects. Under the build first approach, new replacement units at a Project (each, a "New Unit") are constructed prior to the demolition of existing occupied public housing units (each, an "Existing Unit"). The objective of the build first approach is to limit, to the extent feasible, the number of times a family is required to move by allowing the family to move directly from an Existing Unit to a New Unit. In practice, the build first model minimizes the number of families that are moved or relocated multiple times to advance development of a Project.

Despite Hackle's use of the build first approach, there are circumstances when an existing family may be required to temporarily move or relocate on-site or off-site (each, an "Impacted Family") to a unit other than a New Unit (each, a "Temporary Unit") to allow for Project-site demolition or a Project to otherwise proceed. When a New Unit is available, the Impacted Family will move or relocate an additional time from the Temporary Unit to the New Unit. HACLA recognizes the inconvenience that moving multiple times may cause an Impacted Family. In appreciation of an Impacted Family's cooperation with and dedication to HACLA's redevelopment efforts, HACLA is establishing this Inconvenience Award Policy (this "Policy") to provide eligible Impacted Families a one-time monetary award (an "Inconvenience Award"). This Policy sets forth a uniform process for HACLA to determine the eligibility of an Impacted Family for an Inconvenience Award and distribute an Inconvenience Award to an eligible Impacted Family.

II. Compliance with Legal Requirements

This Policy is intended to comply with the federal and state laws applicable to each Project, including, but not limited to, the HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), HUD Notice H-2016-17 PIH-2016-17 (HA) (November 10, 2016), U.S. Housing Act of 1937, as amended, 24 CFR Part 970, 24 CFR Part 982, 24 CFR Part 983, the Uniform Relocation Assistance and Real Property Acquisition Act (URA), 49 CFR Part 24, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and 24 CFR

Part 42 (collectively, "Legal Requirements"). In the event of a conflict between this Policy and any Legal Requirements, the Legal Requirements shall govern.

III. Impacted Family Eligibility

An Impacted Family that temporarily moves or relocates away from an Existing Unit to a Temporary Unit (on-site or off-site) due to any of the following circumstances is eligible for an Inconvenience Award:

Early Project Site Clearance. HACLA requires the Impacted Family to move to a Temporary Unit to demolish the Existing Unit or otherwise permanently vacate the Existing Unit for a Project. The Impacted Family Moves to a Temporary Unit because a New Unit is not available.

Offer of a New Unit is Retracted. HACLA offers and the Impacted Family accepts a New Unit. Prior to the Impacted Family moving to the New Unit, HACLA retracts the New Unit offer because the Impacted Family cannot be accommodated in the New Unit or any other New Unit at the target Project.

Extenuating Circumstances. HACLA requires an Impacted Family to move to a Temporary Unit based on unique and extenuating circumstances that pose significant hardship to an Impacted Family.

An Impacted Family is explicitly not eligible for an Inconvenience Award in the following circumstances:

Electing to Change type of Housing Option. When feasible and in accordance with the Legal Requirements, HACLA offers each family residing in an Existing Unit replacement housing options which may include a New Unit, a Section 8 Housing Choice Voucher ("HCV") or an alternate public housing unit (each, a "Housing Option"). If an Impacted Family selects a Housing Option in writing and later requests an alternate Housing Option, which HACLA in its discretion determines to allow and that alternate Housing Option cannot be immediately accommodated resulting in the Impacted Family's move to a Temporary Unit. For Example, an Impacted Family selects an HCV as its Housing Option but is unable to rent a unit in the private market, and subsequently requests an accommodation to change their Housing Option to a New Unit that is no longer available.

Refusal to Move. The Impacted Family meets the occupancy requirements for a New Unit offered by HACLA as a Housing Option. The Impacted Family refuses to communicate its selection of a Housing Option to HACLA in a timely fashion. Due to the delay, HACLA offers the New Unit to another family to meet Project requirements and the Impacted Family can no longer be accommodated in the New Unit or another New Unit in The Project.

Delayed Move with Alternate Housing Option. The Impacted Family selects a public housing unit or HCV as its Housing Option, and such selection is accepted by HACLA. Subsequently, the Impacted Family's move to this alternate Housing Option is delayed and the Impacted Family is required to vacate the Existing Unit. The Impacted Family moves to a Temporary Unit until it moves to the alternate housing.

Household Resizing. The Impacted Family selects a New Unit as its Housing Option. HACLA offers the Impacted Family a New Unit based on the household size and applicable occupancy standards. The Impacted Family subsequently submits a request to add a household member(s), other than additions by marriage, birth, foster care or as a reasonable accommodation, and HACLA agrees to accommodate the increased household size. The Impacted Family no longer meets the occupancy standard for the New Unit. The Impacted Family is, therefore, ineligible for the New Unit and is required to move to a Temporary Unit.

The eligibility of an Impacted Family will be determined on a nondiscriminatory basis, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender, and in compliance with the Legal Requirements. An Impacted Family's New Unit and/or Temporary Unit bedroom size will be determined by the Impacted Family's household composition on the date the Impacted Family submits an executed Housing Option selection to HACLA.

IV. Inconvenience Award

HACLA may, subject to the Legal Requirements, offer each Impacted Family determined eligible under Section III an Inconvenience Award as a one-time, nonrecurring, lump-sum award of (a) $2,000 for an Impacted Family that is expected to move to a Temporary Unit for one year or less or (b) $4,000 for an Impacted Family that is expected to move to a Temporary Unit for more than one year. The amount of the Inconvenience Award will not be adjusted or supplemented after the Inconvenience Award is accepted by the Impacted Family, regardless of the actual time in a Temporary Unit. If the URA applies to the relocation of the Impacted Family to a Temporary Unit, HACLA may structure the Inconvenience Award as a relocation payment or an award. If the URA does not apply to the relocation or move of the Impacted Family to a Temporary Unit, HACLA will provide the Inconvenience Award as an award.

Notwithstanding the foregoing paragraph, HACLA intends to structure any Inconvenience Award, to the extent feasible and subject to the Legal Requirements, in a manner that does not result in (a) an increase in an Impacted Family's annual income for purposes of HUD rental subsidy programs or (b) federal or state tax liability to the Impacted Family. HACLA will inform each Impacted Family of the potential for any Inconvenience Award to be treated as annual income for HUD program purposes and taxable income for federal and state tax purposes. Further, HACLA will advise and encourage each Impacted Family to seek knowledgeable, professional guidance on annual income and tax implications of accepting the Inconvenience Award. HACLA will provide Inconvenience Awards from exclusively unrestricted non-federal funds.

V. Inconvenience Award Letter

Once HACLA has determined an Impacted Family is eligible for an Inconvenience Award in accordance with Section III and determined the amount of the Inconvenience Award in accordance with Section IV, HACLA will provide the Impacted Family an award letter (an "Inconvenience Award Letter").

Each Inconvenience Award Letter will provide:

(a) the amount of the Inconvenience Award;

(b) that disbursement of the Inconvenience Award will occur not more than 30 days following an Impacted Family's move to a Temporary Unit;
(c) a statement that acceptance of an Inconvenience Award may have annual income and tax liability implications;
(d) recommendation that the Impacted Family seek knowledgeable and professional guidance on the annual income and tax implications of the Inconvenience Award;
(e) a statement that no additional or supplemental Inconvenience Award will be provided based on the actual time the Impacted Family resides in a Temporary Unit;
(f) for the Impacted Family (or the head of household for the Impacted Family) to execute the Inconvenience Award Letter to signify acceptance of the Inconvenience Award;
(g) the Inconvenience Award is made solely at HACLA's discretion and does not impose any obligation on HACLA
(h) the Inconvenience Award Letter shall not be construed to create any legal right expressly or implicitly to payment of the Inconvenience Award or any substitute benefit; and
(i) additional information as HACLA deems appropriate with the advice of legal counsel.

HACLA will disburse the Inconvenience Award to the Impacted Household in accordance with the terms of the Inconvenience Award Letter. HACLA, Michaels, BRIDGE, and Relocation Consultant cannot advise on Federal, State, and Local tax law. Residents who receive an Inconvenience Award are encouraged to consult with independent tax advisors concerning the tax consequences of such awards. For purpose of determining income under HACLA's public housing and HCV programs (including RAD), an Inconvenience Award shall be excluded from income as non-recurring temporary income.

ATTACHMENT 7 – HUD DEMOLITION RELOCATION REQUIREMENTS

1. **HUD Demolition Relocation Requirements**
The HUD Demolition Relocation Requirements provide that HACLA must:

1. Relocate residents on a nondiscriminatory basis and provide relocation resources. HACLA must offer each family displaced by demolition or disposition comparable housing that meets housing quality standards (HQS) and is located in an area that is generally not less desirable than the location of the displaced persons. The housing must be offered on a nondiscriminatory basis, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender, in compliance with applicable Federal and state laws. For persons with disabilities displaced from a unit with reasonable accommodations, comparable housing should include similar accommodations. Such housing may include:

(1) Tenant-based assistance, such as assistance under the HCV program, except that such assistance will not be considered "comparable housing" until the family is actually relocated into such housing;

(2) Project-based assistance; or

(3) Occupancy in a unit operated or assisted by HACLA at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated.

2. ***Relocation notice.*** HACLA is responsible for the following:

(1) Notifying each family residing in the development of the proposed demolition 90 days prior to the displacement date, except in cases of imminent threat to health and safety. The notification must include a statement that:

(i) The development or portion of the development will be demolished or disposed of;

(ii) The demolition of the building in which the family resides will not commence until each resident of the building has been relocated;

(iii) Each family displaced by such action will be provided comparable housing, which may include housing with reasonable accommodations for disability, if required under section 504 of the Rehabilitation Act of 1973 and HUD's regulations in 24 CFR part 8;

(2) Providing for the payment of the actual and reasonable relocation expenses of each resident to be displaced, including residents requiring reasonable accommodations because of disabilities;

(3) Ensuring that each displaced resident is offered comparable replacement housing; and

(4) Providing any necessary counseling for residents that are displaced.

Under the HUD Demolition Relocation Rules, HACLA may consolidate occupancy within or among buildings of a development, or among developments, or with other housing for the purposes of improving living conditions of, or providing more efficient services to residents, pursuant to its Admissions and Continued Occupancy Plan.

PRIMARY CONTACTS

The Housing Authority City of Los Angeles (HACLA)
John King, Community Relations Officer
(213) 252-5464
john.king@hacla.org

BRIDGE Housing
Van Scott, Director Jordan Downs,
(310) 422-2561
vscott@bridgehousing.com
Kassie Bertumen, Community Development Manager
(415) 989-1111
kbertumen@bridgehousing.com

Michaels Development Company
Kecia Boulware, Vice President of Development
(213) 392-7745
kboulware@tmo.com

Mary Keshishian, Regional Vice President
Interstate Realty Management Co.
(916) 883-1100
mkeshishian@themichaelsorg.com

Relocation Consultant (Del Richardson & Associates, Inc.)
Del Richardson, Relocation Program Director
(310) 645-3729
del.richardson@drainc.com

RECORDED AT THE REQUEST OF AND WHEN RECORDED, RETURN TO:

Ella K. Gower
MILLER STARR REGALIA
1331 N. California Blvd., Fifth Floor
Walnut Creek, CA 94596

DECLARATION OF ANNEXATION

NEW CENTURY

Lot 1 on Tract 82619-01

THIS DECLARATION OF ANNEXATION is made this ____ day of _____, 202__, by HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic organized and existing under the laws of the State of California ("HACLA"), and JORDAN DOWNS COMMUNITY PARTNERS LLC, a California limited liability company ("JDCP") (collectively, HACLA and JDCP shall be referred to as the "Declarant") with reference to the following facts:

A. The "New Century Declaration of Restrictions (CC&Rs)" was recorded on June 14, 2018, as Document No. 20180590854 in the records of Los Angeles County, California, amended by a First Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on September 17, 2018, as Document No. 20180948407 in the records of Los Angeles County, California, further amended by a Second Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on September 26, 2019, as Document No. 20191010229 in the records of Los Angeles County, California, further amended by a Third Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on June 25, 2020, as Document No. 20200693163 in the records of Los Angeles County, California, further amended by a Fourth Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on June 30, 2021, as Document No. 20211027458 in the records of Los Angeles County, California, and any additional amendments thereto (collectively, the "Declaration"). Section 11.1 of the Declaration provides that Declarant may annex additional property as described in Exhibit A to the Declaration and thereby make the additional property subject to the Declaration. Exhibit F provides that as additional Lots are annexed into the Development as described in Article 11 of the Declaration, Declarant shall amend Exhibit F.

B. Declarant and Jordan Downs 3, LP, a California limited partnership, as the owner of a leasehold estate of the following real property now desires to annex the real property located in Los Angeles, California, more particularly described as Lot 1 of Tract No. 82619-01 (the "Map"), in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book _____, Pages _____, inclusive, of Maps, in the office of the Los Angeles County, California (the "Annexed Property"), and update Exhibit F to the Declaration to reflect the addition of the bedroom count for the Annexed Property to Exhibit F. This Declaration of Annexation is being executed pursuant to the terms of the Declaration for purposes of annexing the Annexed Property and to subject the Annexed Property to the terms of the Declaration.

DECLARANT DECLARES AS FOLLOWS:

1. Unless otherwise provided herein, the defined terms as indicated by the capitalization of the first letter of the word shall have the same meaning as defined in the Declaration.

2. Pursuant to the terms of the Declaration, Declarant and Jordan Downs 3, LP, a California limited partnership, declare that the Annexed Property is annexed to and made a part of the Development as described in the Declaration and that the Annexed Property is subject to the Declaration and the jurisdiction of the New Century Owners Association, a California nonprofit mutual benefit corporation (the "Association"). Voting rights and assessments shall commence as set forth in the Declaration. From and after the effective date of this Annexation, the rights, duties, covenants, easements and restrictions contained in the Declaration shall constitute covenants running with the land and equitable servitudes that benefit and bind the Annexed Property and each Owner and successive Owner thereto.

3. The Owner of the Lot in the Annexed Property will receive membership in the Association, which membership shall be appurtenant to the Member's Lot.

4. In accordance with **Exhibit E** of the Declaration, Lot 1 of Tract No. 82619-01 is assigned to Block 1 in **Exhibit E** for Allocation of Votes.

5. **Exhibit F** attached hereto replaces **Exhibit F** attached to the Declaration.

THIS DECLARATION OF ANNEXATION shall be effective automatically on the date it is recorded in the records of Los Angeles County, California.

HACLA:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

JDCP: **JORDAN DOWNS COMMUNITY PARTNERS LLC,**
a California limited liability company

By: The Michaels Development Company I, LP,
a New Jersey limited partnership,
its member and manager

By: The Michaels Development Holding Company L.L.C.,
a New Jersey limited liability company
its sole general partner

By: _____
Name: John J. O'Donnell
Title: President

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its member and manager

By: _____
Name: Kimberly McKay
Title: Executive Vice President

State of New Jersey)
County of Camden)

On _____, before me, _____, a Notary Public, personally appeared John J. O'Donnell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CONSENT

The undersigned, the leasehold owner of the real property described in Recital B to the foregoing Declaration of Annexation (the "Annexation") certifies that it consents to the recordation of the Annexation annexing the real property described in Recital B of the Annexation to the "New Century Declaration of Restrictions (CC&Rs)" recorded on June 14, 2018, as Document No. 20180590854 in the records of Los Angeles County, California, amended by the First Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on September 17, 2018, as Document No. 20180948407 in the records of Los Angeles County, California, further amended by a Second Amendment recorded on September 26, 2019, as Document No. 20191010229 in the records of Los Angeles County, California, further amended by a Third Amendment recorded on June 25, 2020, as Document No. 20200693163 in the records of Los Angeles County, California, further amended by a Fourth Amendment to New Century Declaration of Restrictions (CC&Rs) recorded on June 30, 2021, as Document No. 20211027458 in the records of Los Angeles County, California, and any additional amendments thereto.

Dated: _____

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC
a California limited liability company
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Kimberly McKay
Title: Executive Vice President

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT F

As described in **Section 5.9** of the Declaration, assessments are allocated among the Residential Lots based on the number of bedrooms that each Residential Lot bears to the number of bedrooms of all of the Residential Lots subject to assessments.

If there is any conflict between the number of bedrooms in this **Exhibit F** and the actual number of bedrooms, the number of bedrooms in this **Exhibit F** shall control to retain a stable, reliable and constant allocation schedule.

Declarant shall amend this **Exhibit F** as additional Lots are annexed into the Development as described in **Article 11** of the Declaration.[1]

Lot	**Bedrooms**
Lot 2 [Tract 72805]	48
Lot 3 [Tract 72805]	151
Lot 4 [Tract 72805]	23
Lot 6 [Tract 72805]	21
Lot 7 [Tract 72805]	27
Lot 10 [Tract 72805]	77
Lot 12 [Tract 72805]	143
Lot 13 [Tract 72805]	46
Lot 14 [Tract 72805]	62
Lot H	161
Lot 2 [Tract 82633-01]	175
Lot 3 [Tract 82633-01]	196
Lot 1 [82619-01]	162

[1] Undeveloped Lots are not subject to assessments. If an undeveloped Lot is developed for residential or commercial purposes the Lot shall be subject to assessments as described in **Section 5.7** of the Declaration. If the Lot is developed for residential purposes, the Lot's share of assessments shall be based on the number of bedrooms. If the Lot is developed for commercial purposes, the Lot's share of assessments shall be an amount that represents a fair and equitable share of assessments as determined by the Board after consultation with a qualified independent consultant. Any disputes between the Board and the Lot Owner shall be submitted to nonbinding mediation for resolution. If not resolved through mediation the dispute shall be resolved by binding arbitration. When an undeveloped Lot becomes subject to assessments, the Board shall amend this **Exhibit F** to set forth the Lot's share of assessments and the consent of the members shall not be required.

FREE RECORDING IN
ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Infill Infrastructure Grant
Program
Department of Housing and
Community Development
P.O. Box 952054
Sacramento, CA 94252-2054

DECLARATION OF RESTRICTIVE COVENANTS FOR THE DEVELOPMENT AND OPERATION OF AFFORDABLE HOUSING

This Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing (the "**Declaration**") dated _____, 2022, for reference purposes only, by THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a Public Body, Corporate and Politic, the fee owner of the real property (the "**Real Property Owner**"), BRIDGE HOUSING CORPORATION, a California Nonprofit Public Benefit Corporation, the fee owner of the housing development improvements (the **Housing Development Owner")**, their successors, assigns and transferees, is hereby given to and on behalf of the California Department of Housing and Community Development, an agency of the State of California (the "**Department**").

RECITALS

This Declaration affects that certain real property commonly known as 2299 E. 99th Place, and located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in the Legal Description attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Property**") and is entered into based on the following facts and understandings:

1. THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (the "**Recipient**") and the Department entered into an agreement 21-IIG-16866 on or about [DATE OF CONTRACT] (the "**Standard Agreement**"), under the Infill Infrastructure Grant Program (the "**Program**"). The Program was forth in Health

and Safety Code sections 53559, 53559.1, and 53599.2 (added by Stats. 2019, ch. 159, § 20).. The primary objective of the Program is to promote infill housing development.

2. Pursuant to the terms of the Standard Agreement, the Department agreed to provide Recipient with a grant under the Program (the "**Grant**") in an amount not to exceed $20,000,000. The Standard Agreement requires Recipient to use the Grant to complete certain infrastructure improvements to the Property and to develop a residential development containing affordable housing units (the "**Affordable Housing Development**") on the Property, all as specified in the Standard Agreement.

3. The Recipient and the Department also entered into a Disbursement Agreement on or about [DATE OF DISBURSEMENT AGREEMENT], 2022 governing the disbursement of funds from the Program Grant (the "**Disbursement Agreement**").

4. The Real Property Owner, as landlord, and the Housing Development Owner, as tenant entered into that certain Option to Lease Agreement dated May 1, 2021 (the "**Original Lease**").

5. To ensure the construction and continued operation of the Affordable Housing Development and as consideration for the Program Grant, the Real Property Owner and the Housing Development Owner agreed to encumber their respective interests and enter into this Declaration, to restrict the development, use and occupancy of the Affordable Housing Development.

6. The Real Property Owner is joining in this Restrictive Covenant for the sole purpose of encumbering its fee interest in the Property solely for the limited purpose of ensuring that the Property will be available for use as an Affordable Housing Development site and the Department shall not hold the Real Property Owner liable for the construction and the continued operation of the Affordable Housing Development.

7. The terms "Real Property Owner" and "Housing Development Owner" as used in this Declaration shall include all successors, assigns and transferees of any or all of the respective interests of the Real Property Owner and Housing Development Owner in the Property and the Affordable Housing Development. The Real Property Owner and the Housing Development Owner may collectively be referred to herein as the "Owners."

NOW, THEREFORE, Owners, in consideration of the Department's Grant to Recipient and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners hereby covenant, agree and declare that the

Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants (the "**Covenants**") and that such Covenants shall be binding upon all of Owners' successors, assigns and transferees to the Property, and all leases, tenants, contractors, agents, and all persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

COVENANTS

1. Construction, Operation and Maintenance of the Affordable Housing Development. Housing Development Owner, for itself and for any successors-in-interest to and transferees or assigns of the Property, hereby declares and covenants that the Property is restricted to the development and use of the Affordable Housing Development and uses ancillary to such housing and other uses as may be reasonably approved by the Department in its sole discretion. The Affordable Housing Development shall be comprised of, at a minimum, the number and size of units, have such occupancy and affordability restrictions and such other characteristics as are described in **Exhibit B**, "**Affordable Housing Development**," attached hereto and incorporated herein by this reference.

2. Repair and Maintenance of the Property and other Building or Improvements of the Affordable Housing Development. Housing Development Owner agrees:

a. To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;

b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;

c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the Affordable Housing Development or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;

d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to this Covenant;

e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Department's prior written consent; and

g. Not to alter the use of all or any part of the Property without prior written consent of the Department.

3. Restrictions on Sale, Encumbrance, and Other Acts.

a. Except with the Department's prior written approval, Housing Development Owner shall not make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Affordable Housing Development or of any of their interest in either of them.

b. The Department may grant its approval for a sale, transfer or conveyance of the Property or the Affordable Housing Development subject to such terms and conditions as may be necessary to preserve or establish the fiscal integrity of the Property or the Affordable Housing Development or to ensure compliance with the Program Requirements.

4. Charges; Liens. Owners, based on their separate interests and respective obligations to the Property and the Affordable Housing Development, shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property or to the Affordable Housing Development, if any, by Owners making payment, when due or prior to delinquency, directly to the payee thereof. Owners shall promptly furnish to Department all notices of amounts due under this paragraph, and in the event Owners shall make payment directly, Owners shall promptly furnish to Department receipts evidencing such payments. Owners shall pay when due all encumbrances, charges, and liens, on the Property or to the Affordable Housing Development, any portion thereof and payments on notes or other obligations secured by an interest in the Property or Affordable Housing Development, any portion thereof, with interest in accordance with the terms thereof. Owners shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Owners do so diligently and without prejudice to Department.

5. Hazard and Liability Insurance and Condemnation.

a. The Owners shall at all times keep the Property and the Affordable Housing Development insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the Department. All

insurance policies and renewals thereof shall be issued by a carrier and in form acceptable to the Department.

b. In the event of any fire or other casualty to the Property or Affordable Housing Development or eminent domain proceedings resulting in condemnation of the Property or Affordable Housing Development or any part thereof, Owners shall have the right to rebuild the Property or the Affordable Housing Development, and to use all available insurance or condemnation proceeds therefore, provided that, as determined by the Department in its sole discretion, (a) such proceeds are sufficient to rebuild the Property or Affordable Housing Development in a manner that ensures continued operation of the Affordable Housing Development and as consideration for the Program Grant, (b) the Department shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material breach or default then exists under the Grant. If the casualty or condemnation affects only part of the Property or Affordable Housing Development and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and/or partial repayment of the Grant.

6. **Covenants Run with the Land**. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land. Real Property Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on Real Property Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

7. **Binding Effect.** Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Real Property Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Declaration.

8. **Term of Declaration.** The Covenants in this Declaration shall be binding, effective and enforceable commencing upon the execution of this Declaration and shall continue in full force and effect for a period of not less than fifty-five (55) years for Rental Affordable Housing Developments after a certificate of occupancy or its equivalent has been issued for the Affordable Housing Development by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the Affordable Housing Development**.**

9. **Building Permits.** Owners agree not to apply for or accept any permits for the construction of improvements on the Property inconsistent with the Affordable Housing Development as described in **Exhibit B** hereto.

10. **Default.** The following shall constitute a default of this Declaration and shall entitle the Department to all of the remedies contained herein.

a. Any default under the Standard Agreement or the Disbursement Agreement (collectively, with this Declaration, the "Grant Documents") shall also be a default under this Declaration.

b. Recipient's failure to repay all disbursed Grant funds upon demand by the Department where construction of the Affordable Housing Development has not received building permits and begun within five (5) years from the date of the Program Grant award to include any granted extension of the deadline date.

c. Failure to complete the Affordable Housing Development, as evidenced by a certificate of occupancy, within the period of time set forth in the Standard Agreement, but not more than eight (8) years from the effective date of the Standard Agreement or any extension granted by the Department.

11. **Remedies**. The Department and its successors and assigns may use any or all of the following provisions in the event of a default or breach of this Declaration. The failure by the Department to exercise any specific right or remedy shall not preclude the Department from exercising any other right or remedy, or from maintaining any action to which it may otherwise be entitled at law or in equity:

a. **Specific Performance.** The development, use and maintenance of the Property as an Affordable Housing Development in accordance with **Exhibit B** attached to this Declaration is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Owners, their successors, assigns or transferees, would not have an adequate remedy at law. Therefore, the Department's rights in the affordable housing provisions may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

b. **Injunctive Relief.** In pursuing specific performance of the Covenants, the Department shall be entitled to petition the court for injunctive relief to preserve the Department's interests in the Property and its rights under this Declaration. Such injunctive relief may include, but is not limited to, an order of the court restraining any development of the Property inconsistent with the Covenants made herein.

c. **Appointment of Receiver.** In conjunction with any other remedy provided herein or by law, the Department may apply to any court of competent jurisdiction for the appointment of a receiver to take over and operate the Property or the Rental Housing Development in accordance with the terms of this Declaration and the Standard Agreement.

d. **Legal Actions.** In addition to any other rights and remedies, any party may institute a legal action to require the cure of any breach or default of the Covenants contained in this Declaration and to recover damages for any breach or default, or to obtain any other remedy consistent with the purpose of this Declaration. Damages may include, but are not limited to, reimbursement of the Department's Grant to Recipient with interest at the highest rate permissible under applicable law. In any action seeking enforcement or interpretation of any of the terms or provisions of this Declaration, the prevailing party shall be awarded, in addition to damages, injunctive relief, or other relief, its reasonable costs and attorneys' fees.

12. Department Review and Inspection.

a. At any time during the term of this Declaration, the Department or its designee may enter and inspect the Property and inspect all accounting records of the Housing Development Owner pertaining to the construction of the infill infrastructure projects funded by the Grant, and the development or operation of the Affordable Housing Development. Upon request by the Department, the Housing Development Owner shall notify occupants of upcoming inspections of their units in accordance with state law.

b. At the Department's request, the Recipient and/or the Housing Development Owner shall provide, at Recipient and/or Housing Development Owner's expense, a special audit of the infill infrastructure projects funded by the Grant and the Affordable Housing Development certified by an independent certified public accountant. The Department may also perform or cause to be performed audits of any and all phases of the Recipient and/or Housing Development Owner's activities related to the Grant.

c. The Department may request any other information that it deems necessary to monitor compliance with the Covenants and other requirements set forth in this Declaration and the Standard Agreement. The Recipient and/or the Housing Development Owner shall provide such information within 14 days from the Department's written request for such information.

13. Owners' Representations. Owners represents and warrants to the Department that: (1) each Owner has sufficient interest in the Property to own, develop, construct and operate the Affordable Housing Development in accordance with this Declaration, (2) to Owners' actual knowledge and belief, there are no agreements, contracts, covenants, conditions or exclusions to which each Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration, (3) each Owner has the full right and authority to enter into this Declaration, (4) this Declaration constitutes a valid and legally binding obligation on Owners, enforceable in accordance with its terms, and (5) Owners are duly organized and authorized to do business in the State of California.

14. Governing Law. This Declaration shall be interpreted and be governed by the laws of the State of California.

15. Severability. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

Owners' signatures follow on page 9 of this Restrictive Covenant.
The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

REAL PROPERTY OWNER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a Public Body, Corporate and Politic

By: _____
Douglas Guthrie
President and CEO

HOUSING DEVELOPMENT OWNER:

Jordan Downs 3, LP, a California Limited Partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole and managing member

By: _____
Kimberly McKay, Executive Vice President

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF LOT 1 OF TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT NO. 17205 PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLOGATION TO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO. 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET; THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET;

THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "B"

AFFORDABLE HOUSING DEVELOPMENT
(Qualifying Infill Project)

Jordan Downs H2A **APN# 6046-019-930** **2299 E 99th Place** **Los Angeles, CA 90002** **County of Los Angeles**			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	**# of Units**	**IIG Restricted**	**Income Limit (% of AMI)**
1	3	3	30%
1	7	7	40%
1	6	6	50%
1	3	1	60%
1	2	2	60%
1	1	0	Market Rate
2	3	3	30%
2	7	7	40%
2	10	10	50%
2	2	2	60%
2	1	1	60%
2	3	0	Market Rate
2	1	0	Manager
3	3	3	30%
3	4	4	50%
3	6	6	60%
3	4	4	60%
3	10	0	Market Rate
4	1	1	30%
4	1	1	50%
Total	**76**	**61**	
Net Density (see Guidelines Sec. 302(u))		**61.4**	

II. Other Housing Development Requirements

A. The required average net density is 30 units per acre.

B. The proposed or planned amenities shall be completed by the date the Affordable Housing Development is completed.

Amenity Type	Distance (within fractional miles)	Number of Amenities
Public Park	0.1	1
Employment Center	1.3	1
Retail Center	0.4	1
Public School or Community College	0.2	1
Social Service Facility	0.3	1
Senior Center or Senior Service Facility	n/a	n/a

C. The proposed or planned transit stations or major transit stops shall be completed by the date the Affordable Housing Development is completed.

Transit Type	Distance (within fractional miles)	Number of Transit Stations or Stops
Transit Station	0.5	1
Major Transit Stop	n/a	n/a

AUTHORITY ACQUISITION NOTE
(Jordan Downs Phase H2A)

$3,190,000.00 Los Angeles, California
As of [April ___], 2022

FOR VALUE RECEIVED, Jordan Downs 3, LP, a California limited partnership (the "**Borrower**"), hereby promises to pay, in lawful money of the United States of America, to the order of Housing Authority of the City of Los Angeles, its successors and assigns (the "**Lender**") the principal sum of Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00) with interest from the date hereof on the principal balance outstanding from time to time at the rate determined as hereinafter set forth. Capitalized terms not otherwise defined in this Authority Acquisition Note (this "**Note**") shall have the meaning set forth in the Ground Lease Agreement between Borrower and Lender of even date herewith (the "**Ground Lease**").

Interest shall accrue on the principal balance outstanding from time to time at the fixed rate per annum stated below (computed on the basis of a 365-day year and actual days elapsed). Interest shall commence at Closing and shall accrue thereafter at a rate equal to the interest rate stated below on the outstanding principal balance.

The interest rate on this Note shall be four percent (4%) simple interest per annum.

All unpaid interest and principal shall be due and payable on the date that is fifty-five (55) years from Conversion, but not later than December 31, 2079.

Commencing at Conversion, principal and interest shall be payable annually, but payments shall be payable only to the extent available from Net Cash Flow of the Borrower, in the priority set forth in the Distribution of Net Cash Flow at Exhibit A attached hereto. Such payments shall be applied first to accrued interest, if any, then to principal. The Borrower may prepay the outstanding principal balance of this Note, in full or in part, at any time without penalty or premium.

This Note shall become due and payable in full in the event of (a) a Transfer that is not permitted under the Ground Lease or approved by Lender, subject to the cure periods set forth in Section 13.4(a) of the Ground Lease, (ii) the date of any "Event of Default", as defined and provided for in the Ground Lease, the Authority Acquisition Deed of Trust, or of any uncured breach or default under any of the other "Loan Documents" (as such term is defined in the Authority Acquisition Deed of Trust), and (iii) the expiration or earlier termination of the Ground Lease.

Payments of principal, interest, and all other amounts hereunder shall be made in currency of the United States to the Lender at its principal office in Los Angeles, California, or such other place as the Lender may designate from time to time in writing.

The Borrower agrees to the full extent permitted by law that in case of a default hereunder, neither the Borrower nor anyone claiming through or under the Borrower shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of the Authority

Acquisition Deed of Trust, or the absolute sale of any collateral, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising any collateral marshalled upon any enforcement or foreclosure of the lien of the Authority Acquisition Deed of Trust, or to have any collateral appraised for the purpose of reducing any deficiency judgment obtained against the Borrower upon enforcement or foreclosure of the Authority Acquisition Deed of Trust and the Borrower further agrees that the Lender or any court having jurisdiction to foreclose such lien may sell any collateral, in part or as an entirety.

The obligations of the Borrower to make the payments required to be made hereunder shall be absolute and unconditional, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise (except in connection with a judicial proceeding involving a claim asserted by the Lender under this Note wherein the failure by the Borrower to raise as a defense any such set-off, counterclaim, or abatement would, pursuant to applicable law, operate as a permanent bar to the Borrower's asserting in a separate judicial proceeding a claim against the Lender based upon such set-off, counterclaim, or abatement). Until such time as the principal of, interest on, and all other amounts due under this Note shall have been fully paid, the Borrower shall not suspend or discontinue any payments required to be made hereunder except to the extent of any prepayment hereof.

Upon the occurrence of a default in the payment of any amount due hereunder continuing uncured beyond ten (10) days from the date the Lender gives written notice to the Borrower of such default, the principal of, interest on, and all other amounts owing under this Note may be declared due and payable.

If it is necessary for the Lender to employ attorneys or incur expenses for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation reasonable fees of such attorneys, shall be added to the principal amount hereof and be collectible as a part hereof.

The Borrower (and any other person becoming obligated hereunder) hereby waives presentment, demand, dishonor, protest, notice for payment, notice of nonpayment, notice of default, notice of compromise or surrender, and any other demand or notice whatsoever in connection with payment of this Note. Failure to accelerate the debt evidenced hereby by reason of the occurrence of an event of default, or the acceptance of a past due payment of interest or principal, or any other waiver, extension, or forbearance of any kind shall not be construed as a novation or a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms hereof without previous notice of such intention being given to the Borrower.

Except as provided below in this paragraph, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Authority Acquisition Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, the Note and defaults by the Borrower in the performance of its covenants under the Authority Acquisition Deed of Trust shall be to the property described in the Authority Acquisition

Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender hereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Authority Acquisition Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Authority under Sections 7.3 and 10.3 of the Ground Lease, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Authority Acquisition Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Authority Acquisition Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the loan contemplated by this Note shall be subordinate and junior to the Construction Loan and the Permanent Loan.

This Note shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Borrower has caused this Note to be executed, sealed and delivered, as of the date first above written.

Borrower:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

Exhibit A

Distribution of Net Cash Flow

Capitalized terms used in this Exhibit A, but not defined in the Note, shall have thing meaning set forth in the Amended and Restated Agreement of Limited Partnership of even date herewith ("**Partnership Agreement**"). From and after Conversion, Net Cash Flow for each fiscal year (or fractional portion thereof) shall be distributed within ninety (90) days after the end of each fiscal year, in the following order of priority:

First, to the Investor Limited Partner until the total amount received pursuant to Section 4.02(a)(i) and Section 4.02(b)(ii) of the Partnership Agreement equals the amount of any Downward Adjuster payable under Section 3.05 of the Partnership Agreement, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually;

Second, to repay any Limited Partner Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Third, to the payment of the Asset Management Fee, subject to any limit on "Project Fees" payable to the Investor Limited Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued from all prior years);

Fourth, unless the Compliance Period has expired, after the date that the Operating Reserve has been reduced below $683,020, to restore the Operating Reserve to such amount;

Fifth, to the payment of any amounts then owed with respect to the Developer Loan to the extent permitted pursuant to the HACLA Loans and the Ground Lease;

Sixth, to the General Partner to repay any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Seventh, to pay any outstanding Deferred Management Fee to the Management Agent;

Eighth, to pay any current or unpaid GP Asset Management Fees, subject to Section 7.03 of the Partnership Agreement and subject to any limit on "Project Fees" payable to the General Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued in all prior years); and

Ninth, 60% of Cash Flow shall be applied towards the HACLA Loans as follows: (I) 100% toward payment of the HACLA Acquisition Loan, until all principal and interest are repaid, and thereafter, (II) 100% toward payment of the HACLA Bridge Loan, until all principal and interest are repaid, and thereafter, and (III) 100% toward payment of the HACLA CNI Loan, until all principal and interest are repaid;

Then, whether as a result of any limitation under the Ground Lease or the HACLA Loans, HCD regulations or otherwise, remaining Cash Flow shall be applied in the order of priority as follows:

Tenth, to the payment of any unpaid balance of Downward Adjusters, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually, and LP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the Investor Limited Partner pursuant to Section 4.02(a)(i) of the Partnership Agreement (as a result of any limitation under the Ground Lease or the HACLA Loans);

Eleventh, to repay any Limited Partner Loans;

Twelfth, to the payment of any amounts then owed with respect to the Developer Loan;

Thirteenth, to the payment of any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Fourteenth, to pay any outstanding Deferred Management Fee to the Management Agent;

Fifteenth, to the payment of any unpaid balance of the GP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the General Partner pursuant to Section 4.02(a)(viii) of the Partnership Agreement (as a result of any limitation under the Ground Lease or regulations related to the HACLA Loans);

Sixteenth, on a pari passu basis as follows: (I) 10% of such remaining Cash Flow to the Investor Limited Partner as a distribution of Cash Flow and (II) 90% of such remaining Cash Flow to pay the GP Incentive Management Fee (subject to any applicable limitation on the amount of the GP Incentive Management Fees); and

Seventeenth, the balance shall be distributed (I) prior to the HACLA Loan Repayment, to the General Partner, and (II) after the HACLA Loan Repayment, 65% to the General Partner and 35% to the Class A Limited Partner.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Housing Authority of the
City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer

No fee for recording pursuant to
Government Code Section 27383

AUTHORITY SUBORDINATE LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
AUTHORITY ACQUISITION LOAN
(Jordan Downs Phase H2A)

THIS AUTHORITY SUBORDINATE LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "**Deed of Trust**") is made as of [April ___], 2022, by and among Jordan Downs 3, LP, a California limited partnership ("**Trustor**"), Old Republic Title Company, a California corporation ("**Trustee**"), and the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys, and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's leasehold interest in the property located in the City of Los Angeles, County of Los Angeles, State of California, that is described in the attached Exhibit A, incorporated herein by this reference, and the Trustor's fee interest in any improvements constructed thereon (collectively, the "**Property**").

TOGETHER WITH all interest, estates, or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the Rents (as defined in Section 2.3);

TOGETHER WITH all easements, rights-of-way, and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments, and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process, and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs, and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues, and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks, and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions, and proceeds; and all books, records, and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "**Security**." To have and to hold the Security together with acquittances to Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING:

(a) Payment of just indebtedness of Trustor to Beneficiary as set forth in the Note (defined in Article 1 below) until paid or cancelled. Said principal and other payments shall be due and payable as provided in the Note. Said Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced; and

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

(c) Performance of every obligation, covenant, or agreement of Trustor contained herein and in the Loan Documents (defined in Section 1.1(b) below).

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

(a) "**Ground Lease**" means that certain Ground Lease Agreement dated as of substantially even date herewith providing Trustor a leasehold interest in the property located in the City of Los Angeles, County of Los Angeles, State of California, that is described in the attached Exhibit A and a fee interest in any improvements constructed thereon.

(b) "**Loan Documents**" means this Deed of Trust, the Note, the Ground Lease, and any other debt, loan, or security instruments between Trustor and the Beneficiary relating to the Note.

(c) "**Note**" means that certain Authority Acquisition Note in the principal amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000), dated as of substantially even date herewith, executed by Trustor in favor of Beneficiary, the payment of which is secured by this Deed of Trust. (Copies of the Note are on file with Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

(d) "**Principal**" means the principal amount required to be paid under the Note.

(e) "**Senior Deed of Trust**" means any deed of trust to which this deed of trust is subordinated.

(f) "**Senior Lender**" means the beneficiary of a Senior Deed of Trust

securing a Senior Loan.

(g) "**Senior Loan**" means, each of, individually, and together, that certain (1) construction loan from Wells Fargo Bank, National Association, in the approximate amount of [Thirty-One Million Eight Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight Dollars ($31,878,288.00)] and (2) permanent loan from California Community Reinvestment Corporation, a California nonprofit public benefit corporation, in the approximate amount of [Eleven Million Nine Hundred Forty-Two Thousand Dollars ($11,942,000.00).]

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor. Trustor agrees that at all times prior to full payment of the sum owed under the Note, Trustor will, at Trustor's own expense, maintain, preserve, and keep the Security or cause the Security to be maintained and preserved in good condition. Trustor will from time to time make or cause to be made all repairs, replacements, and renewals deemed proper and necessary by it. If there arises a condition in contravention of this requirement, and if the Trustor has not cured such condition within thirty (30) days after receiving a Beneficiary notice of such a condition, and the Trustor has not initiated diligent efforts to cure such condition within such period, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security. Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates, and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials, or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of the County of Los Angeles, a surety bond in an amount one and a half times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements. Except as set forth in the Loan Documents, Trustor may not grant easements, licenses, rights-of-way, or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, access, water, gas, electricity, sewer, telephone, and telegraph, or those required by law and as approved, in writing, by Beneficiary, which approval shall not be unreasonably withheld or delayed.

Section 2.3 Assignment of Rents. As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable (collectively, the "**Rents**"). After the occurrence and during the continuation of an Event of Default (as defined in Section 7.1), Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such Rents to Beneficiary or Beneficiary's agents. Prior to the occurrence of an Event of Default, Trustor shall collect and receive all Rents of the Property as trustee for the benefit of Beneficiary and Trustor shall apply the Rents so collected to the sums secured by this Deed of Trust with the balance, so long as no Event of Default has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of an Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent, or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all Rents of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of an Event of Default shall contain a statement that Beneficiary exercises its rights to such Rents. Trustor agrees that commencing upon delivery of such written notice of an Event of Default, each tenant of the Property shall make such Rents payable to and pay such Rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail, or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Except for the financing previously approved by the Beneficiary pursuant to the Loan Documents, Trustor hereby covenants that Trustor has not executed any prior assignment of said Rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the Rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any Rents of the Property more than two (2) months prior to the due dates of such Rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such

further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon and during the continuation of an Event of Default, Beneficiary may in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation, or modification of leases, the collection of all Rents of the Property, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon an Event of Default, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All Rents collected upon and during the continuation of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor, or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness held by Beneficiary. The rights of the Beneficiary under this Section 2.3 are subject to the rights of the Senior Lender and any other senior lender.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, at least five (5) days prior to the date of delinquency, all taxes, assessments, charges, and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge, or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments, or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments, or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account, or other similar account for the payment of future taxes, assessments, charges, and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance. Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to Beneficiary upon demand therefor at any time prior to Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

Section 3.3 Advances. In the event Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, Beneficiary, after at least seven (7) days prior notice to Beneficiary, may (but shall be under no obligation to) take out the required policies of insurance, pay the premiums on the same, make such repairs or replacements as are necessary and provide for payment thereof, or expend such funds as necessary to remedy such failure by Trustor; and all amounts so advanced therefor by Beneficiary shall become an additional obligation of Trustor to Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts Trustor agrees to pay on the demand of Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages. All judgments, awards of damages, settlements, and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property ("**Funds**") are hereby assigned to and shall be paid to Beneficiary by a check made payable to Beneficiary. Such Funds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and (after completion of the repair or restoration) the security of this Deed of Trust is not thereby impaired, as determined in Beneficiary's reasonable discretion. Such work or repair shall be in accordance with plans and specifications approved by the Beneficiary and commenced no later than the later of (a) one hundred twenty (120) days after the damage or loss occurs or (b) thirty (30) days following receipt of the Funds, and shall be complete within one (1) year thereafter. If such restoration or repair is not economically feasible, or if Trustor fails to provide additional monies to fund any deficiency in connection with such restoration, or if the security of this Deed of Trust would be impaired, then the Funds will be used to repay any amounts due under this Deed of Trust with the excess, if any, paid to Trustor. Beneficiary must consent to the settlement and adjustment of all claims under insurance policies provided under this Deed of Trust. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of Beneficiary under this Section 4.1 are subject to the rights of the Senior Lender and any other senior lender.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property. Trustor shall duly and punctually perform all terms, covenants, conditions, and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses. In the event of any Event of Default (as defined in Section 7.1) hereunder, and if Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of Trustor in this Deed of Trust, Trustor agrees that it will, on demand therefor, pay to Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by Beneficiary; and any such amounts paid by Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal. Trustor shall pay to Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property; Fixture Filing. To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. Trustor hereby grants Beneficiary a security interest in such items.

Section 5.5 Financing Statement. Trustor shall execute and deliver to Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to Beneficiary a valid perfected security interest in the Security. Trustor agrees to perform all acts which Beneficiary may reasonably request so as to enable Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with their terms. Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security. Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security. At any and all reasonable times upon seventy-two (72) hours' notice, Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination. Trustor herein covenants by and for itself, its 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, age, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Security, nor shall Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state, or local laws, ordinances, or regulations relating to industrial hygiene or to the environmental conditions on, under, or about the Property including, but not limited to, soil and ground water conditions; provided however, that if any condition causing non-compliance with this Section existed at the Property prior to the date of this Agreement or at other property within the vicinity of the Leased Premises, the Borrower shall not be in default hereunder. Trustor shall not use, generate, manufacture, store, or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**") except such of the foregoing as are used in construction of the improvements on the Property or as may be customarily kept and used in and about residential property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal, or other governmental or regulatory actions instituted, completed, or threatened against Trustor or the Property pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials, ("**Hazardous Materials Law**"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability, or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Trustor shall indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup, or detoxification of the Property and the preparation and implementation of any closure, remedial, or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees; provided however that this indemnification shall not apply to any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to any condition that existed at the

Property prior to the date of this Deed of Trust or at other property within the vicinity of the Property.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree, or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

Trustor hereby acknowledges and agrees that (i) this Article is intended as Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by Beneficiary and Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting Beneficiary's or Trustee's rights and remedies under this Deed of Trust, Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses,

including (but not limited to) attorneys' fees, incurred by Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to Beneficiary upon its demand made at any time following the conclusion of such action.

Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall constitute an Event of Default following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents within ten (10) days after the date due; (2) failure to observe or perform any of Trustor's other covenants, agreements, or obligations under the Loan Documents (which failure has not been cured within the times and in the manner set forth in the Loan Documents); or (3) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then at the option of Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note (including all interest thereon) shall immediately become due and payable, upon written notice by Beneficiary to Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust,

or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("**Notice of Default and Election to Sell**"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County of Los Angeles; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating, or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall give notice to Trustee (the "**Notice of Sale**") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees, and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of Beneficiary to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power, and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expeditious by Beneficiary. Beneficiary's expressed or implied consent to a breach by Trustor, or a waiver of any obligation of Trustor hereunder, shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of Trustor hereunder. Failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Beneficiary of its right hereunder or impair any rights, power, or remedies consequent on any Event of Default by Trustor.

(b) If Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions, or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Deed of Trust, or any other obligation of Trustor or any subsequent purchaser of the Security or any part thereof, or any

maker, co-signer, endorser, surety, or guarantor (unless expressly released); nor shall any such act or omission preclude Beneficiary from exercising any right, power, or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security. Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule, or order would impair the Security thereunder or be prejudicial to the interest of Beneficiary.

Section 7.9 Beneficiary May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other proceedings affecting Trustor, its creditors, or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

Section 7.10 Waiver. Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments: Prior Agreements. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that (i) all sums secured hereby have been paid or forgiven, and (ii) that all obligations of Trustor under the Loan Documents have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices. If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand, or communication upon the other party, such notice, demand, or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and:

If to Beneficiary: Housing Authority of City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer
Attn: General Counsel

with copy to: Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, Suite 400
Washington, DC 20001
Attn: Megan Glasheen

If to Trustor: Jordan Downs 3, LP
c/o BRIDGE Housing Corporation
1301 Dove Street, Suite 920
Newport Beach, CA 92660
Attn: Kimberly McKay

with copy to: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attn: President and Chief Executive Officer

with copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Heather Gould

Any notice, demand, or communication shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors. Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of this Deed of Trust have the effect of creating an obligation of Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number. In this Deed of Trust, the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage. Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions. Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Compliance with Internal Revenue Code Section 42. Beneficiary acknowledges that Trustor intends to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal

Revenue Code, as amended (the "**Code**"). As of the date hereof, Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement is recorded against the Property, Beneficiary agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

Section 8.15 Exhibits. The Exhibits attached hereto, are hereby incorporated into this Deed of Trust by this reference.

ARTICLE 9
SUBORDINATE DEED OF TRUST

This Deed of Trust is and shall at all times continue to be subordinate, subject, and inferior (in payment and priority) to the Senior Loan and the Senior Deed of Trust, and the liens, rights, payment interests, priority interests, and security interests granted to Beneficiary hereunder and the Loan and the Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject to the terms of the Subordination Agreements (HACLA) by and among Beneficiary, Trustor and Senior Lender of even date herewith.

[signature page(s) to follow]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

EXHIBIT A

Legal Description

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Investor Rider

This Rider is attached to and made a part of the promissory note, the deed of trust, and loan agreement or other document(s) evidencing, securing, and governing a loan from the Authority in the approximate original amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000) (the "**Loan**") made by the Housing Authority of the City of Los Angeles ("**Lender**") to Jordan Downs 3, LP, a California limited partnership ("**Borrower**" or the "**Partnership**") for the construction of approximately seventy-six (76) units of rental housing and related improvements (the "**Project**"). The Amended and Restated Agreement of Limited Partnership forming or continuing the Borrower, dated as of substantially even date herewith, is referred to herein as the "**Partnership Agreement**".

The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "**Loan Documents**"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms, and conditions shall control and prevail:

1. Non-recourse Obligation. Subject to and as more particularly set forth in Section 2.10 of the Loan Agreement, the Loan is a non-recourse obligation of Borrower. Except as expressly provided in Section 2.10 of the Loan Agreement, neither Borrower nor any of its general and limited partners, nor any other party shall have any personal liability for repayment of the Loan. Except as expressly provided in Section 2.10 of the Loan Agreement, the sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

2. General Partner Change. The withdrawal, removal, and/or replacement of a general partner of the Partnership pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness.

3. Monetary Default. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. Borrower shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. Borrower's limited partners shall have the right, but not the obligation, to cure any default under the Loan Documents within the applicable cure periods provided to Borrower thereunder.

4. Non-Monetary Default. If a non-monetary event of default occurs under the terms of

any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the default within a reasonable time, Lender shall give Borrower and each of the general and limited partners of the Partnership written notice thereof, whereupon the limited partner may remove and replace the general partner with a substitute general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

5. Casualty, Condemnation, Etc. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents (subject to any applicable cure periods thereunder). If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

6. Force Majeure. There shall be no default for delays by reason of Force Majeure as provided in Section 7.14 of the Loan Agreement, except as provided in said Section 7.14.

7. Purchase Rights. The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of Lender to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan obligations by the project sponsor and the release of Borrower from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.

8. Loan Assumption. If the purchase option and right of first refusal agreement described in the Partnership Agreement is not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded covenant, any requisite consent of lender to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Borrower from such obligations, shall not be unreasonably withheld, provided, however, that the principals of purchaser shall be comparable to the principals of Borrower in (a) experience and track record of developing, operating, maintaining, and, if applicable, managing, affordable housing financed with sources and restrictions comparable to the Approved Financing, (b) financial wherewithal, and (c) such other underwriting criteria as may be employed by lender at the time of any such proposed assumption.

9. Lender Approvals, Etc. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.

10. Subordination. Lender acknowledges that Borrower and the California Tax Credit Allocation Committee intend to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. Lender agrees to subordinate the Loan and Lender's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.

11. Notice Address.

The Notice Address of the Investor Limited Partner is:	Wells Fargo Affordable Housing Community Development Corporation 550 S. Tryon Street 23rd Floor, D1086-239 Charlotte, NC 28202-4200 Attn: Director of Tax Credit Asset Management
with a copy to:	Sidley Austin LLP One South Dearborn Chicago, IL 60603 Attn: Philip Spahn

[signature page(s) to follow]

In Witness Whereof, the undersigned have caused this Rider to be executed this ____ day of April 2022.

LENDER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT C

HUD Rider to Loan Documents

JORDAN DOWNS 3, LP AND HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

This HUD Rider to Loan Documents (this "**Rider**") modifies the deed of trust and related documents (collectively, the "**Loan Documents**") entered into between the **HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**, a public body, corporate and politic, organized and existing under the laws of the State of California (the "**Authority**") and **JORDAN DOWNS 3, LP**, a California limited partnership (the "**Borrower**"), in connection with a loan of approximately Three Million One Hundred Ninety Thousand Dollars ($3,190,000) by the Authority to the Borrower to be used in construction of a 76-unit apartment complex known as Jordan Downs Phase H2A (the "**Project**") on the property described in Exhibit A attached to the aforementioned deed of trust (the "**Property**").

1. **Inconsistent Provisions**. If the provisions of this Rider are inconsistent with the provisions of the Loan Documents, the provisions of this Rider shall be controlling.

2. **Defined Terms**. Capitalized terms not defined herein are as defined in the Loan Documents.

3. **RAD Regulatory Documents**. By the acceptance, execution and/or recording of this Rider, Lender acknowledges that nine (9) units to be constructed on the Property are subject to: (a) requirements applicable to the U. S. Department of Housing and Urban Development's ("**HUD**") Rental Assistance Demonstration ("**RAD**") Program authorized by the Consolidated and Further Continuing Appropriations Act of 2012 as amended by the Consolidated Appropriations Act, 2014 (Pub. L. No. 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. No. 113-235, approved December 6, 2014), and Division L, Title II, Section 237 of the Consolidated Appropriations Act (Pub. L. No. 114-113, enacted December 18, 2015) , (b) HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), as may be further amended; and (c) requirements contained in (i) the RAD Use Agreement (Form HUD 52625), (ii) the RAD Conversion Commitment (HUD Form 52624), as amended, and (iii) the Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program Housing Assistance Payment Contract (HUD Form 52530A (04/2015) and HUD 52621 (4/2017)). Such requirements in Sections (a) and (b) herein shall be referred to as the **"RAD Requirements**." If there is a conflict between a provision of the Loan Documents and any RAD Requirement, then the RAD Requirement shall govern, except as such RAD Requirement may have been expressly waived in writing by HUD.

4. **CNI Requirements**.

(a) The Project has been financed, in part, by the Authority pursuant to that certain Development Proposal (the "**Development Proposal**") submitted by the Authority to HUD under the Choice Neighborhoods Initiative ("**CNI**") Implementation Grant Program and as implemented by that certain Declaration of Restrictive Covenants Choice Neighborhoods Initiative Implementation Grant Program executed by the Authority and the Borrower for the benefit of HUD dated on or about the date hereof (the "**CNI Declaration**").

(b) The proceeds made available pursuant to the Development Proposal are to be used by the Authority in connection with Borrower's revitalization of the former Jordan Downs public housing development and its surrounding neighborhood. The proceeds made available pursuant to the Development Proposal shall be used to support the Project by the Borrower. The Project is the subject of the transaction contemplated by the Loan Documents and consists of thirty-nine (39) residential rental units subject to the CNI Declaration.

(c) Notwithstanding any provisions of the CNI Declaration that may be construed to the contrary, in the event of any conflict with, or ambiguity between, the CNI Declaration and any term or provision of the Loan Documents, the provisions of the CNI Declaration shall be controlling, except to the extent that a more restrictive requirement under the Loan Documents is enforceable without violating the CNI Declaration.

5. **Subordination to HUD Documents**. The Loan Documents are: (i) subordinate and subject to the RAD Use Agreement, (ii) subordinate to the CNI Declaration and (iii) encumbers the leasehold estate of the Borrower. Subordination extends to and continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement, CNI Declaration, Loan Documents or this Deed of Trust. The RAD Use Agreement and CNI Declaration survive foreclosure and bankruptcy of the Borrower

6. **Transfer Restrictions**. The Authority agrees that any transfers of interests in the Property or Project will be done in accordance with the RAD Requirements and CNI Declaration.

7. **Transferred Funds Not Deemed to Create Relationship With HUD**. Nothing contained in any of the Loan Documents, nor any act of HUD, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD.

8. **Incorporation**. This Rider shall be deemed incorporated into the Loan Documents as if fully set forth herein and therein.

9. **Third-Party Beneficiary**. Notwithstanding anything in the Loan Documents to the contrary, the Authority is an express third-party beneficiary under the provisions of this Rider for the sole purpose of enforcing the provisions of this Rider

10. **Notices**. Any notices of Borrower default provided pursuant to the Loan Documents shall also be provided to HUD as follows:

If to HUD, to: United States Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, DC 20410
Attn: Office of the General Counsel

[signature page(s) to follow]

IN WITNESS WHEREOF, the Borrower and the Authority have duly executed and delivered this Rider contemporaneous with the Loan Documents.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

AUTHORITY LOAN AGREEMENT

between

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

and

JORDAN DOWNS 3, LP

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HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AUTHORITY LOAN AGREEMENT

Jordan Downs Phase H2A

This Authority Loan Agreement (this "**Agreement**") is entered into as of [April ___], 2022, by and between the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic (the "**Authority**"), and JORDAN DOWNS 3, LP, a California limited partnership (the "**Borrower**" and together with the Authority, the "**Parties**"), with reference to the following facts:

A. The Authority owns that certain unimproved real property located in the City of Los Angeles, California, as more particularly described in Exhibit A-1 attached hereto (the "**Property**").

B. The Borrower is a California limited partnership duly formed and authorized to do business in the State of California as Jordan Downs 3, LP, a California limited partnership, having JD Housing 3, LLC, a California limited liability company, as its general partner (the "**General Partner**").

C. The Borrower desires to construct seventy-six (76) residential units (including one (1) manager's unit), and other ancillary improvements (collectively, the "**Improvements**") on the Property.

D. The Borrower intends to construct the Improvements partially with the assistance of funds provided under this Agreement.

E. Pursuant to a ground lease between the Authority and the Borrower (the "**Ground Lease**"), the Authority will lease the Property to the Borrower and the Borrower will hold a fee interest in the Improvements to be constructed on the Property.

F. The Parties acknowledge that, pursuant to a purchase option and right of first refusal agreement to be executed at or about the time of this Agreement, the Authority, or its affiliate, has an option to purchase the Improvements. Such option will also permit BRIDGE Housing Corporation, a California nonprofit benefit corporation ("**BRIDGE**"), or its affiliate the right to a purchase option and right of first refusal should the Authority decline to exercise its rights.

NOW, THEREFORE, the Parties agree to the terms of this Agreement as follows:

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "**Agreement**" shall mean this Authority Loan Agreement.

(b) "**Approved Development Budget**" shall mean the proforma development budget, including sources and uses of funds, as approved by the Authority, and attached hereto and incorporated herein as Exhibit B.

(c) "**Approved Financing**" shall mean all of the following loans and equity acquired or to be acquired by the Borrower and approved by the Authority for the purpose of financing the Project, in addition to the Loan as defined herein:

(1) A construction loan from Wells Fargo Bank, N.A. in the approximate amount of [Thirty-One Million Six Hundred Sixty-Two Thousand Two Hundred Eighty-Eight Dollars ($31,662,288.00)] (the "**Construction Loan**");

(2) A permanent loan from California Community Reinvestment Corporation, a California nonprofit public benefit corporation, in the approximate amount of [Eleven Million Seven Hundred Twenty-Six Thousand Dollars ($11,726,000.00)] (the "**Permanent Loan**");

(3) An acquisition loan from Landlord in the approximate amount of Three Million One Hundred Ninety Thousand Dollars ($3,190,000.00) (the "**Authority Acquisition Loan**");

(4) A bridge loan from Landlord in the approximate amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Authority Bridge Loan**");

(5) A loan from the Landlord in the approximate amount of Five Million Dollars ($5,000,000.00) made with funds available to the Landlord pursuant to HCD's Infill Infrastructure Grant from the State of California (the "**Authority IIG Loan**");

(6) A loan from the Landlord in the approximate amount of Seven Million Three Hundred Twenty-Four Thousand One Hundred Dollars ($7,324,100.00) made with funds available to Landlord pursuant to the CNI Grant Agreement (the "**Authority CNI Loan**");

(7) Investor equity funds generated from Low-Income Housing Tax Credits in the approximate amount of [Twenty-Four Million Four Hundred Ninety-Seven Thousand Five Hundred Fifty Dollars ($24,497,550.00)] (the "**Tax Credit Equity**"); and

(8) If obtained by Tenant, an Affordable Housing Program loan from the Federal Home Loan Bank in the approximate amount of [_____ Dollars ($_____.00)] (the "**AHP Loan**").

(d) "**Authority**" shall mean the Housing Authority of the City of Los Angeles, a public body, corporate and politic.

(e) "**Authority Bridge Note**" shall mean the Authority Bridge Note of even date herewith evidencing the Authority Bridge Loan and secured by the Deed of Trust.

(f) "**Authority CNI Note**" shall mean the Authority CNI Note of even date herewith evidencing the Authority CNI Loan and secured by the Deed of Trust.

(g) "**Authority IIG Note**" shall mean the Authority IIG Note of even date herewith evidencing the Authority IIG Loan and secured by the Deed of Trust.

(h) "**Borrower**" shall mean Jordan Downs 3, LP, a California limited partnership.

(i) "**Borrower's Leasehold Estate**" shall mean the Borrower's leasehold interest in the Property acquired pursuant to the Ground Lease and any fee or other interest in the Property acquired by the Borrower hereafter.

(j) "**B-Permit Improvements**" shall mean certain improvements required by the City to be constructed as a condition of the construction of the Improvements.

(k) "**Build First and Right to Return Commitment**" shall mean the Authority and Borrower's commitment to building units at the Project before relocating residents from the existing Jordan Downs site and the right of residents of Jordan Downs with Declaration of Right to Retain Tenancy Certificate to return to newly developed housing in the Project and/or subsequent phases.

(l) "**CEQA**" shall mean the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).

(m) "**CNI Grant Agreement**" shall mean that certain HUD FY2019 Choice Neighborhoods Initiative ("**CNI**") Implementation Grant Agreement Number CA9D004CNG119 between HUD and the Authority.

(n) "**CNI Declaration**" shall mean that certain Choice Neighborhoods Implementation Grant Program Declaration of Restrictive Covenants entered into by the Authority and the Borrower for the benefit of HUD, dated as of substantially even date herewith

(o) "**CNI Requirements**" shall mean (i) the Consolidated and Further Appropriations Act, 2018, Pub. L. No. 115-41 (approved March 23, 2018), (ii) the Consolidated and Further Appropriations Act, 2019, Pub. L. No. 116-6 (enacted February 5, 2019), (iii) Section 24 of the Act, (iv) all other Federal statutory, executive order and regulatory requirements applicable to the CNI program, as those requirements exist or as they may be amended from time to time, (v) Cost Control and Safe Harbor Standards for Section 8 Projects under Choice Neighborhoods Program (November 2015), (vi) CNI Declaration, and (vii) the CNI Grant Agreement.

(p) "**City**" shall mean the City of Los Angeles, California.

(q) "**City Building Department**" shall mean the City of Los Angeles Department of Building and Safety.

(r) "**Closing**" shall mean the date on which the Property is conveyed to the Borrower pursuant to the Ground Lease and the Deed of Trust is recorded against the Borrower's Leasehold Estate.

(s) "**Construction Contract**" means a contract for construction of the Project by and between the Borrower and the Contractor pursuant to the Disposition and Development Agreement.

(t) "**Construction Section 3 Plan**" shall have the meaning set forth in Section 3.7(d) of the Ground Lease.

(u) "**Conversion**" means the date that the Construction First Mortgage is paid in full or converted into permanent financing in whole or in part.

(v) "**Contractor**" shall mean Portrait Construction, Inc., a California corporation, a California corporation, the general contractor for the Project.

(w) "**Conversion Conditions (Construction)**" means that: (i) construction of the Project has been completed pursuant to the approved plans and specifications and in a good and workmanlike manner, (ii) all governmental approvals regarding (i) have been obtained, including certificates of occupancy and (iii) no Default or event of Default then exists.

(x) "**Declaration of Right to Retain Tenancy Certificate**" means the certificate issued by the Authority evidencing a resident's right to return.

(y) "**Deed of Trust**" shall mean the subordinate deed of trust that will encumber the Improvements to secure repayment of the Loan in the form provided by the Authority.

(z) "**Default**" shall have the meaning set forth in Section 5.1 below.

(aa) "**Developer**" shall mean BRIDGE Housing Corporation, a California nonprofit public benefit corporation.

(bb) "**Disadvantaged Worker**" for purposes of this Agreement, means an individual whose primary place of residence is in the City, and who, prior to commencing work on the Redevelopment, either: (a) has a household income of less than fifty percent (50%) of Area Median Income or (b) faces at least one of the following barriers to employment: (i) is homeless, (ii) is a custodial single parent, (iii) is receiving public assistance; (iv) lacks a GED or a high school diploma, (v) has a criminal record or other involvement with the criminal justice system, or (vi) suffers from chronic unemployment.

(cc) "**Disposition and Development Agreement**" shall mean that certain Disposition and Development Agreement between the Authority and the Borrower of substantially even date herewith.

(dd) "**Distribution of Net Cash Flow**" shall refer to the agreed priority for the distribution of Net Cash Flow as reflected at Exhibit F.

(ee) "**Draw Schedule**" shall mean the schedule of draws included in the Approved Development Budget and attached hereto as Exhibit E-1 that projects the relative amounts to be drawn on the various components of the Approved Financing during construction and stabilization of the Project and the timing and sequencing of same.

(ff) "**Financing Plan**" shall mean the plan developed by the Borrower that includes:

(i) the Approved Development Budget;

(ii) the sources and uses analysis for the construction period for the Project, including an analysis of subsidized financing necessary from public entities, if any;

(iii) the sources and uses analysis from the date of the origination of the permanent financing, including an analysis of subsidized financing from public entities for the Project, if any;

(iv) the twenty (20)-year cash flow projections for the Improvements, including an analysis from the projected date of the issuance of the Certificate of Occupancy;

(v) the initial operating budget for the Improvements, including without limitation an operating reserve fund and capital replacement reserve fund;

(vi) all underlying assumptions for each of the above, including terms, conditions, and pricing of all debt and equity; and

(vii) a rent schedule showing the number of units by bedroom size and rent amount.

(gg) "**Ground Lease**" shall mean the lease entered into concurrently herewith between the Authority, as landlord, and the Borrower, as tenant, creating Borrower's Leasehold Estate.

(hh) "**Hazardous Materials**" or "**Hazardous Substance**" shall mean any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14) or 25281(h) or Section 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. § 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), Safe Drinking Water Act (42 U.S.C. § 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), Clean Air Act (42 U.S.C. § 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) at such time; and any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property, but excluding any substances or materials used in the construction, development,

maintenance or operation of the Project, so long as the same are used in accordance with all applicable laws.

(ii) "**Hazardous Materials Claim**" shall have the meaning set forth in Section 4.7 below.

(jj) "**Hazardous Materials Law**" shall have the meaning set forth in Section 4.7 below.

(kk) "**HCD**" shall mean the State of California Department of Housing and Community Development.

(ll) "**HUD**" shall mean the U.S. Department of Housing and Urban Development.

(mm) "**IIG Requirements**" shall mean the requirements of the Infill Infrastructure Grant Program established Part 12.5 of Division 31 of the California Health and Safety Code (commencing at Section 535599) and all guidelines, requirements and obligations imposed on recipients of grants pursuant to such program including, but not limited to, (i) the requirements of the Infill Infrastructure Gran Program 2019 Guidelines dated as of October 30, 2019; (ii) the Infill Infrastructure Grant Program Notice of Funding Availability issued by HCD, dated [_____]; (iii) the requirements of that certain Standard Agreement, Agreement Number 21-IIG-16866, by and between HCD and the Authority, dated [_____, 2022] (the "**IIG Standard Agreement**"); (iv) the requirements of that certain Disbursement Agreement executed by and between HCD and the Authority in accordance with the IIG Standard Agreement; and (v) any other requirements now or from time to time implemented by HCD with regard to the Infill Infrastructure Grant Program.

(nn) "**Improvements**" shall mean seventy-six (76) units of rental housing, including one (1) managers' unit, the B-Permit Improvements and related ancillary improvements. The residential units included within the Improvements include, sixty-one (61) Low Income Housing Tax Credit units and fourteen (14) unrestricted market rate units. Nine (9) Tax Credit Units are RAD Units and forty-five (45) Tax Credit Units are PBV Units. The Improvements are more fully described in Exhibit C-1.

(oo) "**Investor**" shall mean Wells Fargo Affordable Housing Community Development Corporation, a North Carolina business corporation, the investor limited partner of Borrower, together with the beneficiaries, successors, and assigns of same.

(pp) "**Loan**" shall mean, collectively, the Authority Bridge Loan, Authority IIG Loan, and the Authority CNI Loan**.**

(qq) "**Loan Documents**" shall mean this Agreement, the Note, and the Deed of Trust, all dated the same date as this Agreement.

(rr) "**Loan Maturity Date**" means, for the Loan, the earlier of (a) fifty-five (55) years from the date of Conversion, which shall be determined by the date of issuance of a certificate of occupancy for all Units in the Project, or (b) the date on which the principal amount of the Loan

has been declared or automatically has become due and payable (whether by acceleration or otherwise).

(ss) "**Master Development Agreement**" shall mean that certain Master Development Agreement for the Redevelopment of the Jordan Downs Public Housing Community, dated August 1, 2012, as amended by that certain (i) Assignment of Rights to Develop the Retail Site and First Amendment to Master Development Agreement, dated July 13, 2017, and (ii) Second Amendment to Master Development Agreement, dated October 4, 2017, and (iii) Third Amendment to Master Development Agreement, dated July 7, 2020, to which the Authority and Developer are parties, as may be further amended.

(tt) "**NEPA**" shall mean the National Environmental Policy Act (42 U.S.C. § 4321 et seq.).

(uu) "**Net Cash Flow**" shall mean the excess of Cash Receipts over Operating Expenses. For the purpose of calculating Net Cash Flow, "**Cash Receipts**" shall mean with respect to a fiscal year or other applicable period, all rental revenue, laundry income, parking revenue, and other incidental revenues which are received by the Borrower on a cash basis during such period and arise from normal operations of the Project but specifically excluding interest on Borrower reserves, proceeds from insurance (other than business or rental interruption insurance), loans, proceeds of any Transfer or proceeds from a Capital Event, as defined in the Partnership Agreement, or any capital contributions by Investor. In addition, any amount released without restriction from any escrow account in a fiscal year shall be considered a Cash Receipt of the Borrower for such fiscal year. Net Cash Flow shall be determined separately for each fiscal year.

(vv) "**Note**" shall mean, collectively, the Authority CNI Note, the Authority Bridge Note, and the Authority IIG Note,

(ww) "**Operating Expenses**" shall mean actual, reasonable, and customary (for comparable rental housing developments in Los Angeles County) costs, fees, and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Project in a calendar year, including, without limitation: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, mandatory debt service (including debt service on the Construction Loan and the Permanent Loan), amounts required to be deposited into reserves by the Approved Financing documents, sewer charges, real and personal property taxes (taking into account any available California Welfare Tax Exemption), assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of property management (including deferred property management fees), fees and expenses of accountants, attorneys and other professionals, the cost of social services and other housing supportive services provided at the Project, the Authority Compliance Fee, extraordinary expenses approved by the Authority, and other actual, reasonable, and customary operating costs and capital costs which are directly incurred and paid by the Borrower, but which are not paid from any reserve accounts for the Project.

(xx) "**Parties**" shall mean the Authority and the Borrower.

(yy) "**Partnership Agreement**" shall mean that certain Amended and Restated Agreement of Limited Partnership for Jordan Downs 3, LP, as of [April ___], 2022.

(zz) "**PBV Units**" shall mean the forty-five (45) units in the Project that will receive subsidy pursuant to a Section 8 Project Based Voucher ("**PBV**") Housing Assistance Payments Contract, as further identified at Exhibit A-2. Thirty (30) PBV Units are considered "replacement housing" pursuant to the overall master plan for the redevelopment of Jordan Downs and are subject to the CNI Declaration.

(aaa) "**Project**" shall mean the Borrower's Leasehold Estate and the Improvements.

(bbb) "**Property**" shall mean the real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the attached Exhibit A-1.

(ccc) "**Property Management and Re-Occupancy Plan**" means the plan developed by the Borrower and approved by the Authority with resident and stakeholder input for marketing, re-occupancy, asset and property management including but not limited to admissions criteria, a tenant selection plan, and a uniform lease (which may include addenda required by lenders, provided that such addenda shall not be inconsistent with the requirements of the RAD and PBV programs, and CNI Declaration) that will apply to all who rent units in the Project, designed to achieve the short- and long-term viability of the Project in accordance with the Relocation Plan, Build First and Right to Return Commitment, as well as other requirements of this Agreement and the projected funding sources.

(ddd) "**RAD**" and "**RAD Program**" shall mean the Rental Assistance Demonstration (RAD) Program created by the Consolidated and Further Continuing Appropriations Act of 2012, and HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), as amended from time to time.

(eee) "**RAD Units**" shall mean the nine (9) units in the Project that will receive subsidy pursuant to a RAD PBV Housing Assistance Payments Contract, as further identified at Exhibit A-2. The RAD Units are replacement units for nine (9) public housing units at Jordan Downs and considered "replacement housing" pursuant to the overall master plan for the redevelopment of Jordan Downs.

(fff) "**RAD Use Agreement**" shall mean that certain RAD Use Agreement executed by the Authority and the Borrower in favor of HUD.

(ggg) "**Relocation Plan**" shall mean the relocation plan developed by the Authority and the Borrower with resident and stakeholder input for the relocation of residents displaced by Project activities in accordance with applicable federal, state, and local law.

(hhh) "**Section 3 Plan**" shall have the meaning set forth in Section 3.7 of the Ground Lease.

(iii) "**Subordination Agreement**" shall mean that certain Subordination Agreement (HACLA) by and among the Authority, Borrower and the lender of the Construction Loan, dated as of substantially even date herewith.

(jjj) "**Supportive Services Plan**" shall mean the plan developed by the Borrower with input from resident stakeholders to address the supportive services needs of the occupants of the Project.

(kkk) "**Sustainability Plan**" shall mean the Borrower's plan, approved by the Authority, to incorporate "Green Building" principles in the Project that comply with the State of California's Green Building Standards Code, as well as City requirements.

(lll) "**TCAC**" shall mean the California Tax Credit Allocation Committee.

(mmm)"**Term**" shall have the meaning set forth in Section 2.2.

(nnn) "**Transfer**" shall have the meaning set forth in Section 4.13 below.

(ooo) "**Units**" means the seventy-five (75) residential units to be constructed on the Property (excluding the one (1) manager's units).

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A-1:	Legal Description of the Property
EXHIBIT A-2:	Designation of Units by Type
EXHIBIT B:	Approved Development Budget
EXHIBIT C:	Scope of Development for the Improvements
EXHIBIT D:	Schedule of Performance for the Improvements
EXHIBIT E-1	Draw Schedule
EXHIBIT E-2:	Form of Draw Request
EXHIBIT F:	Distribution of Cash Flow
EXHIBIT G:	CNI Subgrantee and Contractor Certification and Assurances
EXHIBIT H-1:	Form of Authority CNI Note
EXHIBIT H-2:	Form of Authority Bridge Note
EXHIBIT H-3:	Form of Authority IIG Note
EXHIBIT I:	Form of Guaranty
EXHIBIT J:	Investor Rider

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan.

(a) The Authority shall loan to the Borrower the Authority CNI Loan for the purposes set forth in Section 2.4(a) of this Agreement, and the Borrower shall repay principal and interest on the Authority CNI Loan pursuant to the Authority CNI Note beginning at Closing. The Borrower shall repay the Authority CNI Loan to the Authority from Net Cash Flow to the extent available until the Loan Maturity Date, when all remaining unpaid principal and interest shall be due and payable, all as more fully and particularly provided in the Authority CNI Note. The Authority's obligation to disburse the proceeds of the Authority CNI Loan to the Borrower shall be contingent on the Authority's receipt of funds from HUD under the CNI Grant Agreement. The obligation to repay the Authority CNI Loan shall be evidenced by the Authority CNI Note in the form attached hereto as Exhibit H-1. Subject to the requirements of this Agreement, the Authority and the Borrower shall cooperated and comply with the CNI Requirements to cause the timely availability and disbursement of the Authority CNI Loan proceeds to the Borrower.

(b) The Authority shall loan to the Borrower the Authority Bridge Loan for the purposes set forth in Section 2.4(b) of this Agreement, and the Borrower shall repay principal and interest on the Authority Bridge Loan pursuant to the Authority Bridge Note beginning at Closing. The Borrower shall repay the Authority Bridge Loan to the Authority from Net Cash Flow to the extent available until the Loan Maturity Date, when all remaining unpaid principal and interest shall be due and payable, all as more fully and particularly provided in the Authority Bridge Note. The obligation to repay the Authority Bridge Loan shall be evidenced by the Authority Bridge Note in the form attached hereto as Exhibit H-2.

(c) The Authority shall loan to the Borrower the Authority IIG Loan for the purposes set forth in Section 2.4(c) of this Agreement, and the Borrower shall repay principal and interest on the Authority IIG Loan pursuant to the Authority IIG Note beginning at Closing. The Borrower shall repay the Authority IIG Loan to the Authority from Net Cash Flow to the extent available until the Loan Maturity Date, when all remaining unpaid principal and interest shall be due and payable, all as more fully and particularly provided in the Authority IIG Note. The Authority's obligation to disburse the proceeds of the Authority IIG Loan to the Borrower shall be contingent on the Authority's receipt of funds from HCD under the IIG Standard Agreement. The obligation to repay the Authority IIG Loan shall be evidenced by the Authority IIG Note in the form attached hereto as Exhibit H-3. Subject to the requirements of this Agreement, the Authority and the Borrower shall cooperate and comply with the IIG Requirements to cause the timely availability and disbursement of the Authority IIG Loan proceeds to the Borrower.

Section 2.2 Term. The Authority CNI Loan shall mature on the Loan Maturity Date. The Authority Bridge Loan shall mature on the Loan Maturity Date. The Authority IIG Loan shall mature on the Loan Maturity Date.

Section 2.3 Interest.

(a) Subject to the provisions of Section 2.3(c) below, (i) the Authority CNI Loan and shall bear simple interest at three percent (3%) per annum, commencing at Closing and (i) the Authority Bridge Loan and shall bear simple interest at four percent (4%) per annum, commencing at Closing.

(b) Subject to the provisions of Section 2.3(c) below, the Authority IIG Loan shall not bear interest.

(c) In the event of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until the earlier of such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law ("**Default Rate**").

Section 2.4 Use of Loan Funds.

(a) The Borrower shall use the Authority CNI Loan proceeds to pay development costs of the Project during the construction phase, consistent with the Approved Development Budget and the CNI Requirements, and as part of the permanent financing of the Project.

(b) The Borrower shall use the Authority Bridge Loan funds to pay development costs of the Project during the construction phase, consistent with the Approved Development Budget, and as part of the permanent financing of the Project, but only as necessary to cover gaps between the other Approved Financing and the actual costs of constructing the Project as reflected in the Approved Development Budget and Construction Plans. Borrower shall use commercially reasonable efforts to minimize draws on the Authority Bridge Loan, and to speed and maximize repayment of the Authority Bridge Loan, which efforts shall include at a minimum the following:

(i) Borrower shall apply to the Federal Home Loan Bank ("**FHLB**") for the AHP Loan during the 2022 FHLB funding round and in accordance with the DDA, and if awarded such funds shall diligently pursue closing and funding of the AHP Loan thereafter. Borrower shall use the proceeds of the AHP Loan to (1) pay construction escalation costs in the Approved Development Budget, as amended with the written approval of the Authority in accordance with Section 3.15, and (2) repay the Authority Bridge Loan, to the extent permitted by FHLB program rules governing uses of AHP proceeds. Borrower may use the AHP proceeds for other purposes only after the Authority Bridge Loan has been paid in full. In the event that the Parties determine that the AHP Loan is necessary to meet Project development costs, then notwithstanding anything to the contrary in the Loan Documents, Ground Lease, or any other document between the Authority and Borrower or its affiliates, the Borrower may use the AHP Loan proceeds to pay for costs agreed by both Parties in place of repaying or reducing the amount owed under the Authority Bridge Note.

(ii) Borrower shall draw on the Authority Bridge Loan consistent with the Approved Development Budget and pursuant to a written draw request in the form attached hereto as Exhibit E-2. In the event that the undrawn balance of the Authority Bridge Loan ever exceeds the amount of reasonably projected remaining Project expenses, Borrower shall draw on the Authority Bridge Loan only to the extent necessary to cover the remaining Project expenses. Furthermore, in the event Borrower is awarded the AHP Loan prior to drawing on the Authority Bridge Loan then such AHP Loan proceeds shall be drawn before the Authority Bridge Loan.

(c) The Borrower shall use the Authority IIG Loan proceeds to pay development costs of the Project during the construction phase, consistent with the Approved Development Budget and the IIG Requirements, and as part of the permanent financing of the Project.

(d) The Borrower shall not use the Loan funds for any other purpose without the prior written consent of the Authority.

Section 2.5 Security.

(a) The Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust in the form provided by the Authority, and recording it as a lien against the Borrower's Leasehold Estate. The Deed of Trust shall be junior in lien priority to the deeds of trust securing the Construction Loan, Permanent Loan and Authority Acquisition Loan, and senior in lien priority to the deed of trust securing the AHP Loan.

(b) The Authority agrees that the Deed of Trust is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the Construction Loan and the Permanent Loan and the liens, rights, payment interests, priority interests and security interests granted to the Authority in connection with the Loan and the Loan Documents, are, and hereby expressly acknowledged to be in all respects and at all times, subject to the terms and provisions of the Subordination Agreement, the RAD Use Agreement and CNI Declaration.

Section 2.6 Conditions Precedent to Closing. The Authority shall not be obligated to proceed with the Closing under the Loan Documents unless the following conditions precedent are satisfied prior to or concurrently therewith:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) The Borrower has executed and delivered to the Authority all documents, instruments, and policies required under the Loan Documents.

(c) A title insurer reasonably acceptable to the Authority is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Authority, and containing such endorsements as the Authority may reasonably require.

(d) The Deed of Trust has been executed and is ready to be recorded against the Borrower's Leasehold Estate in the Office of the Recorder of the County of Los Angeles.

(e) The Authority has completed and approved all environmental reviews under NEPA as necessary for the acquisition of the Property and construction of the Project, and the Borrower has provided the Authority evidence of compliance with all approved NEPA and CEQA requirements and mitigation measures.

(f) The Borrower has furnished the Authority with evidence of the insurance coverage meeting the requirements of Section 4.14 below.

(g) The Authority has received and approved the final Construction Plans for the Project, as required pursuant to Section 3.2 below.

(h) The Authority shall have received and approved the Accessibility Compliance Report.

(i) The Authority has received and approved the Construction Contract as required pursuant to Section 3.3 below, and Borrower has executed same with Contractor.

(j) The Authority has received copies of labor and material (payment) bonds and performance bonds, as required pursuant to Section 3.4 below.

(k) The Authority has received and approved a Property Management and Re-Occupancy Plan.

(l) The Authority shall have received and approved a Construction Section 3 Plan and Section 3 Plan.

(m) The Authority shall have provided the Relocation Plan to the Borrower.

(n) The Authority shall have received and approved a Financing Plan.

(o) The Authority shall have received and approved a Supportive Services Plan.

(p) The Authority shall have received and approved a Sustainability Plan.

(q) Developer shall have executed a Completion Guaranty in favor of the Authority in the form attached hereto as Exhibit H.

(r) The Borrower shall have repaid the Authority the portion of any Multi-Phase Costs Loan (as defined in the Master Development Agreement) allocated to the Project.

(s) The Borrower shall have repaid the Authority any Phase-Related Predevelopment Loan (as defined in the Master Development Agreement) provided for the Project in full.

(t) The Authority shall have received permission to close from HUD.

(u) The Authority, the Borrower (and/or BRIDGE or an affiliate of BRIDGE), and the Investor shall have executed a purchase option and right of first refusal agreement.

(v) The Borrower has closed all Approved Financing described in Section 1.1(c), except the AHP Loan.

Section 2.7 Conditions Precedent to Disbursement.

(a) Construction Financing. The maximum amount of funds to be disbursed pursuant to this Section 2.7 shall not exceed (i) in the case of the Authority CNI Loan, Six Million Seventy-Four Thousand One Hundred Dollars ($6,074,100.00), (ii) in the case of the Authority Bridge Loan, One Million Five Hundred Thousand Dollars ($1,500,000.00), and (iii) in the case of the Authority IIG Loan, Five Million Dollars ($5,000,000.00). The construction financing portion of this Loan shall be a non-revolving line of credit, such that once advances have been made and repaid, such amounts may not be re-borrowed. The Authority shall make disbursements in accordance with the Draw Schedule. The Authority shall not be obligated to make any disbursements of such proceeds or take any other action under the Loan Documents unless the following conditions are satisfied prior to each such disbursement of the Loan:

(i) All requirements set forth in Section 2.6 have been and continue to be satisfied and there is no Default by the Borrower.

(ii) an updating endorsement to the title policy described at Section 2.6(c) the date of each advance insuring such lien priority of the aggregate amount then advanced, taking no exception for mechanics' or materialmen's liens, and otherwise reasonably satisfactory to the Authority.

(iii) The undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that the Borrower has obtained in connection with the Project, are not less than the amount that the Authority reasonably determines is necessary to pay for development of the Project and to satisfy all of the covenants contained in this Agreement.

(iv) The Authority has received a written draw request from the Borrower setting forth the proposed use of funds consistent with the Approved Development Budget, and in a form containing sufficient detail and with sufficient supporting documentation to permit the Authority to confirm that the work to be funded by the draw request has been performed. The draw requests shall also contain a statement of the total costs incurred by the Borrower since the date of the Borrower's last draw request, and the amount of those costs paid by the Borrower. The Authority's Form of Draw Request is attached hereto as Exhibit E-2.

(b) Conversion to Permanent Loan. The Loan shall convert from a construction loan to a permanent loan at Conversion. Once Conversion has occurred, no further advances shall be made pursuant to this Agreement.

(c) Total Amount of Disbursements. Notwithstanding the determination of the construction financing and the permanent financing conversion set forth in this Section 2.7, in no event shall the Authority disburse to the Borrower an amount greater than the Loan amount.

Section 2.8 Repayment Schedule. The Loan shall be repaid as follows:

(a) Annual Payments of Loan. The Borrower shall make repayments of the Loan in accordance with the Note.

(b) Payment in Full. All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, (ii) the Loan Maturity Date and (iii) the date of any Transfer not authorized by the Authority, except to the extent such authorization is not required under this Agreement. Notwithstanding the foregoing, all principal and accrued interest on the Authority Bridge Loan shall be due in full on the date of closing of the AHP Loan, but only to the extent proceeds of the AHP Loan are available for repayment of the Authority Bridge Loan pursuant to Section 2.4(b)

(c) Prepayment. The Borrower shall have the right to prepay the Loan at any time without premium or penalty. Amounts prepaid may not be re-borrowed.

(d) Construction Cost Savings. The Authority shall be entitled to one hundred percent (100%) of any construction cost savings allocated to Borrower under the Construction Contract, if any, after completion of the Project. Such cost savings shall be used to (i) first, repay the Authority Bridge Loan and (ii) second, to repay, the Authority Bridge Loan. The payment of construction cost savings due to Authority shall be made by Borrower within ten (10) days after Borrower receives such construction cost savings, if any, in accordance with the Construction Contract.

Section 2.9 Reports and Accounting of Net Cash Flow.

(a) Audited Financial Statement. In connection with the annual repayment of the Loan, the Borrower shall furnish to the Authority an audited financial statement duly certified by an independent firm of certified public accountants approved by the Authority, setting forth in reasonable detail the computation and amount of Net Cash Flow during the preceding calendar year.

(b) Books and Records. The Borrower shall keep and maintain on the Property, or elsewhere with the Authority's written consent, full, complete and appropriate books, record and accounts relating to the Project, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the Borrower's calculation of Net Cash Flow. Books, records, and accounts relating to the Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Net Cash Flow on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the Authority, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the Borrower may be required to furnish to any governmental agency shall at all reasonable times be open for inspection by the Authority at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve records on which any statement of Net Cash Flow is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) Authority Audits. The receipt by the Authority of any statement pursuant to subsection (a) above or any payment by the Borrower or acceptance by the Authority of any

Loan repayment for any period shall not bind the Authority as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, the Authority or any designated agent or employee of the Authority at any time, and upon reasonable prior notice, shall be entitled to audit the Net Cash Flow and all books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of the Borrower and other places where records are kept. Immediately after the completion of an audit, the Authority shall deliver a copy of the results of such audit to the Borrower. If it shall be determined as a result of such audit that there has been any deficiency in a Loan repayment to the Authority, then such deficiency shall become immediately due and payable with interest at the Default Rate set forth in section 2.3(c) above, determined as of and accruing from the date that said payment should have been made. In addition, if the Borrower's auditor's statement for any calendar year shall be found to have understated Net Cash Flow by more than five percent (5%) and the Authority is entitled to any additional Loan repayment as a result of said understatement, then the Borrower shall pay, in addition to the interest charges referenced hereinabove, all of the Authority's reasonable costs and expenses connected with any such audit or review of Borrower's accounts and records.

Section 2.10 Non-Recourse. Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Authority with respect to the principal of, or interest on, the Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Authority thereunder, or (b) be deemed in any way to impair the right of the Authority to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Authority under Sections 4.7 and 7.4 of this Agreement, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 CONSTRUCTION OF THE PROJECT

Section 3.1 Permits and Approvals. All permits and approvals necessary for the commencement of construction of the Improvements on the Property must be received no later than the date of Closing.

Section 3.2 Plans and Specifications.

(a) As used in this Agreement, "**Construction Plans**" shall mean all construction documentation upon which the Borrower and the Borrower's Contractor shall rely in building all the Improvements on the Property (including the Units, landscaping, parking, and common areas), and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, and building plans and specifications (also known as "working drawings"). As a condition precedent and prior to Closing and funding of any disbursements of Loan proceeds under Section 2.7 above, the Authority must have reviewed and approved the Construction Plans.

(b) Prior to or at Closing, the Developer shall provide the Authority with a written report from its Architect or an independent professional certifying that (i) he/she has reviewed the Construction Plans for the Project, (ii) the Construction Plans comply with all applicable State and Federal requirements concerning accessibility including but not limited to Section 504 of the Rehabilitation Act of 1973, as amended and the Americans with Disabilities Act of 1990, as amend, and (iii) note the number and type of units that will accessible in accordance herewith ("**Accessibility Compliance Report**"). As a condition precedent and prior to funding of any disbursements of Loan proceeds under Section 2.7 above, the Authority must have reviewed and approved the Accessibility Compliance Report.

Section 3.3 Construction Contract. As a condition precedent and prior to funding of any disbursements of Loan proceeds under Section 2.7 above, the Authority must have reviewed and approved the Construction Contract.

Section 3.4 Construction Bonds. Prior to commencement of construction of the Project, and as a condition precedent and prior to funding of any disbursements of Loan proceeds under Section 2.7 above, the Borrower shall deliver to the Authority copies of labor and material bonds and performance bonds for the construction of the Project in an amount equal to one hundred percent (100%) of the scheduled costs of the Project. Such bonds shall name the Authority as a co-obligee.

Section 3.5 Commencement of Construction. The Borrower shall cause the commencement of construction of the Project no more than ninety (90) days following Closing, and all conditions precedent to disbursement of Loan proceeds under Section 2.7 above, by no later than thirty (30) days following the Closing.

Section 3.6 Completion of Construction. The Borrower shall diligently prosecute construction of the Project to completion, and shall cause the completion of the construction of the Project no later than December 31, 2023, which date may be extended to the construction completion date permitted by TCAC or the U.S. Internal Revenue Service for the Project's allocation of low income housing tax credits.

Section 3.7 Construction Pursuant to Plans and Laws.

(a) The Borrower shall construct the Improvements in substantial conformance with the Construction Plans approved by the Authority and by the City Building Department, and with the Schedule of Performance for the Improvements attached hereto as Exhibit D.

(b) The Borrower shall notify the Authority in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the Authority. Consent to any additions, changes, or deletions to the work shall not relieve or release the Borrower from any other obligations under this Agreement, or relieve or release the Borrower or its surety from any surety bond. A written change order authorized by the Authority must be obtained before any of the following changes, additions, or deletions in work for the Project may be performed:

(i) With respect to the Improvements (1) any change in the work the cost of which exceeds Fifty Thousand Dollars ($50,000.00); or (2) any set of changes in the work the cost of which cumulatively exceeds Two Hundred Fifty Thousand Dollars ($250,000.00) or ten percent (10%) of the Loan amount, whichever is less; or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Project as provided for in the plans and specifications approved by the Authority. Any written change order submitted to the Authority for its approval shall be deemed approved if not reasonably disapproved within seven (7) days following receipt by the Authority; provided that approval of such change orders by the Authority shall not increase the Authority's liability or obligations under this Agreement.

(c) The Borrower shall cause all work performed in connection with the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, Authority or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) prevailing wage provisions of the federal Davis-Bacon Act and/or State prevailing wage requirements and their respective implementing rules and regulations as further set forth in § 4.6(b) below, (ii) HUD housing quality standards set out in 24 C.F.R. § 5.701 and the cost-effective and energy conservation and effectiveness standards in 24 C.F.R. § 39, and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Borrower shall be responsible to the Authority for the procurement and maintenance thereof, as may be required of the Borrower and all entities engaged in work on the Project.

Section 3.8 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the completion of the Project, the Borrower shall submit to the Authority for approval its plan for marketing the Units to income-eligible households, including information on affirmative marketing efforts and compliance with fair housing laws.

(b) Upon receipt of the marketing plan, the Authority shall promptly review the marketing plan and shall reasonably approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, the Borrower shall submit a revised marketing plan within thirty (30) days. The process for review and approval shall continue until such time as the Authority approves of the Marketing Plan.

Section 3.9 Equal Opportunity. The Borrower, for itself and its successors, assigns, and transferees, agrees that in the construction of the Project:

(a) It will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, medical condition, age, marital status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, or retaliation for having filed a discrimination complaint (nondiscrimination factors). The Borrower will take affirmative action to ensure that applicants are considered for employment by the Borrower without regard to the nondiscrimination factors, and that the Borrower's employees are treated without regard to the nondiscrimination factors during employment including, but not limited to, activities of: 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 its employees and applicants for employment, the applicable nondiscrimination clause set forth herein;

(b) It will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors; and

(c) It will cause the foregoing provisions to be inserted in all contracts for the construction of the Project entered into after the effective date of this Agreement; provided, however, that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Section 3.10 Section 3. Borrower shall comply with the Section 3 requirements set forth in Section 3.1 and Section 3.7 of the Ground Lease and will include the Section 3 clause required by HUD regulations at 24 CFR Part 75, as applicable and as amended, in all contracts.

Section 3.11 Progress Reports. Until such time as the Borrower has completed the Improvements, the Borrower shall provide the Authority with monthly progress reports regarding the status of the construction of the Project, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.15 below. This provision shall be satisfied by submission of the monthly draw request, or a copy thereof, to the Authority.

Section 3.12 Construction Responsibilities.

(a) It shall be the responsibility of the Borrower to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with this Agreement.

(b) The Borrower shall be solely responsible for all aspects of the Borrower's conduct in connection with the Project, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the Authority with reference to the Project is solely for the purpose of determining whether the Borrower is properly discharging its obligations to the Authority, and should not be relied upon by the Borrower or by any third parties as a warranty or representation by the Authority as to the quality of the design or construction of the Project.

Section 3.13 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the completion of construction is served on the Authority or any other lender or other third party in connection with the Project, then the Borrower shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Authority a surety bond in sufficient form and amount, or provide the Authority with other assurance satisfactory to the Authority that the claim of lien or stop notice will be paid or discharged, provided that the Authority provides written notice of such claim of lien or stop notice to the Borrower promptly upon receipt by the Authority.

(b) If the Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the Authority may with notice to Borrower (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Borrower's expense. Alternately, the Authority may require the Borrower to immediately deposit with the Authority the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The Authority may use such deposit to satisfy any claim or lien that is adversely determined against the Borrower.

(c) The Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Project for a continuous period of thirty (30) days or more, except in the event such cessation of construction is caused by adverse weather conditions, and shall take all other reasonable steps to forestall the assertion of claims of lien against the Property. The Borrower authorizes the Authority, but without any obligation on the Authority, to record any notices of completion or cessation of labor, or any other notice that the Authority deems necessary or desirable to protect its interest in the Project and Property.

Section 3.14 Inspections. The Borrower shall, upon advance reasonable written request, permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Project by the Authority and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.15 Approved Development Budget; Revisions to Budget. As of the date of this Agreement, the Authority has approved the Approved Development Budget set forth in Exhibit B and the fees related to the operation of the Project as further described in the

Partnership Agreement, including (a) an annual asset management fee of $25,000 paid to the General Partner, escalating by 3% annually; and (b) an annual asset management fee of $8,500 paid to the Investor, as the investor limited partner of Borrower, escalating by 3% annually (collectively, the "**Asset Management Fee**"). Unpaid fees may accrue. The Borrower shall not charge interest on its deferred developer fee. The Borrower shall submit any required amendments to the Approved Development Budget to the Authority for approval monthly if actual costs of the Project vary or will vary from the costs shown on the Approved Development Budget. Written consent of the Authority shall be required to amend the Approved Development Budget. Notwithstanding the foregoing, this Section shall not apply to (i) the reallocation from any contingency line item in the Approved Development Budget to another line item, (ii) savings in one line item allocated to another line item, or (iii) for any cost change of Fifty Thousand Dollars ($50,000) for each item or Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate; provided, however, that there is no material change in the Plans and Specifications.

Section 3.16 Reserved.

Section 3.17 Capital Contributions. The Borrower shall cause the Investor to make the capital contribution described in Section 3.03 of the Partnership Agreement and shall utilize such funds to pay costs of the Project, consistent with the Approved Development Budget.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Compliance with Ground Lease. The Borrower shall comply with the terms of the Ground Lease and any breach under the Ground Lease, subject to the notice and cure periods set forth therein, shall be considered a Default under this Agreement.

Section 4.2 Financial Accountings and Post-Completion Audits. No later than one hundred and twenty (120) days following full occupancy of the Project, the Borrower shall provide to the Authority a financial accounting of all sources and uses of funds for the Project. No later than twelve (12) months following the completion of construction of the Improvements, The Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Project.

Section 4.3 Information. The Borrower shall provide any information reasonably requested by the Authority in connection with the Project.

Section 4.4 Records.

(a) The Borrower shall maintain complete, accurate, and current records pertaining to the Project for a period of five (5) years after the creation of such records, and shall permit any duly authorized representative of the Authority to inspect and copy records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

(b) The Authority shall notify the Borrower of any records it deems insufficient. The Borrower shall have thirty (30) calendar days after the receipt of such a notice to correct any

deficiency in the records specified by the Authority in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then the Borrower shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.5 Audits. The Borrower shall make available for examination at reasonable intervals and during normal business hours to the Authority all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit the Authority to audit, examine, and make excerpts or transcripts from such records. The Authority may make audits of any conditions relating to this Agreement.

Section 4.6 Additional Requirements.

(a) The Borrower shall comply with all applicable laws, regulations and administrative requirements governing the use of the Loan funds. In the event of any conflict between this Agreement and applicable laws, regulations and administrative requirements governing the use of the Loan funds, the applicable laws, regulations, and administrative requirements shall govern.

(b) The laws, regulations and administrative requirements governing the use of the Loan funds include (but are not limited to) the following:

(i) HUD Rental Assistance Demonstration Requirements. Including, but not limited to: (1) the Consolidated and Further Continuing Appropriations Act of 2012, and all applicable statutes and any regulations issued by HUD for the RAD Program, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process; and (2) all current requirements in HUD handbooks and guides, notices (including but not limited to, HUD Notice H-2019-09 PIH-2019-23 (HA), as it may be amended from time to time), and Mortgagee Letters (if any) for the RAD Program, and all future updates, changes, and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes, and amendments shall be applicable to the Property and Improvements only to the extent that they interpret, clarify, and implement terms rather than add or delete provisions.

(ii) Environmental and Historic Preservation. Section 104(f) of the Housing and Community Residence Act of 1974 and 24 C.F.R. Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4361), and the additional laws and authorities listed at 24 C.F.R. § 58.5.

(iii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, A-133, and A-128.

(iv) Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157).

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4821 et seq.) and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The Authority is responsible for all relocation required by the RAD Program and the CNI Requirements to enable residents of the existing Jordan Downs public housing site to relocate to the RAD Units and PBV Units at the Project. The Authority shall indemnify and hold harmless the Borrower, its partners, their members and their respective directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the Authority's relocation activities. This indemnity obligation shall not extend to the extent that any claim arises directly or indirectly from relocation activities attributable to the Borrower or its contractors or agents. Following initial lease up, if and to the extent that acts or omissions of the Borrower result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, the Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits.

(vii) Accessibility. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the handicapped in any federally assisted program, and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.).

(viii) Protection for Victims of Domestic Violence. The requirements of 24 C.F.R. Part 5, Subpart L.

(ix) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701(u) ("**Section 3**"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project in accordance with Section 3.1 and Section 3.7 to the Ground Lease.

(x) Prevailing Wages. All applicable labor standards, including the Davis-Bacon Act (40 U.S.C. § 276a et seq.) and State prevailing wage laws, as applicable. Pursuant to 24 C.F.R. § 965.101, if State prevailing wage rates (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade exceed the applicable wage rate determined by the Secretary of Labor pursuant to the Davis Bacon Act, the Borrower shall cause the contractor to pay the higher of such State prevailing rates or the applicable the Davis-Bacon wage rates.

(xi) Lobbying. The restrictions on use of funds for lobbying as provided in 24 C.F.R. § 5.105(b).

(xii) Grant Funds. The requirements of the CNI Requirements and IIG Requirements, as applicable to the Project, CNI funds and IIG funds. Without limiting the generality of the forgoing, the Borrower shall (1) execute and deliver to the Authority the Subgrantee and Contractor Certifications and Assurances in the form attached hereto as Exhibit G in connection with the Authority CNI Loan.

(xiii)Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiv) Reserve for Replacement. The Borrower shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance, repair, and replacement of capital items in accordance with the RAD Use Agreement and RAD Program, which requires initial monthly deposits of [$400 per unit per annum], subject to annual increases as required by HUD.

(xv) Subsidy Reserve. The Parties acknowledge and agree that the Borrower is creating a subsidy reserve pursuant to Section 6.10(p)(ii) of the Partnership Agreement that will be controlled by the Borrower and the Investor. Borrower shall provide Authority reasonable notice prior to drawing down such subsidy reserve for its intended purpose. Further, Authority approval is required for any decrease or modification of such subsidy reserve pursuant to the Partnership Agreement, except for decreases in accordance with the intended purpose of such subsidy reserve.

Section 4.7 Hazardous Materials.

(a) Borrower shall comply with Sections 10.1(c), 10.1(d), and 10.3(a) of the Ground Lease, and the provisions of such Sections shall be deemed incorporated herein by reference as if copied in full into this paragraph, provided that Authority shall have and enjoy all the same rights and protections attributed to Authority thereunder. By way of illustration and not limitation, simultaneously with Borrower advising Authority in writing of any fact or circumstance, requesting any written consent, or providing any notice to Authority pursuant to such provisions in the Ground Lease, Borrower shall provide such writings, requests, and notices to Authority, and Authority shall have and enjoy all the same rights and protections attributed to Authority thereunder.

(b) The Authority, in its capacity as lender with respect to the Loan and the Deed of Trust securing repayment of same and separate and apart from its capacity as Authority under the Ground Lease, shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Substances and Materials Claims or arising out of any breach or violation by Borrower of its obligations under this Section 4.7 and the Authority shall also have the right to have its reasonable attorneys' fees, expert witness and consultant fees, as well as all costs, expenses, and interest, in connection therewith paid by the Borrower. The Borrower shall defend, indemnify, and hold harmless the Authority and Authority Board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the failure of the Borrower or any other person or entity, other

than the Authority, to comply with this Section 4.7. This obligation to indemnify shall survive termination of this Agreement.

(c) The Borrower hereby acknowledges and agrees that (i) this Section is intended as the Authority's written request for information (and the Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(d) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Authority's or the trustee's rights and remedies under the Deed of Trust, the Authority may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Authority's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently (whether active or passive) caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Authority in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Authority upon its demand made at any time following the conclusion of such action.

(e) Borrower shall have no liability under this Agreement for Hazardous Materials existing at the Project prior to the date of this Agreement or from On-Site Migration except to the extent such condition is exacerbated by Borrower's negligence or intentional misconduct (as defined in the Ground Lease).

Section 4.8 Maintenance and Damage.

(a) During the course of both construction and operation of the Project, the Borrower shall maintain the Property and Improvements in accordance with the Ground Lease and Article 2 of the Deed of Trust.

(b) Subject to the Ground Lease, the terms of Section 4.1 of the Deed of Trust shall govern in the event of any casualty, damage, destruction or condemnation of the Property and/or Improvements (or any portion thereof).

Section 4.9 Fees and Taxes. The Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Improvements to the extent owned by the Borrower, and shall pay such charges prior to delinquency. However, the Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the Authority, the Borrower deposits with the Authority any funds or other forms of assurance that the Authority in good faith from time to time determines appropriate to protect the Authority from the consequences of the contest being unsuccessful.

Section 4.10 Notice of Litigation. The Borrower shall promptly notify the Authority in writing of any litigation materially affecting the Borrower or the Project and of any claims or disputes that involve a material risk of such litigation.

Section 4.11 Operation of Project.

(a) Promptly after completion of construction, the Borrower shall operate the Borrower's Leasehold Estate and Improvements in accordance with the Ground Lease and the Disposition and Development Agreement.

(b) Before leasing any Unit in the Project, the Borrower shall submit its proposed form of lease agreement for the Authority's review and approval. The initial term of the form of lease agreement for the Units shall be for no less than one (1) year, except by mutual agreement between the Borrower and the tenant, and shall not contain any provision which is prohibited by applicable law or regulation.

(c) Before leasing any Unit in the Project, the Borrower shall submit its proposed Section 3 Plan for the Authority's review and approval in accordance with Section 3.7 of the Ground Lease.

Section 4.12 Nondiscrimination. The Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, familial status, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Borrower's Leasehold Estate and Improvements, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Borrower's Leasehold Estate and Improvements. The foregoing covenant shall run with the leasehold interest.

Section 4.13 Transfer.

(a) For purposes of this Agreement, "**Transfer**" shall mean any sale, assignment, transfer, refinancing, or further encumbering, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, (ii) any general partner interest in the Borrower, (iii) any direct limited partner interest in the Borrower other than a transfer to an affiliate of Investor, and/or (iv) any interest in the Borrower's Leasehold Estate and Improvements, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Borrower's Leasehold Estate and Improvements is transferred and the Borrower retains title. The term "Transfer" shall exclude the leasing of any single Unit in the Project to an occupant in compliance with applicable regulatory agreements including the leasing of Units.

(b) Except as provided in the Ground Lease, no Transfer shall be permitted without the prior written consent of the Authority, which the Authority may withhold in its discretion. The Loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

(c) The Authority approves the grant of the security interests in the Borrower's Leasehold Estate in connection with the Approved Financing described in Section 1.1(c).

Section 4.14 Insurance Requirements. The Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(a) Workers' Compensation Insurance. Borrower shall carry or cause to be carried Workers' Compensation insurance with limits as required by the State of California and Employer's Liability limits of One Million Dollars ($1,000,000.00) for bodily injury by accident and One Million Dollars ($1,000,000.00) per person and in the annual aggregate for bodily injury by disease covering all persons employed by Borrower in connection with the Improvements and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Borrower.

(b) General Liability Insurance. Commercial general liability and automobile liability insurance, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Improvements or any work, matters, or things under, or in connection with, or related to this Agreement, with personal injury, death, and property damage combined single limit liability of not less than One Million Dollars ($1,000,000.00) for general liability and One Million Dollars ($1,000,000.00) for automobile liability for each accident or occurrence and an aggregate limit of not less than Two Million Dollars ($2,000,000.00) for general liability and One Million Dollars ($1,000,000.00) for automobile liability, and umbrella/excess liability insurance of Five Million Dollars ($5,000,000.00). Coverage under any such comprehensive policy shall be broad form and shall include, but shall not be limited to, operations, contractual, elevators, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned, and hired vehicles. Such insurance coverage shall:

(i) Include the Authority, its officers, commissioners, and employees as insured. The coverage shall contain no special limitations on the scope of protection afforded to the above-listed insured.

(ii) Be primary and non-contributing with respect to any insurance or self-insurance programs covering the Authority, its commissioners, officers, and employees.

(iii) Include all of the Borrower's subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(c) The Borrower shall cause any general contractor, agent, or subcontractor working on the Project under direct contract with the Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a) and (b) above, excluding the requirement for umbrella/excess liability, which shall not apply to subcontractors. Such insurance shall meet all of the general requirements of subsections (d), (e), and (f) below. Commercial General Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the Authority, its officers, agents, employees and members of the Authority Board.

(d) In addition to the above insurance requirements, the Borrower shall:

(i) Prior to commencement of work on the Project, furnish the Authority with properly executed certificates of insurance which shall clearly evidence all insurance required in sections (a) through (c), and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days, prior written notice to the Authority. If such notice cannot be provided by the carrier, than responsibility of such notice shall be borne by the Borrower.

(ii) Provide certified copies of endorsements and policies to the Authority in addition to certificates of insurance.

(iii) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of work on the Project.

(iv) Place such insurance with insurers approved to do business in the State of California and having A.M. Best Company ratings of no less than A:VII, or such other rating acceptable to the Authority.

(e) The required insurance shall be provided under an occurrence form, and the Borrower shall maintain the coverage described in, and consistent with, subsections (a) through (d) continuously so long as the Note is outstanding. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(f) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Authority. If such notice cannot be provided by the carrier, than responsibility of such notice shall be borne by the Borrower.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Events of Default. Each of the following shall constitute a "**Default**" by the Borrower under this Agreement:

(a) Failure to Satisfy Conversion Conditions. Failure by the Borrower to satisfy all Conversion Conditions (Construction) by December 31, 2023, unless such date is extended in accordance with Section 3.6.

(b) Failure to Make Payment. Failure by the Borrower to repay the principal and any interest on the Loan within ten (10) days of receipt of written notice from the Authority that such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Authority to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as the Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(d) Default Under Other Loans. Failure by the Borrower to make any payment or perform any of the Borrower's covenants, agreements, or obligations under the documents evidencing and securing the Approved Financing documents related to the Project following expiration of all applicable notice and cure periods. Notwithstanding the foregoing, the Authority shall not declare a breach or default under the Loan Documents, Ground Lease, or other documents between the Authority and Borrower or its affiliates to the extent such breach or default occurs by reason of any failure by HUD or HCD to provide funds designated for the Project, and such failure was not caused by an act or omission of the Borrower.

(e) Insolvency. A court having jurisdiction shall have made or entered any decree or order; (i) adjudging the Borrower or the General Partner to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of the Borrower or the General Partner or seeking any arrangement for the Borrower or the General Partner under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of the Borrower or the General Partner in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of the Borrower or the General Partner, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) the Borrower or the General Partner shall have admitted in

writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. The Borrower or the General Partner shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached, or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Note.

(g) Suspension; Termination. The Borrower or the General Partner shall have voluntarily suspended its business or, if the Borrower is a partnership, the partnership shall have been dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Borrower's Leasehold Estate and Improvements. There shall be filed any claim of lien (other than liens approved in writing by the Authority) against the Borrower's Leasehold Estate and Improvements or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) days without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the Authority.

(i) Reserved.

(j) Unauthorized Transfer. Any Transfer other than as permitted by Section 4.13.

(k) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Authority in connection with any of the Loan Documents, proving to have been knowingly incorrect in any material respect when made. After completion of the Improvements, Default may be declared under this subsection only if the failure of representation or warranty also has a material adverse effect on the operation of the Project.

Section 5.2 Notice to Investor. The Authority shall give to the Investor at the address set forth in Section 7.9 hereof a duplicate copy of all notices of default or other notices that the Authority may give to or serve in writing upon the Borrower pursuant to the terms of this Agreement. The address of the Investor set forth in Section 7.9 may be changed upon written notice delivered to the Authority in the manner specified in Section 7.9 herein below. No notice of default given to the Borrower shall be effective until the Investor receives such notice.

Section 5.3 Right of Investor to Cure. Notwithstanding any default by the Borrower under this Agreement, the Authority shall have no right to terminate this Agreement or exercise any remedies hereunder or under applicable law or take any other enforcement action hereunder unless the Authority shall have first given the Investor written notice of such default and the Investor shall have failed to remedy such default or remove the General Partner within the applicable cure period, as set forth in greater detail in the Investor Rider attached hereto as Exhibit I.

Section 5.4 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Authority or automatically where so specified, relieve the Authority of any obligation to make or continue the Loan and shall give the Authority the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The Authority shall have the right to cause all indebtedness of the Borrower to the Authority under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest, or dishonor. The Authority may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Authority as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the Authority on demand all reasonable expenses, costs, and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Authority in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The Authority shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The Authority shall have the right (but not the obligation) to cure any monetary default by the Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Authority for any funds advanced by the Authority to cure a monetary default by the Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

Section 5.5 Right of Contest. The Borrower shall have the right to contest in good faith to any claim, demand, levy, or assessment, the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Authority or the rights of the Authority hereunder.

Section 5.6 Remedies Cumulative. No right, power, or remedy given to the Authority by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be

cumulative and in addition to every other right, power, or remedy given to the Authority by the terms of any such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Borrower's Warranty of Good Standing and Authority. The Borrower hereby represents and warrants to the Authority as follows:

(a) Organization. The Borrower is duly organized and validly existing and is (or shall be prior to the commencement of activities under this Agreement) in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Borrower shall provide an opinion to this effect from its counsel at the time of execution of this Agreement.

(b) Authority of Borrower. The Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Borrower, and all actions required under the Borrower's organizational documents and applicable governing law for the authorization, execution, delivery, and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

(d) Valid and Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will, when so executed and delivered, constitute, legal, valid, and binding obligations of the Borrower enforceable against it in accordance with their respective terms, subject to the laws affecting creditors rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule, or regulation, or any judgment, decree, or order of any court, board,

commission, or agency whatsoever binding on Borrower, or any provision of the organizational documents of the Borrower, or will conflict with or constitute a breach of or a default under any agreement to which the Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of the Borrower, other than liens established pursuant to the Loan Documents.

(f) Pending Proceedings. Except as disclosed in writing to the Authority prior to execution of this Agreement, to the knowledge of the Borrower, the Borrower is not in default under any law or regulation or under any order of any court, board, commission, or agency whatsoever, and, to the best of its knowledge, there are no claims, actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or the Project, at law or in equity, before or by any court, board, commission, or agency whatsoever.

(g) No Debarment. Neither the Borrower nor the General Partner has been debarred or suspended pursuant to 2 C.F.R. Part 2424.

(h) Financial Statements. The financial statements of the Borrower and other financial data and information furnished by the Borrower to the Authority fairly present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the Borrower from that shown by such financial statements and other data and information.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Authority and the Borrower or its agents, employees, or contractors, and the Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under this Agreement. In regards to the acquisition of the Property, construction of the Improvements, and operation of the Project, the Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Authority by any person that the Borrower may have employed or with whom the Borrower may have contracted relative to the purchase of materials, supplies, or equipment, or the furnishing or the performance of any work or services with respect to the acquisition of the Property, the construction of the Improvements, or the operation of the Project,

and the Borrower shall include similar requirements in any contracts entered into for the acquisition of the Property, the construction of the Improvements, or the operation of the Project.

Section 7.3 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification. Notwithstanding any other provision of this Agreement to the contrary, Borrower shall defend, indemnify and hold harmless the Authority and its commissioners, its officer(s), employee(s), agent(s), contractor(s), and director(s) (including directors or employees of any Authority instrumentalities or affiliates) from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of the Borrower, its agent(s), contractor(s), servant(s), or employee(s) which constitutes a breach of the Borrower's obligations under this Agreement. If any third-party performing work for the Borrower on the Project shall assert any claim against the Authority on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Borrower, its agent(s), servant(s), employee(s) or contractor(s) (including, without limitation, its general contractor), the Borrower shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Authority based on such claim shall be allowed, the Borrower shall pay or satisfy such judgment or claim and pay all reasonable costs and expenses in connection therewith including attorneys' fees. The obligations, indemnities, and liabilities of the Borrower under this Section 7.4 shall not extend to any liability caused by the negligence or misconduct of HUD or HCD, the Authority, or their employee(s), contractor(s) or agent(s). The Borrower's liability shall not be limited by any provisions or limits of insurance set forth in this Lease. The provisions of this Section 7.4 shall survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of Authority Officials, Employees and Agents. No member, official, employee or agent of the Authority shall be personally liable to the Borrower in the event of any default or breach by the Authority or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement, except that the Investor shall be a third party beneficiary with respect to notice and cure rights granted to the Investor in this Agreement.

Section 7.7 Discretion Retained By Authority. The Authority's execution of this Agreement in no way limits the discretion of the Authority in the review and approval process in connection with development of the Project.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to

such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any appointed official of the Authority or the Borrower, or any person related within the third (3rd) degree of such person.

Section 7.9 Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Authority:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles, CA 90057 Attn: President and CEO
With a copy to:	Housing Authority of the City of Los Angeles 2600 Wilshire Blvd., Third Floor Los Angeles, CA 90057 Attn: General Counsel
With a copy to:	Reno & Cavanaugh PLLC 455 Massachusetts Ave NW, Suite 400 Washington, DC 20001 Attn: Megan Glasheen
Borrower:	Jordan Downs 3, LP c/o BRIDGE Housing Corporation 1301 Dove Street, Suite 920 Newport Beach, CA 92660 Attn: Kimberly McKay
with copy to:	BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attn: President and Chief Executive Officer
and a copy to:	Goldfarb & Lipman, LLP 1300 Clay Street, 11th Floor Oakland, CA 94612

Attn: Heather Gould

and a copy to: Investor in accordance with Exhibit I.

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Copies of notice(s), sent to the Borrower shall also be sent to any limited partner of the Borrower who requests such notice in writing and provides its address.

Section 7.10 Applicable Law. This Agreement shall be governed by the laws of the state of California.

Section 7.11 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind the Borrower and its successors and assigns in the Property and the Improvements for the entire Term, and the benefit hereof shall inure to the benefit of the Authority and its successors and assigns.

Section 7.12 Reserved.

Section 7.13 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 7.14 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; lack of transportation; or court order; or any other similar causes (other than lack of funds of the Borrower or the Borrower's inability to finance the construction of the Project) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within fifteen (15) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within fifteen (15) days of receipt of the notice. In no event shall the Authority be required to agree to cumulative delays in excess of one year.

Section 7.15 Authority Approval. This Loan has been approved by the Authority Board of Commissioners ("**Authority Board**") pursuant to Resolution No. [_____]. Whenever this Agreement calls for Authority approval, consent, or waiver, the written approval, consent, or waiver of the Authority President and Chief Executive Officer shall constitute the approval, consent, or waiver of the Authority, without further authorization required from the Authority Board. The Authority hereby authorizes the Authority President and Chief Executive Officer to

deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Authority. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The Authority President and Chief Executive Officer is also hereby authorized to approve, on behalf of the Authority, requests by the Borrower for reasonable extensions of time deadlines set forth in this Agreement. The Authority shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Borrower made in connection with this Agreement.

Section 7.16 Waivers. Any waiver by the Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Authority to take action on any breach or default of the Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Authority to any act or omission by the Borrower shall not be construed to consent to any other or subsequent act or omission or to waive the requirement for the Authority's written consent to future waivers.

Section 7.17 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 7.18 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan.

Section 7.19 Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.20 Exhibits. Exhibits A-1, A-2, B, C, D, E-1, E-2, F, G, H-1, H-2, H-3, I and J are incorporated into and hereby made a part of this Agreement.

[signature page follows]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT A- 1

Legal Description of the Property

The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles and described as follows:

THAT PORTION OF LOT 1 OF TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT NO. 17205 PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23’44” WEST 30.00 TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLOGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56’39” EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO. 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17’02” EAST 134.04 FEET;

THENCE SOUTH 45°03’21” EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36’16” WEST 313.99 FEET;

THENCE SOUTH 44°56’44” WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17’13” WEST 135.06 FEET; THENCE NORTH 45°03’16” WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-2

Unit Designation by Type

	Phase H2A	RAD	PBV Replacement	PBV	Unsubsidized	Manager
One Bedroom	21	1	5	11	4	-
Two Bedroom	26	2	16	3	4	1
Three Bedroom	27	6	8	-	13	-
Four Bedroom	2	-	1	1	-	-
Total	**76**	**9**	**30**	**15**	**21**	**1**

EXHIBIT B

Approved Development Budget

[attached]

Jordan Downs 3A

Prepared For:	BRIDGE
Prepared By:	California Housing Partnership Corporation
Version:	7.5 - Closing
Revised:	2/18/2022
Filename:	Jordan Downs Phase 3A - 7.5 Closing.xlsm

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SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS
					Total Permanent Debt: *11,726,000*
Conventional Perm Loan - A/B Tranche	11,726,000	4.940%		40.0	*Term - 17 (yrs.)* *Index - 10Y T -* *2.040%* *Spread - 271 bps* *U/W Cushion - 19 bps*
HACLA Ground Lease Note	3,190,000	4.000%	2.137%	55.0	*Per Unit:* *41,974*
Accrued Deferred Interest - HACLA Grc	151,331				
HACLA Gap Loan	1,500,000	4.000%	2.137%	55.0	*Per Unit:* *19,737*
Accrued Deferred Interest - HACLA Ga	71,159				
Choice Neighborhood Initiative (CNI)	7,324,100	3.000%	1.788%	55.0	*Per Unit:* *96,370*
Accrued Deferred Interest - Choice Nei	284,730				
IIG	5,000,000	0.000%	0.000%	55.0	*Per Unit:* *65,789*
Capital Contributions					
General Partner (Developer Fee)	0				*Total LP capital includes release of bond collateral funded during construction*
GP Capital - [INSERT]	100				*Synd Costs* *203,500*
GP Capital - [INSERT]	0				*Net Equity for TCAC* *24,294,050*
GP Capital - [INSERT]	0				
GP Capital - [INSERT]	0				
Limited Partners	24,497,550				*Fed LIHTC:* *$0.980* *State LIHTC:* *$0.000*
TOTAL SOURCES	**53,744,970**				
Surplus/(Shortfall)	*0*				

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B		
Base Rate	4.750%	3.800%		
Cushion	0.190%	0.750%		
MIP	0.000%	0.000%		
GNMA/Servicing	0.000%	0.000%		
Issuer	0.000%	0.000%	*0*	*Issuer min/yr*
Trustee	0.000%	0.000%	*0*	*per annum*
Rating	0.000%	0.000%	*0*	*per annum*
Remarketing	0.000%	0.000%	*0*	*per annum*
Rebate Analyst	0.000%	0.000%	*0*	*per annum*
Total	**4.940%**	**4.550%**		

INVESTOR EQUITY STACK	
LIHTC Equity (Federal+State)	24,497,550
Historic Tax Credit	0
Investment Tax Credit (Solar PV	0
Subtotal LP Equity	**24,497,550**
CA Certificated Credit Sale	0
Total Investor Equity	**24,497,550**

OTHER ASSUMPTIONS	
Current AFR:	1.90%
AFR Month:	1/1/17
AFR Cushion:	0.00%
Total U/W AFR:	**1.90%**

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Construction Loan	31,662,288	3.250%	26	
HACLA Ground Lease Note	3,190,000	4.000%	26	
Accrued Deferred Interest - HACLA Grc	151,331			
HACLA Gap Loan	1,500,000	4.000%	26	
Accrued Deferred Interest - HACLA Ga	71,159			
Choice Neighborhood Initiative (CNI)	7,324,100	3.000%	26	
Accrued Deferred Interest - Choice Nei	284,730			
IIG	5,000,000	0.000%	26	
Costs Deferred Until Conversion	2,111,507			*See page 2 - right column*
Deferred Developer Fee	0			
Capital Contributions				***LP Equity - Construction Period***
General Partner (Developer Fee)	0			*LP Equity used for construction* *2,449,755* *10.00%*
GP Capital - [INSERT]	100			*LP Equity used for bond collateral* *0* *0.00%*
GP Capital - [INSERT]	0			***Total Equity During Constr*** ***2,449,755*** ***10.00%***
GP Capital - [INSERT]	0			
GP Capital - [INSERT]	0			*Syndication Costs* *203,500*
Limited Partners*	2,449,755			*Net Equity for TCAC* *2,246,255*
				Less Costs Deferred to Conversion *51,295,215*
TOTAL SOURCES	**53,744,970**			
Surplus/(Shortfall)	*0*			
Sources Less Deferred To Conversion:	*51,633,463*			

CONSTRUCTION LOAN INTEREST RATE	
Index Type:	OFR (50bps floor)
Current Index:	0.50%
Spread:	1.75%
Base Interest Rate (not including cushi	2.25%
Cushion - Total	1.00%
Interest Rate (All-In)	**3.25%**

CONSTRUCTION LOAN VALUATION		
Restricted NOI		773,889
OAR		4.50%
FMV per NOI		17,197,524
Agg. Credit Value @	0.98	24,497,550
Perm-Only Soft Debt		0
Total Value		41,695,074
LTV:		80.00%
Max. Const. Loan Amount		33,356,060
Commitment Amount		TBD

TAX-EXEMPT BOND DATA	
50% Test (see Page 7):	N/A
Issuer Inducement:	TBD
CDLAC Allocatior 0.00	TBD
Percent of CDLAC Allocation Us	0.00%
Const-only portion:	19,936,288
CDLAC Limit	N/A

Jordan Downs 3A

Uses of Funds

Version: 7.5 - Closing

		Res Cost:	100.00%	COST ALLOCATIONS					LIHTC ELIGIBLE BASIS		OTHER BASIS & COST ALL	
		Res Sq Foot:	100.00%									
					DEPRECIABLE						Deferred to	
	TOTAL	Per Unit	TOTAL RESIDENTIAL	NON-DEPREC	RESID.	NON-RES	EXPENSE	AMORTIZE	CONST/ REHAB	ACQ	Completion or Perm Conv.	Land/Basis for 50% Test
ACQUISITION COSTS												
Total Purchase Price - Real Estate: 3,190,000												
Land - Jordan Downs 3A	3,190,000	41,974	3,190,000	3,190,000							0	3,190,000
Land Holding Costs	14,750	194	14,750	14,750					0		0	14,750
HARD COSTS												
Total Construction Contract: 35,440,371												
NEW CONSTRUCTION												
Hard Costs-Unit Construction	29,242,908	384,775	29,242,908		29,242,908	0			29,242,908		0	29,242,908
Personal Property in Construction Contract	400,000	5,263	400,000		400,000	0			400,000		0	400,000
Site Improvements/Landscape	1,589,608	20,916	1,589,608		1,589,608	0			1,589,608		0	1,589,608
GC - General Conditions	1,664,672	21,904	1,664,672		1,664,672	0			1,664,672		0	1,664,672
GC - Overhead & Profit	2,058,644	27,087	2,058,644		2,058,644	0			2,058,644		0	2,058,644
GC - Insurance	111,817	1,471	111,817		111,817	0			111,817		0	111,817
GC - Bond Premium	372,722	4,904	372,722		372,722	0			372,722		0	372,722
Contingency - Owner's Construction	1,772,019	23,316	1,772,019		1,772,019	0			1,772,019		0	1,772,019
REHAB												
SOFT COSTS												
Architecture - Design	1,130,000	14,868	1,130,000		1,130,000	0			1,130,000		0	1,130,000
Design/Engineering - Landscape	75,000	987	75,000		75,000	0			75,000		0	75,000
Design/Engineering - Civil	170,000	2,237	170,000		170,000	0			170,000		0	170,000
Design/Engineering - Acoustic	25,000	329	25,000		25,000	0			25,000		0	25,000
Design/Engineering - Signage	35,000	461	35,000		35,000	0			35,000		0	35,000
Phase 2A Utility Reimbursement	57,938	762	57,938		57,938	0			57,938		0	57,938
Geotech/Soils Report	60,000	789	60,000		60,000	0			60,000		0	60,000
Phase I/II/Toxics Report	15,000	197	15,000		15,000	0			15,000		0	15,000
ALTA Survey	20,000	263	20,000		20,000	0			20,000		0	20,000
Special Inspections/Testing	80,000	1,053	80,000		80,000	0			80,000		0	80,000
HACLA Legal/Consultanting fees	150,000	1,974	150,000		150,000	0			150,000		0	150,000
HACLA Prevailing Wage Monitoring	50,000	658	50,000		50,000	0			50,000		0	50,000
LEED / HERS Rater	50,000	658	50,000		50,000	0			50,000		0	50,000
Owner's Rep / Construction Supervision	250,000	3,289	250,000		250,000	0			250,000		0	250,000
Consultant: Entitlement	60,000	789	60,000		60,000	0			60,000		0	60,000
Consultant: Reimbursables	61,256	806	61,256		61,256	0			61,256		0	61,256
HACLA Relocation Services	220,000	2,895	220,000		220,000	0			0		0	220,000
Local Development Impact Fees	1,140,000	15,000	1,140,000		1,140,000	0			1,140,000		0	1,140,000
Local Permits/Fees	839,600	11,047	839,600		839,600	0			839,600		0	839,600
Utilty Connection Fees	60,000	789	60,000		60,000	0			60,000		0	60,000
Real Estate Taxes During Const	20,000	263	20,000		20,000	0	0		20,000		0	20,000
Insurance During Const	1,254,699	16,509	1,254,699		1,254,699	0			1,254,699		0	1,254,699
Appraisal	30,000	395	30,000		30,000	0			30,000		0	30,000
Market/Rent Comp Study	15,000	197	15,000					15,000	0		0	0
Masterplanning Reimbursement	250,000	3,289	250,000		250,000	0			250,000		0	250,000
Local Lender Fees	48,220	634	48,220		48,220	0			48,220		0	48,220
HACLA Compliance Fee	220,000	2,895	220,000		220,000	0			0		0	220,000
Misc Admin	45,000	592	45,000		45,000	0			45,000		0	45,000
Soft Cost Contingency	370,761	4,878	370,761		370,761	0			370,761		0	370,761
Predev. Loan Interest/Fees	75,000	987	75,000		0		75,000		0	0	0	0
Construction Loan Interest	1,534,961	20,197	1,534,961		848,945	0	686,016		848,945		0	848,945
Accrued Interest - HACLA Ground Lease Note	151,331	1,991	151,331		104,020	0	47,311		104,020		0	104,020
Accrued Interest - HACLA Gap Loan	71,159	936	71,159		48,912	0	22,247		48,912		0	48,912
Accrued Interest - Choice Neighborhood Initiativ	284,730	3,746	284,730		194,582	0	90,148		194,582		0	194,582
Title/Recording/Escrow - Construction	25,000	329	25,000		25,000	0			25,000		0	25,000
Title/Recording/Escrow - Permanent	25,000	329	25,000					25,000			25,000	
Legal (Owner): Construction Closing	230,000	3,026	230,000		230,000	0			230,000		0	230,000
Organization of Ptnshp	7,500	99	7,500					7,500			0	
Syndication - GP	20,000	263	20,000	20,000							0	
Syndication - LP	20,000	263	20,000	20,000							0	
Syndication Consulting	80,000	1,053	80,000	80,000							2,500	
Audit/Cost Certification	76,000	1,000	76,000				76,000				0	
TCAC Application/Res/Monitoring Fee	133,160	1,752	133,160					133,160			31,160	
Marketing/Lease up/start-up	350,000	4,605	350,000				350,000				0	
Furnishings Not in Contract	150,000	1,974	150,000		150,000	0			150,000		0	150,000
Capitalized Operating Reserve (3 mos.)	683,020	8,987	683,020	683,020							683,020	
Developer Fee	2,200,000	28,947	2,200,000		2,200,000	0			2,200,000	0	1,350,000	2,200,000
COSTS OF ISSUANCE/FINANCING FEES												
Construction Lender Origination Fee	158,311	2,083	158,311		18,041	0		140,271	18,041		0	18,041
Construction Lender Expenses	35,000	461	35,000		3,988	0		31,012	3,988		0	3,988
Construction Lender Counsel	65,000	855	65,000		7,407	0		57,593	7,407		0	7,407
Permanent Lender Expenses	19,827	261	19,827		0	0		19,827	0		19,827	0
Permanent Lender Counsel	60,000	789	60,000		0	0		60,000	0		0	0
Permanent Loan Origination Fee	70,356	926	70,356		0	0		70,356	0		0	0
Subtotal - Financing/Costs of Issuance	*408,494*	5,375	*408,494*	*0*	*29,436*	*0*		*379,058*	*29,436*			*29,436*
TOTAL DEVELOPMENT COSTS	**53,744,969**	707,171	**53,744,969**	**4,007,770**	**47,830,759**	**0**	**1,346,722**	**559,718**	**47,390,759**	**0**	**2,111,507**	**51,035,509**
TDC Per Unit	*707,171*		100.00%									
TDC Net of accrued interest:	*53,237,750*											
TDC TCAC	*53,541,469*		*53,541,469*									

EXHIBIT C

Scope of Development for the Improvements

[attached]

Exhibit 8 (C-1)

Scope of Development for the Improvements Jordan Downs Area H2A/3A Development 2299 E. 99th Place

GENERAL INFORMATION

This Scope of Development establishes the responsibilities of the Developer for development of the Site. The proposed development shall conform to the provisions, design criteria and property development standards set forth in this Scope. It shall be the Developer's responsibility to conform to the objectives and provisions of this Agreement. Any changes from the provisions, criteria, standards and approved drawings, including change orders with deviations from the approved drawings, must be submitted to the Housing Authority of the City of Los Angeles (the "Agency" or "HACLA") staff for approval. Any substantial changes to the approved drawings shall require Agency approval.

The Phase H2A/3A development (the "Project") is primarily situated on 1.2 acres of the existing Jordan Downs Public Housing development. Area H2A is sited on lot 2 of Vesting Tentative Tract Map 82619, all located within Council District Fifteen. The Site is adjacent to the existing Jordan Downs Public Housing, Jordan Downs Plaza retail shopping center and Cedar Grove, generally bounded by Laurel, Kalmia and 97th Streets and 99th Place. See attached Site Map. The Site is generally flat. HACLA is in the process of demolishing and removing the existing four buildings that occupy the site. The site will be completely demolished, cleaned and level prior to the Area H2A construction loan closing. The location is served by numerous Metro bus stops and within a mile of the light rail 103rd Street/Watts Towers Station. The Site's western boundary consist of legacy Jordan Downs' remaining barrack-style buildings. The development's location is within a mixed residential and industrial area with mostly detached homes and apartment complexes.

Development of the Project shall conform to the guidelines established within documents approved by governmental agencies, including the City of Los Angeles Jordan Downs Urban Village Specific Plan ("Specific Plan"), the California Environmental Quality Act's ("CEQA") Environmental Impact Report ("EIR") and the National Environmental Policy Act's Environmental Assessment report. The provisions, design criteria and property development standards established in this Scope of Development are in conformance with these documents and must be adhered to.

DESIGN OBJECTIVES AND STANDARDS

Development of the Site shall be guided by the following design objectives and standards, as well as the Concept Plan illustrations. HACLA agrees that the Construction Plans meet the criteria set forth below.

1. Create a first class, signature residential project with parking and open spaces that incorporate high-quality uses and features, and reflects high level architectural and development standards in terms of style, form, materials and execution consistent with new community development.

2. The Project has been planned and designed in a manner that responds to the community needs by including quality community open space, sophisticated architectural facades and thoughtful unit layouts to address the needs of this large family development. The community features a cohesive pedestrian, bicycle and vehicular circulation plan, linking the Project functionally and visually with neighboring developments and uses.

3. Designed to enhance pedestrian and street level activity, architectural features promote daytime and evening use and surveillance of the community. Design incorporates elements such community spaces overlooking public open space, unit balconies above streets and public spaces and an onsite manager's office that fronts on Kalmia Street and 99th Place, reinforcing and enhancing eyes on the community.

4. Design incorporates massing, scale and materials as well as architectural features, signage and landscaping/hardscaping that are compatible with the surrounding neighborhoods and uses.

5. Outdoor community spaces encourage residents to take advantage of the temperate Southern California climate through active and passive use of open space and building configuration.

6. Residential component designed in such a manner as to create a desirable and distinctive residential environment that is buffered and protected from adjacent nonresidential uses yet not isolated from other uses in the area.

7. Pedestrian oriented community plan includes an attractive, active and secure pedestrian environment on the Site and adjacent public rights-of-way with consideration given to such factors as walking/bicycle path location, configuration and widths, arrangement of building massing and accessible open areas, lighting and landscape/hardscape design and materials.

8. The Project shall incorporate, as many sustainable ("green") building design,

methodologies and technologies as feasible. Refer to Sustainability Plan for specific details.

GENERAL PROJECT DESCRIPTION

The proposed Project is comprised of approximately 98,000 square feet of affordable multi-family rental apartments in thoughtfully-designed podium and 3-floor walkup style buildings. The Project consists of twenty-one (21) one-bedroom/one-bathroom units, twenty-six (26) two-bedroom/one-bathroom units, twenty-seven (27) three-bedroom/two-bathroom units, and two (2) four-bedroom/two-bathroom units, comprising 76 total units. The Project's design incorporates significant community spaces that will be available for civic gatherings, service delivery and recreation, contributing to the health and wellness of resident lifestyles. Community spaces will include a kitchen, TV lounge equipped with Wi-Fi internet access. In addition, management and maintenance facilities have been designed for this development. The garage will provide long-term bicycle storage for up to 60 bicycles and additional short-term storage for 21 bicycles. Open space is an integral part of the building concept which includes a landscaped outdoor space with picnic and barbeque areas, community gardens and a community courtyard ideal for outdoor events and social gatherings. There are also 57 parking spaces in a secured key-access garage serving this development.

PROPERTY DEVELOPMENT STANDARDS

In addition to the criteria and standards established in and pursuant to the Jordan Downs Urban Village Specific Plan, to which this Agreement is subject, and the CEQA Mitigation Measures as defined in the EIR Mitigated Negative Declaration, the following property development standards shall apply to the Project. The satisfaction of the property development standards and Specific Plan provisions shall be determined solely by the Agency and is subject to Agency approval. In no case is the Developer relieved of the requirements of any laws, codes or administrative regulations of the State of California, the County of Los Angeles or the City of Los Angeles ("City"). HACLA agrees that the Construction Plans meet the criteria set forth below.

1. **Land Use:** The Project shall consist of first-class multiple family units, with a unit bedroom count mix acceptable to the Agency, situated in a richly landscaped setting with major open space elements designed for appropriate active and passive uses. The Project has been designed in such a manner as to create a desirable and distinctive residential environment that is buffered but not isolated from the other uses. At closing, the surrounding residential neighborhood is primarily single family detached homes and apartment complexes, with some scattered non-residential uses that are also predominantly single story. The Project must be compatible with the adjacent uses existing at closing or

contemplated in the Specific Plan, and the design must orient both the uses and architectural features to be sensitive to the immediate neighboring uses existing at closing or contemplated in the Specific Plan.

2. **Density:** The number of residential units developed in Area H2A/3A shall be 76 units.

3. **Height and Massing:** The Project shall not exceed the height deemed allowable by the Specific Plan and shall be articulated through the use of architectural detailing; finish materials, textures and colors; varying setbacks. Building massing shall be designed to avoid a “box-like” appearance. Careful attention shall be paid to the exterior elevations to minimize the bulk of the larger buildings and maximize opportunities to create a pedestrian-scale environment. Special attention in the Project design shall be given to those elevations visible to view corridors along surrounding streets. Wall openings, landscape berms, and architectural articulations shall buffer the buildings allowable height for the Site which far exceeds the height of surrounding uses, the Project is designed such that all buildings integrate with the neighborhood.

4. **Building Design:** The Project shall be designed and constructed to first class standards with careful attention given to the coordination of the residential uses. Landscape and hardscape designs shall be carefully integrated to provide ease of access, shading, secure circulation and a pedestrian-friendly design. The building frontage shall be designed to enhance the pedestrian experience through such features as the inclusion of landscaping, special street- and pedestrian-level lighting and paving materials. The development shall be designed to improve community safety with CPTED design features including "eyes on the street and open areas", and high efficacy lighting. The residential plazas atop the podium shall be richly landscaped with appropriately sized and designed open space elements, both common and private, and shall be separate and secure. The units shall be designed, constructed and finished to first-class standards including the provision of private patios and balconies. Shade trees, landscape screens, and flowering plants shall enhance the overall design and pedestrian orientation of the complex. Design of the building, including roof profiles and building details and finishes must create a visual interest and enhance the aesthetic quality of the development. The façade of the garage shall be designed to appear pedestrian friendly, both day and night.

5. **Interior and Exterior Building Materials and Finishes:** The building shall incorporate quality materials and details. Maximum use of recycled content materials, sustainably produced materials, pre-coated building materials and low-VOC architectural coatings, as well as durability and minimal maintenance shall be key determinants in selecting all building materials and systems. Exotic hardwoods and similar non-renewable products shall not be used.

6. **Illumination:** All illumination shall be designed to minimize glare, control valent light spillover, and provide ambient and safety lighting along the street frontage, publicly accessible open areas, plazas and parking facilities with particular attention paid to pedestrian and vehicular entrances. All illumination shall be energy efficient and shall incorporate “smart system” technology

7. **Pedestrian Circulation:** Pedestrian circulation at building frontages shall be designed to encourage a pedestrian-friendly environment. Attractively designed walkways, enhanced paving materials, landscaping, lighting, decorative and informational graphics and other pedestrian amenities shall reinforce the pedestrian-friendly nature of the Project while integrating it into the existing street pedestrian infrastructure and community. Unit entries front on Century Boulevard to enhance pedestrian access to the greater community.

8. **Vehicular Access, Circulation and Parking:** The Project shall be designed to provide safe and efficient vehicular access, circulation and parking for residents. Pedestrian and automobile circulation zones will be clearly delineated to provide easy access while minimizing conflicts. Parking shall be provided as required by the Specific Plan and shall be located off-street. Parking shall be well lit, using “smart system” technology and energy efficient lighting with directional signage and graphics to provide ease of access, identification of each parked vehicle location, and way-finding to pedestrian entrances and exits. No less than 57 parking spaces shall be provided for the current configuration.

9. **Driveways, Vehicular Ramps and Drop-off Lanes:** Driveway locations shall not conflict with traffic movements in the streets. All vehicular entries into the Project shall be given careful design consideration and treated to minimize their visual impact. All vehicular entries and exits from the Site must be designed to minimize impacts between vehicular and pedestrian traffic. Drop-off lanes may be located along streets in the vicinity of the pedestrian entrance.

10. **Service and Loading Areas:** Service and loading areas shall be provided in accordance with City requirements. All building services and loading space and activities, including recycling and refuse collection, shall be located off the rear building access such that they are isolated from Century Boulevard and publicly accessible areas, and shall be enclosed within buildings or screened from public view from ground level and from neighboring buildings.

11. **Signage:** The signage shall apply to the Project in addition to the standards set forth herein. A coordinated Signage Plan for all exterior identification, commercial, information and directional signage shall be prepared by the Developer for the Project. The Signage Plan, which shall include the location, size, color, lighting, materials and design of all signs and logos, shall be compatible with the

high quality of the Project and the surrounding neighborhoods. Signage shall be designed in collaboration with the Project component of building design and surfaces. The Signage Plan shall be subject to approval concurrently with the building design. Off-site advertising billboards shall not be permitted. The Signage Plan shall be incorporated into the tenant lease agreements.

12. **Security:** Security shall be well integrated into the design of the Jordan Downs Area H development. The Project shall provide a secure environment for all residents through the use of both physical systems and a "design out crime" approach to the architecture by providing visual access between units and exterior spaces, including the street. Residents have clear and secure visibility to potential guests at unit entry doors. The community room, parking garage and other common areas such as the hallways and entry ways are appropriately lit so that all public spaces are bright and psychologically safe but not intrusive in their relationship to the living units.

13. **Utilities:** All on-site and off-site utilities, including data carrier infrastructure, utility connections and related equipment shall be underground, concealed within the building or screened from view with landscaping or an enclosure which is architecturally compatible with the development. All utility work, including removal and relocation of existing utilities, is the Developer's responsibility.

14. **Energy Conservation:** The Developer shall, to the greatest extent feasible, take into account estimated initial costs, operational savings and incentive program benefits, minimize the energy required to operate the Project over its lifetime and to incorporate "smart building" technology and alternative energy sources. Such energy efficiency shall be accomplished through innovative and state-of-the-art concepts in design and construction. The Developer shall strictly observe and incorporate all energy conservation recommendations and mandated codes such as California Title 24 and shall seek to significantly exceed such statutory and regulatory requirements to the greatest extent feasible. The Developer shall make commercially reasonable and economically feasible efforts to exceed Title 24 requirements by at least 10%. The developer shall also achieve LEED Silver designation. Insulation opportunities, solar shading and solar energy design, building placement and orientation, energy-efficient building cooling, heating, ventilating and lighting strategies and technologies and other energy conservation measures shall be included in the design requirements.

15. **Landscaping, Water Conservation and Surface/Storm Water Management:** All outdoor spaces and common areas, including future dedication areas, setback areas, courtyards and park spaces shall be attractively landscaped with a variety of treatments, furnishings and lighting suitable for a family housing development. Landscaping and irrigation shall be designed to be aesthetically attractive, high-quality, durable, low maintenance and water

conserving and to maximize site retention of surface and storm water run-off. Any surface/storm water discharge from the Site shall be treated as needed on-site prior to discharge to avoid downstream pollution. The landscaping and irrigation plans shall incorporate drought-resistant plant materials along with water-saving drip/buried-tube irrigation and state-of-the-art water management control systems. Large grass/turf areas and high-water usage plants shall be avoided if possible. Landscaping, lighting and furnishings shall include, but not be limited to, street trees, on-site trees and other plant materials, sidewalk, walkway and plaza treatments, street and pedestrian lighting, seating, decorative and information graphics. Dark colored paving materials shall be avoided. The landscape/hardscape design shall be coordinated with and shall be compatible in design and consistent in quality with completed and planned public improvement and streetscape programs in the area. Landscaping shall be installed and maintained in accordance with the Agency approved Landscape Plan. A complete and permanent irrigation system shall be installed for all landscaped areas. All landscaping shall be maintained by the owners, successors or assignees, and shall include maintenance of adjacent street trees where provided by the City or Agency.

16. **Waste Reduction/Recycling:** A Waste Reduction and Recycling Program Plan shall be prepared by the Developer and implemented for the design, demolition and construction stages of the Project and for the management and operation of all occupancies. Facilities shall be provided to accommodate the physical requirements for these identified programs. Implementation shall include education and outreach programs for all Project occupants and employees to reduce the output of solid waste, including yard waste, through recycling and reduction of waste at the source. The Waste Reduction and Recycling Program Plan shall be subject to review and approval by the Agency and the City.

17. **Urban Heat Island Effect**: To reduce its cooling load and its impact on micro-climate, the project shall 1) apply light colored or high-reflective finishes to roofs, exterior walls and ground pavement to the extent feasible, and 2) plant faster-growing trees and shrubs that consume carbon dioxide through photosynthesis quicker than slower growing plants shall be sought for general landscaping as well as shading purposes.

18. **Outdoor Recreation Space**: Usable common open space/recreational areas shall be provided to meet the resident's recreational and open space needs. The open space/recreational areas shall provide spaces for both passive and active outdoor uses. There will be two featured open spaces associated with Phase H2A. The first will be an outdoor paseo between the walk-up building and the podium building. The two larger outdoor spaces will be located on the podium deck. This outdoor recreation area provides play areas for children of all ages, including a tot lot, as well as ample lounge and barbeque areas for the adult

residents. High quality, durability and functionality have been the guiding principles to ensure the residents are compelled to use this important feature.

19. **Recreation and Meeting Spaces**: Two Community Rooms approximately 1,800 square feet each will provide indoor amenity space including a kitchen, TV lounge and Wi-Fi internet access will be available for resident use free of charge.

20. **Lighting**: All lighting shall be shielded and directed onto the Site and no floodlighting shall be located so as to be seen directly by the adjacent areas. This condition shall not preclude the installation of low-level security lighting.

CONSTRUCTION SIGNS

The Developer shall design, construct and install a construction sign for the Project to comply with Agency specifications. The sign shall be installed at a prominent location to be approved by the Agency Administrator or Designee. A copy of the Agency Construction Sign Specification is attached to this Scope of Development as Exhibit A.

DEVELOPMENT APPROVALS AND ENTITLEMENTS

The Developer shall comply with all applicable code, permit, and fee requirements of the United States of America (including A.D.A. requirements), State of California, County of Los Angeles, and the City of Los Angeles. The Developer shall submit plans to the City of Los Angeles Department of Building and Safety for plan check in a timely fashion to maintain the Schedule of Performance. It shall be the responsibility of the Developer to obtain all permits and other required approvals and entitlements as are necessary and consistent with the Agreement to ensure the construction of the Project. The Developer shall dedicate and be responsible for the construction of improvements in public rights-of-way in conformance with the requirements, if any, of the City of Los Angeles for the Project.

EASEMENTS

Developer shall take all necessary steps and sign all necessary documents in recordable form to create, move or abandon easements and rights of way as may be required by the City of Los Angeles for the development of the Site in accordance with this Agreement.

MAINTENANCE AND SECURITY PROGRAM

Programs for building maintenance and security shall be prepared for the total

development.

OFF-SITE IMPROVEMENTS

The B-Permit Improvements pertaining to Phase H2A/3A anticipate improvements necessary for the future street dedication, converting a portion of the private 99th Place to a public street and a 60-foot wide public right-of-way dedication for the southerly extension of Kalmia Street including suitable corner cuts at the intersections with 97th Street and 99th Place as substantially shown on the tentative tract map stamp dated October 1, 2020. Improvements include:

- Establishing street width along 99th Place per JD Specific plan is curb to curb = 36', sidewalk width = 12', street width = 60.00'). Proposed Kalmia and Existing Laurel is curb to curb = 36', sidewalk width = 12', street width = 60.00'. 97th Street is Half width of 31.0', centerline to Curb of 19.0' and sidewalk width = 12.0'.
- Storm drain designed to meet future JD VTTM and flow requirements for the existing Glen Avenue storm drain-RCB. The LACDPW future flow requirements is 0.92 CFS per acre for offsite and onsite projects.
- Meet street tree requirements per Jordan Downs Specific Plan. There are a total of 27 trees: 3 along 97th Street, 21 on Kalmia Street (11 on the east side of the street and 10 on the west) and 3 along 99th Place.
- Street Lights requirements – Four street lights on Kalmia, three on 99th Place and one on 97th Street.
- Meet sewer, water with drywells and dry utility requirements. All proposed sewer lines on Kalmia and 99th Place will meet the City requirements for the proposed developments. Proposed water line in Kalmia will meet the LADWP requirements and serves the water needs for the project and street. The proposed storm drain line in Kalmia and 99th Place will meet the City requirements and County's connection into the existing Glen Ave storm drain. Drywells will be installed for reduction of storm flow to meet the 0.82CFS per acre LACPW requirement into Glen Ave Storm drain. All dry utilities (electrical, power, gas, cable, phone) will meet the requirements of LADWP, SCG and prevailing owners.

DEVELOPMENT MILESTONES:

Preconstruction Meeting	On or about 30 days after Closing
Notice to Proceed	on or about 30 days after closing
Commencement of Construction	on or about 30 days after closing

Completion of Construction	December 31, 2023
Final Occupancy	April 30, 2024
Permanent Conversion	August 1, 2024

EXHIBIT D

Schedule of Performance for the Improvements

[attached]

Exhibit 9 (D-1)

SCHEDULE OF PERFORMANCE

JORDAN DOWNS Phase H2A/3A

Activity:	**Date Not Later Than:**	
Preconstruction Meeting:	30 days post-closing	
Notice to Proceed:	30 days post-closing	
Construction Commencement:	45 days post-closing	
Section 3 Compliance Reporting:	Monthly Beginning on April 30, 2022 and continuing until 30 days after construction completion	
Marketing and Tenant Selection Plan submittal to HACLA:	2/28/2023	
Marketing and Lease-Up Activities begin:	5/1/2023	
Improvement/Unit Deliveries:		Number of Units:
Residential Building	12/31/2023	76
B-Permit Street Improvements	12/31/2023	
Final Certificate of Completion:	12/31/2023	
Submit Final Section 3 Documentation:	1/31/2024	
Lease-Up Completion:	5/31/2024	
Permanent Loan Conversion:	9/30/2024	
Receive 8609:	12/31/2025	

EXHIBIT E-1

Draw Schedule

[attached]

Jordan Downs 3A

Monthly Draw Schedule - Construction Period

MOS. TO COMPLETION 18
MOS. TO CONVERSION 26
Retention 10.00%

Balance of Construction Phase (Less Retention)			90.00%	85.00%	80.00%	75.00%	70.00%	65.00%	60.00%	55.00%	50.00%	45.00%	40.00%	35.00%	30.00%	25.00%	20.00%	15.00%	10.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%					
Percentage of Hard Costs by Month			*3.00%*	*4.00%*	*7.00%*	*8.00%*	*9.00%*	*10.00%*	*10.00%*	*9.00%*	*6.00%*	*6.00%*	*5.00%*	*5.00%*	*4.00%*	*4.00%*	*3.00%*	*2.00%*	*2.00%*	*3.00%*	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%					
		Initial Close																		Completion		Retention						Conversion				Form 8609				
		1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*	*22*	*23*	*24*	*25*	*26*	*27*	*28*	*29*	*30*	*31*			
USES OF FUNDS	**TOTAL**	**4/1/2022**	**5/1/2022**	**6/1/2022**	**7/1/2022**	**8/1/2022**	**9/1/2022**	**10/1/2022**	**11/1/2022**	**12/1/2022**	**1/1/2023**	**2/1/2023**	**3/1/2023**	**4/1/2023**	**5/1/2023**	**6/1/2023**	**7/1/2023**	**8/1/2023**	**9/1/2023**	**10/1/2023**	**11/1/2023**	**12/1/2023**	**1/1/2024**	**2/1/2024**	**3/1/2024**	**4/1/2024**	**5/1/2024**	**6/1/2024**	**7/1/2024**	**8/1/2024**	**9/1/2024**	**10/1/2024**	**TOTAL**	**CHECK**
ACQUISITION COSTS																																			
Land - Jordan Downs 3A	3,190,000	3,190,000																														3,190,000	0
Land Holding Costs	14,750	14,750																														14,750	0
HARD COSTS																																			
NEW CONSTRUCTION																																			
Hard Costs-Unit Construction	29,675,706		890,271	1,187,028	2,077,299	2,374,056	2,670,814	2,967,571	2,967,571	2,670,814	1,780,542	1,780,542	1,483,785	1,483,785	1,187,028	1,187,028	890,271	593,514	593,514	890,271	0	0	0	0	0	0	0	0	0	0	0	0	29,675,706	0
Personal Property in Construction Contract	400,000		12,000	16,000	28,000	32,000	36,000	40,000	40,000	36,000	24,000	24,000	20,000	20,000	16,000	16,000	12,000	8,000	8,000	12,000	0	0	0	0	0	0	0	0	0	0	0	0	400,000	0
Site Improvements/Landscape	1,589,608		47,688	63,584	111,273	127,169	143,065	158,961	158,961	143,065	95,376	95,376	79,480	79,480	63,584	63,584	47,688	31,792	31,792	47,688	0	0	0	0	0	0	0	0	0	0	0	0	1,589,608	0
GC - General Conditions	1,664,672		49,940	66,587	116,527	133,174	149,820	166,467	166,467	149,820	99,880	99,880	83,234	83,234	66,587	66,587	49,940	33,293	33,293	49,940	0	0	0	0	0	0	0	0	0	0	0	0	1,664,672	0
GC - Overhead & Profit	2,058,644		61,759	82,346	144,105	164,692	185,278	205,864	205,864	185,278	123,519	123,519	102,932	102,932	82,346	82,346	61,759	41,173	41,173	61,759	0	0	0	0	0	0	0	0	0	0	0	0	2,058,644	0
GC - Insurance	111,817		3,355	4,473	7,827	8,945	10,064	11,182	11,182	10,064	6,709	6,709	5,591	5,591	4,473	4,473	3,355	2,236	2,236	3,355	0	0	0	0	0	0	0	0	0	0	0	0	111,817	0
GC - Bond Premium	372,722	372,722																														372,722	0
Contingency - Owner's Construction	1,793,658		53,810	71,746	125,556	143,493	161,429	179,366	179,366	161,429	107,619	107,619	89,683	89,683	71,746	71,746	53,810	35,873	35,873	53,810	0	0	0	0	0	0	0	0	0	0	0	0	1,793,658	0
REHAB																																			
SOFT COSTS																																			
Architecture - Design	1,130,000	904,000	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	12,556	0	0	0	0	0	0	0	0	0	0	0	0	1,130,000	0
Design/Engineering - Landscape	75,000	60,000	450	600	1,050	1,200	1,350	1,500	1,500	1,350	900	900	750	750	600	600	450	300	300	450	0	0	0	0	0	0	0	0	0	0	0	0	75,000	0
Design/Engineering - Civil	170,000	136,000	1,020	1,360	2,380	2,720	3,060	3,400	3,400	3,060	2,040	2,040	1,700	1,700	1,360	1,360	1,020	680	680	1,020	0	0	0	0	0	0	0	0	0	0	0	0	170,000	0
Design/Engineering - Acoustic	25,000	20,000	150	200	350	400	450	500	500	450	300	300	250	250	200	200	150	100	100	150	0	0	0	0	0	0	0	0	0	0	0	0	25,000	0
Design/Engineering - Signage	35,000	28,000	210	280	490	560	630	700	700	630	420	420	350	350	280	280	210	140	140	210	0	0	0	0	0	0	0	0	0	0	0	0	35,000	0
Phase 2A Utility Reimbursement	57,938	46,350	644	644	644	644	644	644	644	644	644	644	644	644	644	644	644	644	644	644	0	0	0	0	0	0	0	0	0	0	0	0	57,938	(0)
Geotech/Soils Report	60,000	60,000																															60,000	0
Phase I/II/Toxics Report	15,000	15,000																															15,000	0
ALTA Survey	20,000	20,000																															20,000	0
Special Inspections/Testing	80,000	40,000	1,200	1,600	2,800	3,200	3,600	4,000	4,000	3,600	2,400	2,400	2,000	2,000	1,600	1,600	1,200	800	800	1,200	0	0	0	0	0	0	0	0	0	0	0	0	80,000	0
HACLA Legal/Consultanting fees	150,000	150,000																															150,000	0
HACLA Prevailing Wage Monitoring	50,000	50,000																															50,000	0
LEED / HERS Rater	50,000		1,500	2,000	3,500	4,000	4,500	5,000	5,000	4,500	3,000	3,000	2,500	2,500	2,000	2,000	1,500	1,000	1,000	1,500	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
Owner's Rep / Construction Supervision	250,000		7,500	10,000	17,500	20,000	22,500	25,000	25,000	22,500	15,000	15,000	12,500	12,500	10,000	10,000	7,500	5,000	5,000	7,500	0	0	0	0	0	0	0	0	0	0	0	0	250,000	0
Consultant: Entitlement	60,000	60,000																															60,000	0
Consultant: Reimbursables	61,256	61,256																															61,256	0
HACLA Relocation Services	220,000	85,008																									134,992						220,000	0
Local Development Impact Fees	1,140,000	1,140,000																															1,140,000	0
Local Permits/Fees	839,600	839,600																															839,600	0
Utility Connection Fees	60,000	60,000																															60,000	0
Real Estate Taxes During Const	20,000	20,000																															20,000	0
Insurance During Const	1,254,699	1,254,699																															1,254,699	0
Appraisal	30,000	30,000																															30,000	0
Market/Rent Comp Study	15,000	15,000																															15,000	0
Masterplanning Reimbursement	250,000	250,000																															250,000	0
Local Lender Fees	48,220	48,220																															48,220	0
HACLA Compliance Fee	220,000	85,008																									134,992						220,000	0
Misc Admin	45,000	45,000																															45,000	0
Soft Cost Contingency	370,761	185,381	5,561	7,415	12,977	14,830	16,684	18,538	18,538	16,684	11,123	11,123	9,269	9,269	7,415	7,415	5,561	3,708	3,708	5,561	0	0	0	0	0	0	0	0	0	0	0	0	370,761	0
Predev. Loan Interest/Fees	75,000	75,000																															75,000	0
Construction Loan Interest	1,534,961	0	0	0	2,708	7,448	12,912	18,518	28,891	38,671	44,984	51,315	56,634	61,967	66,286	70,616	73,930	76,224	78,525	81,860	82,082	82,305	82,529	82,753	82,977	83,203	83,429	184,195					1,534,961	0
Accrued Interest - HACLA Ground Lease Note	151,331	0	5,692	5,702	5,712	5,722	5,733	5,743	5,753	5,763	5,773	5,784	5,794	5,804	5,815	5,825	5,835	5,846	5,856	5,867	5,877	5,888	5,898	5,909	5,919	5,930	5,940	5,951					151,331	0
Accrued Interest - HACLA Gap Loan	71,159	0	2,676	2,681	2,686	2,691	2,696	2,700	2,705	2,710	2,715	2,720	2,724	2,729	2,734	2,739	2,744	2,749	2,754	2,759	2,764	2,768	2,773	2,778	2,783	2,788	2,793	2,798					71,159	0
Accrued Interest - Choice Neighborhood Initiative (CNI)	301,329	0	7,627	9,915	11,623	11,640	11,658	11,675	11,693	11,710	11,727	11,745	11,762	11,780	11,797	11,815	11,833	11,850	11,868	11,886	11,903	11,921	11,939	11,957	11,974	11,992	12,010	12,028					301,329	0
Title/Recording/Escrow - Construction	25,000	25,000																															25,000	0
Title/Recording/Escrow - Permanent	25,000																											25,000					25,000	0
Legal (Owner): Construction Closing	230,000	230,000																															230,000	0
Organization of Ptnshp	7,500	7,500																															7,500	0
Syndication - GP	20,000	20,000																															20,000	0
Syndication - LP	20,000	20,000																															20,000	0
Syndication Consulting	80,000	80,000																															80,000	0
Audit/Cost Certification	76,000																											76,000					76,000	0
TCAC Application/Res/Monitoring Fee	133,160	102,000																										31,160					133,160	0
Marketing/Lease up/start-up	350,000																											350,000					350,000	0
Furnishings Not in Contract	150,000									150,000																							150,000	0
Capitalized Operating Reserve (3 mos.)	683,020																											683,020					683,020	0
Developer Fee	2,200,000	850,000						0		0		0												0				1,100,000				250,000	2,200,000	0
COSTS OF ISSUANCE/FINANCING FEES																																			
Construction Lender Origination Fee	158,311	158,311																															158,311	0
Construction Lender Expenses	35,000	35,000																															35,000	0
Construction Lender Counsel	65,000	65,000																															65,000	0
Permanent Lender Expenses	19,827	19,827																															19,827	0
Permanent Lender Counsel	60,000	60,000																															60,000	0
Permanent Loan Origination Fee	70,356	70,356																															70,356	0
Repayment of Construction Loan	31,662,288																										31,662,288					31,662,288	0
TOTAL DEVELOPMENT COSTS	85,878,294	11,103,988	1,165,609	1,546,717	2,687,563	3,071,140	3,455,441	3,839,884	3,850,290	3,631,297	2,351,229	2,357,591	1,984,138	1,989,504	1,615,051	1,619,414	1,243,956	867,478	869,812	1,251,985	102,626	102,882	103,139	103,396	103,654	103,913	104,172	34,402,424	0	0	0	250,000	0	85,878,294	(0)
Total Uses Less Construction Loan	54,216,006																																		
SOURCES OF FUNDS																																			
CONSTRUCTION PERIOD SOURCES																																			
Construction Loan	31,662,288	0	0	0	1,000,000	1,750,000	2,017,612	2,069,766	3,830,139	3,611,114	2,331,013	2,337,343	1,963,857	1,969,190	1,594,704	1,599,035	1,223,544	847,033	849,334	1,231,474	82,082	82,305	82,529	82,753	82,977	83,203	83,429	857,852					31,662,288	0
GP Capital (Other)	100	100																															100	0
LP Capital	2,449,755	2,449,755																															2,449,755	0
HACLA Ground Lease Note	3,190,000	3,190,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					3,190,000	0
Accrued Deferred Interest - HACLA Ground Lease Note	151,331		5,692	5,702	5,712	5,722	5,733	5,743	5,753	5,763	5,773	5,784	5,794	5,804	5,815	5,825	5,835	5,846	5,856	5,867	5,877	5,888	5,898	5,909	5,919	5,930	5,940	5,951					151,331	0
HACLA Gap Loan	1,500,000	1,500,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					1,500,000	0
Accrued Deferred Interest - HACLA Gap Loan	71,159		2,676	2,681	2,686	2,691	2,696	2,700	2,705	2,710	2,715	2,720	2,724	2,729	2,734	2,739	2,744	2,749	2,754	2,759	2,764	2,768	2,773	2,778	2,783	2,788	2,793	2,798					71,159	0
Choice Neighborhood Initiative (CNI)	7,778,537	3,964,133	1,149,614	1,528,419	1,136,371	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					7,778,537	0
Accrued Deferred Interest - Choice Neighborhood Initiative (CNI)	301,329		7,627	9,915	11,623	11,640	11,658	11,675	11,693	11,710	11,727	11,745	11,762	11,780	11,797	11,815	11,833	11,850	11,868	11,886	11,903	11,921	11,939	11,957	11,974	11,992	12,010	12,028					301,329	0
IIG	5,000,000	0	0	0	531,171	1,301,086	1,417,743	1,750,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					5,000,000	0
Deferred Developer Fee																																	0	0
SUBTOTAL - CONSTRUCTION SOURCES	52,104,499	11,103,988	1,165,609	1,546,717	2,687,563	3,071,140	3,455,441	3,839,884	3,850,290	3,631,297	2,351,229	2,357,591	1,984,138	1,989,504	1,615,051	1,619,414	1,243,956	867,478	869,812	1,251,985	102,626	102,882	103,139	103,396	103,654	103,913	104,172	878,629				0			
																																0			
PERMANENT TAKEOUT SOURCES (includes released collateral)																																0			
Conventional Perm Loan - A/B Tranche	11,726,000																											11,726,000					11,726,000	0
LP Capital - Conversion Portion	22,047,795																											21,797,795				250,000	22,047,795	0
SUBTOTAL - PERM TAKEOUT SOURCES	33,773,795	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33,523,795	0	0	0	250,000	33,773,795	0

Jordan Downs 3A

Monthly Draw Schedule - Construction Period

																																			MOS. TO COMPLETION	18	
																																			MOS. TO CONVERSION	26	
Balance of Construction Phase (Less Retention)			90.00%	85.00%	80.00%	75.00%	70.00%	65.00%	60.00%	55.00%	50.00%	45.00%	40.00%	35.00%	30.00%	25.00%	20.00%	15.00%	10.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		Retention	10.00%	
Percentage of Hard Costs by Month			*3.00%*	*4.00%*	*7.00%*	*8.00%*	*9.00%*	*10.00%*	*10.00%*	*9.00%*	*6.00%*	*6.00%*	*5.00%*	*5.00%*	*4.00%*	*4.00%*	*3.00%*	2.00%	2.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
		Initial Close																		Completion		Retention						Conversion				Form 8609					
		1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*	*22*	*23*	*24*	*25*	*26*	*27*	*28*	*29*	*30*	*31*				
USES OF FUNDS	**TOTAL**	**4/1/2022**	**5/1/2022**	**6/1/2022**	**7/1/2022**	**8/1/2022**	**9/1/2022**	**10/1/2022**	**11/1/2022**	**12/1/2022**	**1/1/2023**	**2/1/2023**	**3/1/2023**	**4/1/2023**	**5/1/2023**	**6/1/2023**	**7/1/2023**	**8/1/2023**	**9/1/2023**	**10/1/2023**	**11/1/2023**	**12/1/2023**	**1/1/2024**	**2/1/2024**	**3/1/2024**	**4/1/2024**	**5/1/2024**	**6/1/2024**	**7/1/2024**	**8/1/2024**	**9/1/2024**	**10/1/2024**	**TOTAL**	**CHECK**				
TOTAL SOURCES	85,878,294	11,103,988	1,165,609	1,546,717	2,687,563	3,071,140	3,455,441	3,839,884	3,850,290	3,631,297	2,351,229	2,357,591	1,984,138	1,989,504	1,615,051	1,619,414	1,243,956	867,478	869,812	1,251,985	102,626	102,882	103,139	103,396	103,654	103,913	104,172	34,402,424	0	0	0	250,000	33,773,795	0			
check	(0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(0)	0	0	0	0				
CONSTRUCTION BOND INTEREST SCHEDULE		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%				
Beginning Balance		0	0	0	0	1,000,000	2,750,000	4,767,612	6,837,378	10,667,517	14,278,631	16,609,644	18,946,987	20,910,844	22,880,035	24,474,739	26,073,774	27,297,318	28,144,352	28,993,685	30,225,159	30,307,241	30,389,546	30,472,075	30,554,827	30,637,805	30,721,007	30,804,436	0	0	0	0						
Loan Disbursement		0	0	0	1,000,000	1,750,000	2,017,612	2,069,766	3,830,139	3,611,114	2,331,013	2,337,343	1,963,857	1,969,190	1,594,704	1,599,035	1,223,544	847,033	849,334	1,231,474	82,082	82,305	82,529	82,753	82,977	83,203	83,429	(30,804,436)	0	0	0	0						
Interest Due Current Period	3.250%	0	0	0	2,708	7,448	12,912	18,518	28,891	38,671	44,984	51,315	56,634	61,967	66,286	70,616	73,930	76,224	78,525	81,860	82,082	82,305	82,529	82,753	82,977	83,203	83,429	0	0	0	0	0	TOTAL	BASIS			
Interest Paid Current Period		0	0	0	2,708	7,448	12,912	18,518	28,891	38,671	44,984	51,315	56,634	61,967	66,286	70,616	73,930	76,224	78,525	81,860	82,082	82,305	82,529	82,753	82,977	83,203	83,429	0	0	0	0	0	1,350,767	771,490			
Ending Balance		0	0	0	1,000,000	2,750,000	4,767,612	6,837,378	10,667,517	14,278,631	16,609,644	18,946,987	20,910,844	22,880,035	24,474,739	26,073,774	27,297,318	28,144,352	28,993,685	30,225,159	30,307,241	30,389,546	30,472,075	30,554,827	30,637,805	30,721,007	30,804,436	0	0	0	0	0					
Cumulative Interest Paid		0	0	0	2,708	10,156	23,069	41,586	70,478	109,149	154,133	205,448	262,082	324,048	390,334	460,951	534,881	611,105	689,630	771,490	853,572	935,877	1,018,405	1,101,158	1,184,135	1,267,338	1,350,767	1,350,767	1,350,767	1,350,767	1,350,767	1,350,767					

EXHIBIT E-2

Form of Draw Request

[attached]

USES OF FUNDS
DRAW SUMMARY
BUDGET

Borrower:	**JORDAN DOWNS PHASE 3, LP**					**Loan No.**			**Date:**	__/__/2018	
Project:	**Jordan Downs Phase H2A**								**Requisition:**	1	
Item No.	**Item Description**	**Closing (Budget)**	**Previous Changes**	**Current Changes**	**Revised (Budget)**	**HACLA Loan**	**Previous Applications**	**This Application**	**Total Completed & Drawn to Date**	**Percent Complete**	**Balance to Finish + Retainage**
A	B	C	D	E	F	G	J	K	L	M	N
	USES				**[C + D + E]**		**[K Prev. Draw]**		**[J + K]**	**[L / F]**	**[F - L]**
	Development Uses										
	Acquisition Cost										
1	Upfront Ground Lease payment										
	Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**
	A. Development Construction Costs										
2	Residential Construction				0.00	0.00	0.00		0.00		0.00
	Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**
	B. Development Soft Costs										
3	Upfront Ground Lease payment				0.00	0.00			0.00		**0.00**
4	Architect & Engineering				0.00	0.00			0.00		**0.00**
5	PHA Legal				0.00	0.00			0.00		**0.00**
6	Permits				0.00	0.00			0.00		**0.00**
7	Appraisal				0.00	0.00			0.00		**0.00**
8	Insurance				0.00	0.00			0.00		**0.00**
9	Consultants				0.00	0.00			0.00		**0.00**
10	Tax Credit Fees				0.00	0.00			0.00		**0.00**
11	Impact Fees										
12											
13											
14											
	Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**
	TOTAL USES	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**
	SOURCES										
	HACLA Loan				0.00	0.00	0.00	0.00	0.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
	TOTAL SOURCES	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**

CERTIFICATION BY BORROWER:
We hereby certify that to the best of our knowledge and belief, this requisition, and its supporting financial report, is true in all respects and the amounts shown on the attached invoices are eligible for disbursement at this time in accordance with the provisions of the HACLA Loan Documents including the Loan Agreement.

Authorized Signer for Borrower: JORDAN DOWNS PHASE 3, LP

By: _____
Kimberly McKay
Its: Executive Vice President

JORDAN DOWNS PHASE H2A
PREDEVELOPMENT DRAW 1

Date	Invoice	Vendor	Invoice Amount	Draw Request	Check No.	Date
Architectural & Design						
				$ -		
				$ -		
		TOTAL Architectural & Design	**$ -**	**$ -**		
Environmental Review						
				$ -		
		TOTAL Environmental Review	**$ -**	**$ -**		
Permits Fees - Government Agencies						
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
		TOTAL Permits & Fees - Government Agencies	**$ -**	**$ -**		
Legal/Accounting						
				$ -		
				$ -		
				$ -		
		TOTAL Misc.	**$ -**	**$ -**		
Miscellaenous A/E Fees						
				$ -		
		TOTAL Miscellaenous A/E Fees	**$ -**	**$ -**		
		TOTAL COSTS		**$ -**		

EXHIBIT F

Distribution of Net Cash Flow

Capitalized terms used in this Exhibit A, but not defined in the Note, shall have thing meaning set forth in the Amended and Restated Agreement of Limited Partnership of even date herewith ("**Partnership Agreement**"). From and after Conversion, Net Cash Flow for each fiscal year (or fractional portion thereof) shall be distributed within ninety (90) days after the end of each fiscal year, in the following order of priority:

First, to the Investor Limited Partner until the total amount received pursuant to Section 4.02(a)(i) and Section 4.02(b)(ii) of the Partnership Agreement equals the amount of any Downward Adjuster payable under Section 3.05 of the Partnership Agreement, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually;

Second, to repay any Limited Partner Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Third, to the payment of the Asset Management Fee, subject to any limit on "Project Fees" payable to the Investor Limited Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued from all prior years);

Fourth, unless the Compliance Period has expired, after the date that the Operating Reserve has been reduced below $683,020, to restore the Operating Reserve to such amount;

Fifth, to the payment of any amounts then owed with respect to the Developer Loan to the extent permitted pursuant to the HACLA Loans and the Ground Lease;

Sixth, to the General Partner to repay any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Seventh, to pay any outstanding Deferred Management Fee to the Management Agent;

Eighth, to pay any current or unpaid GP Asset Management Fees, subject to Section 7.03 of the Partnership Agreement and subject to any limit on "Project Fees" payable to the General Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued in all prior years); and

Ninth, 60% of Cash Flow shall be applied towards the HACLA Loans as follows: (I) 100% toward payment of the HACLA Acquisition Loan, until all principal and interest are repaid, and thereafter, (II) 100% toward payment of the HACLA Bridge Loan, until all principal and interest are repaid, and thereafter, and (III) 100% toward payment of the HACLA CNI Loan, until all principal and interest are repaid;

Then, whether as a result of any limitation under the Ground Lease or the HACLA Loans, HCD regulations or otherwise, remaining Cash Flow shall be applied in the order of priority as follows:

Tenth, to the payment of any unpaid balance of Downward Adjusters, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually, and LP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the Investor Limited Partner pursuant to Section 4.02(a)(i) of the Partnership Agreement (as a result of any limitation under the Ground Lease or the HACLA Loans);

Eleventh, to repay any Limited Partner Loans;

Twelfth, to the payment of any amounts then owed with respect to the Developer Loan;

Thirteenth, to the payment of any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Fourteenth, to pay any outstanding Deferred Management Fee to the Management Agent;

Fifteenth, to the payment of any unpaid balance of the GP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the General Partner pursuant to Section 4.02(a)(viii) of the Partnership Agreement (as a result of any limitation under the Ground Lease or regulations related to the HACLA Loans);

Sixteenth, on a pari passu basis as follows: (I) 10% of such remaining Cash Flow to the Investor Limited Partner as a distribution of Cash Flow and (II) 90% of such remaining Cash Flow to pay the GP Incentive Management Fee (subject to any applicable limitation on the amount of the GP Incentive Management Fees); and

Seventeenth, the balance shall be distributed (I) prior to the HACLA Loan Repayment, to the General Partner, and (II) after the HACLA Loan Repayment, 65% to the General Partner and 35% to the Class A Limited Partner.

EXHIBIT G

CNI Subgrantee and Contractor Certification and Assurances

[attached]

Subgrantee and Contractor
Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all Subgrantees and Contractors on Choice Neighborhoods projects sign this "Certifications and Assurances" form certifying that they will comply with the applicable federal requirements described below. Any applicable federal law, regulation, or other federal requirement continues to apply to the Grantee, Subgrantee and/or Contractor notwithstanding its omission from this Certification and Assurances form. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Subgrantees**: These are organizations to which the Grantee has awarded a grant from the Choice Neighborhoods grant that the Grantee received from HUD. The subgrantee is accountable to the Grantee for the use of the funds provided, but the Grantee is ultimately accountable to HUD.
- **Contractors**: This includes any for-profit contractor, consultant, service provider, or supplier that the Grantee contracts with for goods or services on any Choice Neighborhoods project.

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

(5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

(6) Notice of awarding agency requirements and regulations pertaining to reporting.

(7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, 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 contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).).

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.

(13) Any applicable requirement listed in the Choice Neighborhoods Implementation Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than $10,000 or imprisoned for not more than five years, or both.

Return this form to:

Grantee Name Housing Authority of the City of Los Angeles

Address 2600 Wilshire Boulevard

City, State, ZIP Code Los Angeles, California 90057

EXHIBIT H-1

Form of Authority CNI Note

[attached]

AUTHORITY CNI NOTE
(Jordan Downs Phase H2A)

$7,324,100.00 Los Angeles, California
As of [April ___], 2022

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay the principal sum of up to Seven Million Three Hundred Twenty-Four Thousand One Hundred Dollars ($7,324,100.00) (the "**Authority CNI Loan**"), or so much thereof as may be advanced to the Borrower pursuant to this Authority CNI Note (this "**Note**") and that certain Authority Loan Agreement by and between the Borrower and the Housing Authority of the City of Los Angeles (the "**Lender**") dated as of even date herewith (the "**Loan Agreement**"), with interest as provided herein from the date above upon the unpaid balance of this Note, in lawful money of the United States.

(1) Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

(2) Funds shall be advanced during the term hereof in accordance with Section 2.7 of the Loan Agreement and the CNI Requirements.

(3) Payment Terms.

(a) All payments due under this Note shall be paid to the order of the Housing Authority of the City of Los Angeles at 2600 Wilshire Boulevard, Los Angeles, CA 90057 or at such other place as the Lender hereof may from time to time designate in writing.

(b) This Note shall bear simple interest at three percent (3%) per annum, commencing at Closing.

(c) Commencing the year following Conversion, any remaining unpaid principal and interest under the Authority CNI Loan shall be due and payable from Net Cash Flow to the extent available, pursuant to Exhibit A hereto. Such payments shall be applied first to accrued interest, if any, then to principal, and shall be payable annually not later than one hundred twenty (120) days following the end of each fiscal year for the prior annual fiscal period. Notwithstanding the foregoing, if the general partner(s) of the Borrower are removed pursuant to the Partnership Agreement, no further payments shall be due until the Loan Maturity Date. Any remaining unpaid principal and interest on the Authority CNI Loan shall be due and payable on the Loan Maturity Date. The entire principal balance of and all interest accrued on the Authority CNI Loan may be prepaid at any time, without charge or penalty.

(4) Payment of this Note is secured by an Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing – Authority Loans (the "**Deed of Trust**") of even date herewith between the Borrower and the Lender, encumbering a leasehold interest in certain real property and fee interest in certain improvements located in the

City of Los Angeles, County of Los Angeles, State of California, recorded in the official land records of the County of Los Angeles, as well as by other instruments defined in the Loan Agreement as the Loan Documents.

(5) Default.

(a) Subject to the notice and cure periods set forth in the Loan Agreement, any of the following shall constitute an "event of default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) The occurrence of any "Default" under the Loan Agreement as defined therein, "Event of Default" under the Deed of Trust as defined therein, or breach or violation of any other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Agreement or the Deed of Trust, following the expiration of notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 5(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(6) Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reason whatsoever.

(7) Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Lender and the Borrower may hereinafter designate. Copies of notices to the Borrower from the Lender shall also be provided by the Lender to any limited partner of the Borrower who requests such notice in writing and provides the Lender with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Authority CNI Loan. It may not be modified except upon written consent of the parties.

(g) Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Authority CNI Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, this Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender thereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Lender under Sections 4.7 and 7.4 of the Loan Agreement, or for

liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

(h) Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the Authority CNI Loan contemplated by this Note shall be subordinate and junior to all liens, claims, charges, and priorities related to the deeds of trust securing the Construction Loan and the Permanent Loan.

(i) Exhibit A, attached hereto, is hereby incorporated into this Note.

[signature page(s) to follow]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT A

Distribution of Net Cash Flow

Capitalized terms used in this Exhibit A, but not defined in the Note, shall have thing meaning set forth in the Amended and Restated Agreement of Limited Partnership of even date herewith ("**Partnership Agreement**"). From and after Conversion, Net Cash Flow for each fiscal year (or fractional portion thereof) shall be distributed within ninety (90) days after the end of each fiscal year, in the following order of priority:

First, to the Investor Limited Partner until the total amount received pursuant to Section 4.02(a)(i) and Section 4.02(b)(ii) of the Partnership Agreement equals the amount of any Downward Adjuster payable under Section 3.05 of the Partnership Agreement, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually;

Second, to repay any Limited Partner Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Third, to the payment of the Asset Management Fee, subject to any limit on "Project Fees" payable to the Investor Limited Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued from all prior years);

Fourth, unless the Compliance Period has expired, after the date that the Operating Reserve has been reduced below $683,020, to restore the Operating Reserve to such amount;

Fifth, to the payment of any amounts then owed with respect to the Developer Loan to the extent permitted pursuant to the HACLA Loans and the Ground Lease;

Sixth, to the General Partner to repay any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Seventh, to pay any outstanding Deferred Management Fee to the Management Agent;

Eighth, to pay any current or unpaid GP Asset Management Fees, subject to Section 7.03 of the Partnership Agreement and subject to any limit on "Project Fees" payable to the General Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued in all prior years); and

Ninth, 60% of Cash Flow shall be applied towards the HACLA Loans as follows: (I) 100% toward payment of the HACLA Acquisition Loan, until all principal and interest are repaid, and thereafter, (II) 100% toward payment of the HACLA Bridge Loan, until all principal and interest are repaid, and thereafter, and (III) 100% toward payment of the HACLA CNI Loan, until all principal and interest are repaid;

Then, whether as a result of any limitation under the Ground Lease or the HACLA Loans, HCD regulations or otherwise, remaining Cash Flow shall be applied in the order of priority as follows:

Tenth, to the payment of any unpaid balance of Downward Adjusters, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually, and LP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the Investor Limited Partner pursuant to Section 4.02(a)(i) of the Partnership Agreement (as a result of any limitation under the Ground Lease or the HACLA Loans);

Eleventh, to repay any Limited Partner Loans;

Twelfth, to the payment of any amounts then owed with respect to the Developer Loan;

Thirteenth, to the payment of any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Fourteenth, to pay any outstanding Deferred Management Fee to the Management Agent;

Fifteenth, to the payment of any unpaid balance of the GP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the General Partner pursuant to Section 4.02(a)(viii) of the Partnership Agreement (as a result of any limitation under the Ground Lease or regulations related to the HACLA Loans);

Sixteenth, on a pari passu basis as follows: (I) 10% of such remaining Cash Flow to the Investor Limited Partner as a distribution of Cash Flow and (II) 90% of such remaining Cash Flow to pay the GP Incentive Management Fee (subject to any applicable limitation on the amount of the GP Incentive Management Fees); and

Seventeenth, the balance shall be distributed (I) prior to the HACLA Loan Repayment, to the General Partner, and (II) after the HACLA Loan Repayment, 65% to the General Partner and 35% to the Class A Limited Partner.

EXHIBIT H-3

Form of Authority IIG Note

[attached]

AUTHORITY IIG NOTE
(Jordan Downs Phase H2A)

$5,000,000.00 Los Angeles, California
As of April ___, 2022

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay the principal sum of up to Five Million Dollars ($5,000,000) (the "**Authority IIG Loan**"), or so much thereof as may be advanced to the Borrower pursuant to this Authority IIG Note (this "**Note**") and that certain Authority Loan Agreement by and between the Borrower and the Housing Authority of the City of Los Angeles (the "**Lender**") dated as of even date herewith (the "**Loan Agreement**"), with interest as provided herein from the date above upon the unpaid balance of this Note, in lawful money of the United States.

(1) Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

(2) Funds shall be advanced during the term hereof in accordance with Section 2.7 of the Loan Agreement and the IIG Requirements.

(3) Payment Terms.

(a) All payments due under this Note shall be paid to the order of the Housing Authority of the City of Los Angeles at 2600 Wilshire Boulevard, Los Angeles, CA 90057 or at such other place as the Lender hereof may from time to time designate in writing.

(b) This Note shall not bear interest.

(c) All principal owed under this Note is due in full on the earlier to occur of: (i) the date of any Default, (ii) the Loan Maturity Date, and (iii) any sale, transfer, assignment, or conveyance of the Property except to an affiliate of the Lender. The entire principal balance of and all interest accrued on the Authority IIG Loan may be prepaid at any time, without charge or penalty.

(4) Payment of this Note is secured by an Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing – Authority Loans (the "**Deed of Trust**") of even date herewith between the Borrower and the Lender, encumbering a leasehold interest in certain real property and fee interest in certain improvements located in the City of Los Angeles, County of Los Angeles, State of California, recorded in the official land records of the County of Los Angeles, as well as by other instruments defined in the Loan Agreement as the Loan Documents.

(5) Default.

(a) Subject to the notice and cure periods set forth in the Loan Agreement, any of the following shall constitute an "event of default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) The occurrence of any "Default" under the Loan Agreement as defined therein, "Event of Default" under the Deed of Trust, as defined therein, or breach or violation of any other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Agreement or the Deed of Trust, following the expiration of notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 5(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(6) Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reason whatsoever.

(7) Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Lender and the Borrower may hereinafter designate. Copies of notices to the Borrower from the Lender shall also be provided by the Lender to any limited partner of the Borrower who requests such notice in writing and provides the Lender with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Authority IIG Loan. It may not be modified except upon written consent of the parties.

(g) Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Authority IIG Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, this Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender thereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Lender under Sections 4.7 and 7.4 of the Loan Agreement, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the

exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

(h) Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the Authority IIG Loan contemplated by this Note shall be subordinate and junior to all liens, claims, charges, and priorities related to the deeds of trust securing the Construction Loan and the Permanent Loan.

[signature page(s) to follow]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT I

PERFORMANCE AND COMPLETION GUARANTY

This Authority Performance and Completion Guaranty (this "**Guaranty**") is made as of this first day of [April ___], 2022 by BRIDGE Housing Corporation, a California nonprofit public benefit corporation (the "**Guarantor**"), in favor of the Housing Authority of the City of Los Angeles, a public body corporate and politic organized and existing under the laws of the State of California (the "**Authority**").

PREAMBLE

A. Guarantor is a member and manager of JD Housing 3, LLC, which is the general partner of Jordan Downs 3, LP ("**Borrower**"). The Borrower was formed for the purposes of acquiring, developing, constructing, maintaining, operating and leasing the Project as such term is defined in that certain Authority Loan Agreement of substantially even date herewith ("**Loan Agreement**").

B. Authority is making available to the Borrower multiple loans to fund the development of the Project (collectively, the "**Loan**") pursuant to the Loan Agreement and, as a condition to providing such funding, requires that it receive from the Guarantor its assurance that the Project will be completed.

C. Guarantor will benefit from Authority making the Loan available to the Owner.

D. Guarantor is willing to provide such a guaranty on the terms set forth in this Guaranty.

GUARANTY

In consideration of the premises and their mutual covenants contained herein, the parties hereto agree as follows with the intent to be legally bound.

1. Representations and Warranties. Guarantor makes the following representations and warranties, which, except for those made in Sections 2(d) and 2(f) hereof, shall be continuing representations and warranties until this Guaranty terminates in accordance with the provisions contained herein.

(a) Existence and Rights. Guarantor is duly formed under the laws of the state in which it was organized without limitation as to the duration of its existence and is in good standing. Guarantor has the power and adequate authority, rights to own its property and to carry on its business as now owned by it or as the business conducted by it makes such qualification necessary, including without limitation authority, rights granted by the State of California, and Guarantor has the power and adequate authority to make and carry out this Guaranty.

(b) Guaranty Authorized and Binding. The execution, delivery and performance of this Guaranty is duly authorized and does not require any consent or approval of any governmental body or other regulatory authority which has not been obtained; is not in contravention of, or in conflict with, any law or regulation or any term or provision of the Borrower's Amended and Restated Limited Partnership Agreement (the "**Partnership Agreement**") or Guarantor's organizational documents; and this Guaranty is a valid and legally binding obligation of Guarantor enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights.

(c) No Conflict. The execution and delivery of this Guaranty is not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor is a party or by which Guarantor is or may be bound or affected and does not, and will not, cause any security interest, lien or other encumbrance to be created or imposed upon any such property.

(d) Litigation. There is, as of the date hereof, no litigation or other proceeding pending or, to the best of Guarantor's knowledge, threatened against, or affecting Guarantor except as set forth on Exhibit A which, if determined adversely to Guarantor, would have a materially adverse effect on the financial condition, properties, businesses or operations of Guarantor, or which prevents or interferes with or adversely affects Guarantor's ability to enter into this Guaranty or the validity of this Guaranty or the carrying out of the terms hereof, and, as of the date hereof, Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority.

(e) Financial Condition. Guarantor's current financial statements, which have been delivered to Authority, are true and correct in all material respects and fairly present the financial condition of Guarantor for the period covered thereby. Since the date of such financial statements, and other than in the ordinary course of Guarantor's business, Guarantor has not entered into any material commitments or contracts which are not reflected in said financial statements or which may have a materially adverse effect upon Guarantor's financial condition, operations or business as now conducted, it being understood that Guarantor may in the future enter into guaranties of payment or performance in connection with real estate transactions.

(f) Solvency. Guarantor is not Insolvent (defined below) as of the date hereof and the execution and delivery of this Guaranty will not (i) render Guarantor Insolvent under generally accepted accounting principles, or (ii) result in the occurrence of Debts (defined below) beyond Guarantor's ability to pay them when and as they mature. For the purposes of this subsection (f), "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured. For the purposes of this subsection (f), "Debts" includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

2. Agreements.

(a) Guaranteed Obligations. All obligations of the Guarantor set forth below in this Section 2 are collectively called the "**Guaranteed Obligations**".

(b) Guaranty of Completion. Guarantor hereby unconditionally and irrevocably agrees with Authority that, if for any reason or under any contingency (other than Authority's default in making funds available under the Loan Agreement executed between the Authority and the Borrower of substantially even date herewith, a default (beyond the expiration of applicable notice and grace periods) occurs by the Borrower under the Loan Documents, prior to Completion and such default is continuing then, in any such event, the Guarantor will, within ten (10) days after receipt of written notice from Authority, at Guarantor's own cost and expense, cause lien free completion of the construction of the Project as contemplated under the Loan Documents (as defined in the Loan Agreement) within a reasonable period of time ("**Completion**"). Guarantor shall, using other Project sources, if available, pay all bills, expenses, charges, costs and fees relating in any manner to or otherwise in connection with the achievement of Completion of the Project. Provided that: (A) no Event of Default exists under this Guaranty; (B) Guarantor cures: (i) any outstanding Event of Default under the Loan Documents that could reasonably be expected to have a materially adverse effect on the value of the collateral for the Loan; or (ii) any default by Borrower that would be likely to cause (x) an advance by the Authority to the Guarantor of additional funds over and above the remaining Loan balance, or (y) a default under the Authority's contractual obligations to HUD; and (C) all conditions to disbursement set forth in Section 2.7 in the Loan Agreement are satisfied, Authority agrees, subject to Section 2.7 of the Loan Agreement, to make available to Guarantor any proceeds of the Loan and any insurance proceeds that have not already been disbursed and applied to costs of the Project in accordance with the terms of the Loan Documents.

(c) Failure to Perform Under Guaranty. If Guarantor does not assume responsibility for completion of construction and commence to diligently prosecute construction within 10 days after receipt of the written notice set forth in Section 2(a)(i) hereof, Authority may, at its option but without obligation to do so, take over the Project and take such actions as Authority shall reasonably deem necessary or desirable to reach Completion of the Project. In the event Authority elects to do so, all expenditures reasonably made by Authority shall be immediately due and payable from the Guarantor to the extent such expenditures exceed the amount of the Loan and other available Project sources to Authority (unless such expenditures are payable out of the Loan or insurance proceeds) and shall bear interest from the date of expenditure at the long term Applicable Federal Rate. No such action by Authority shall release or limit the liability of Guarantor or affect the rights and obligations of the parties under the construction contract (the "**Construction Contract**") between Borrower and its general contractor (the "**General Contractor**").

(d) Nature of Guaranteed Obligations. This is a guaranty of payment and performance and not of collection only, and the obligations of the Guarantor hereunder shall be absolute, independent and unconditional under any and all circumstances. This Guaranty creates a direct and primary obligation to the Authority on the part of Guarantor, without regard to any other guarantors or obligor to the Authority or the value of any security or collateral held by the Authority. Without limiting the generality of the foregoing, the Guarantor's obligations hereunder may be enforced with or without joinder of the Borrower or any other guarantors and

without proceeding against the Borrower, any other guarantors or against any collateral held by the Authority, if any.

(e) Further Assurances. Guarantor will, at its sole expense, execute, acknowledge and deliver all such further documentation, instruments and assurances and the like and take all such further action as Authority shall reasonably require in order to carry out the intentions or to facilitate the provisions of this Guaranty.

(f) Obligations Absolute. The Guaranteed Obligations shall remain in full force and effect without regard to, and shall not be affected or impaired by the following, any of which may be taken without the consent of, or notice to, Guarantor, nor shall any of the following give Guarantor any recourse or right of action against the Owner or Authority:

(1) Any (A) express or implied amendment, modification, renewal, addition, supplement, (including without limitation, extensions beyond the original term) to the Loan Documents, the Partnership Agreement or the Construction Contract, (B) any extension of time for performance required thereby, (C) any exculpatory provision in the Loan Documents, the Partnership Agreement or the Construction Contract by operation of law or otherwise, or (D) the release of any party from performance or observance of any of the agreements, covenants, terms or conditions contained in the Loan Documents, the Partnership Agreement or the Construction Contract by operation of law or otherwise;

(2) Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Guarantor, or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not Guarantor shall have had notice or knowledge of any of the foregoing;

(3) Any assignment or other transfer of this Guaranty in whole or in part;

(4) Any acceptance of partial performance of the Guaranteed Obligations; or

(5) Any subordination, compromise or release of any or all of the property or other collateral, if any, securing Guarantor's obligations under this Guaranty, or any substitution with respect thereto.

(g) Waivers. Guarantor unconditionally waives any defense other than actual performance to the enforcement of this Guaranty, including without limitation:

(1) All presentments, demands for performance, notices of nonperformance (except as provided in this Guaranty), protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty;

(2) Any right Guarantor might have, under California law, to revoke this Guaranty, it being the intention of Guarantor that this Guaranty remain in full force and effect until its termination, as provided herein; or

(3) The defense of any statute of limitations affecting the liability of Guarantor hereunder.

(h) Bankruptcy; No Discharge; Repayments. So long as this Guaranty shall be in effect, Guarantor shall not, without the prior written consent of Authority, commence or join with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against the Borrower or otherwise affecting the Guaranteed Obligations and/or the Construction Contract. Guarantor understands and acknowledges that by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with involving or affecting the Guaranteed Obligations, including the Construction Contract. As an example and not in any way of limitation, a subsequent modification of the Guaranteed Obligations, including the Construction Contract, in any reorganization case in which any of the Guaranteed Obligations is considered "property of the estate" with the meaning of the United States Bankruptcy Code, or any similar laws or statutes governing receiverships or creditors' bills, shall not affect the obligation of Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective original terms. If claim is ever made upon Authority for repayment of any amount or amounts received by Authority in payment of the Guaranteed Obligations (whether or not all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by Authority) and Authority is required to repay and does repay all or any part of said amount, then, notwithstanding any revocation or termination of this Guaranty, Guarantor shall be and remain liable to Authority for the amount so repaid by Authority, to the same extent as if such amount had never originally been received by Authority.

(i) Financial Statements. Until Completion of the Project, Guarantor covenants and agrees to provide Authority upon Authority's request, within 180 days after the end of each fiscal year, with its unaudited financial statement, including a balance sheet, an income statement, and such other statements as may be reasonably required by Authority, prepared in accordance with generally accepted accounting practices consistently applied and certified as true and complete without qualification by an officer of the Guarantor. Guarantor further covenants and agrees to promptly notify Authority of any material adverse change in Guarantor's financial condition. Guarantor agrees to provide to Authority, within 15 days after issuance or upon request of Authority, any compiled, reviewed, audited or interim financial information then available relating to Guarantor, together with a certificate from Guarantor whether there has been any material adverse change to Guarantor's financial condition since the date of last such financial information or statements delivered to Authority.

(j) Governing Law; Consent to Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and entirely to be performed therein. Guarantor hereby irrevocably submits and consents to the jurisdiction of the courts of the State of California in connection with any action, suit or other proceeding arising out of or relating to this Guaranty or any action taken or omitted hereunder, and waive personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to Guarantor at its address for purpose of notice hereunder. If Guarantor, so served, should fail to appear or answer within the time prescribed by law, then Guarantor shall be deemed in default and judgment may

be entered against Guarantor for the amount or other relief as demanded in any summons, complaint or other process so served. Guarantor agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3. Events of Default. Each of the following events shall constitute an "**Event of Default**" hereunder:

(a) Failure by Guarantor to perform its obligation under Section 2(a); or

(b) Failure by Guarantor to perform any other material covenant or obligation hereunder which failure shall continue for thirty (30) days after written notice of such failure is given by Authority to Guarantor.

4. Miscellaneous.

(a) Amendments; Successors. Neither this Guaranty nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. All of the terms of this Guaranty shall include the plural and vice-versa. If any one or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective. No delay or failure by Authority to exercise any remedy against Guarantor will be construed as a waiver of that right or remedy. The obligations of the Guarantor hereunder shall be binding on Guarantor, its successors and assigns. This Guaranty may not be amended by Guarantor without the prior written consent of Authority.

(b) Term. The obligations of Guarantor under this Guaranty and any instrument which grants collateral to secure such obligations shall continue in full force and effect until the latest date upon which (i) Guarantor has fully performed all of the Guaranteed Obligations and paid all other amounts payable hereunder in accordance with the terms of this Guaranty, (ii) Completion or (iii) the period of time has expired during which any payment received by the Authority hereunder or any act performed by Guarantor may be determined to be a preferential or fraudulent transfer under the United States Bankruptcy Code or other similar applicable laws.

(c) Notices. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given if mailed, certified first class mail, postage prepaid, return receipt requested or by Federal Express or other receipted courier service, to the party to whom the same is so given or made, at the address of such party as set forth below, which address may be changed by notice to the other parties hereto duly given pursuant hereto. Notice by overnight courier service shall be deemed to have been given and received upon delivery. Notice by first class certified or registered mail shall be deemed to have been given and received two (2) business days after being sent. A party may change its address by giving written notice to the other party as specified herein.

If to Authority: Housing Authority of the City of Los Angeles

2600 Wilshire Blvd., Third Floor
Los Angeles, CA 90057
Attn: President and CEO
Attn: General Counsel

With a copy to: Reno & Cavanaugh PLLC
455 Massachusetts Ave NW, Suite 400
Washington, DC 20001
Attn: Megan Glasheen

If to Guarantor: BRIDGE Housing Corporation
1301 Dove Street, Suite 920
Newport Beach, CA 92660
Attn: Kimberly McKay

with copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Heather Gould

(d) Entire Agreement. This Guaranty supersedes any prior negotiations, discussion or communications between Guarantor and Authority and collectively constitutes the entire agreement between Authority and Guarantor with respect to the Guaranteed Obligations.

(e) Counterparts. This Guaranty may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Guaranty as of the day and year above written.

GUARANTOR:

BRIDGE HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Kimberly McKay
Executive Vice President

Attested by:

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

PERFORMANCE AND COMPLETION GUARANTY

EXHIBIT A

Litigation

EXHIBIT J

Investor Rider

This Rider is attached to and made a part of the promissory notes, the deed of trust, and loan agreement or other document(s) evidencing, securing, and governing a loan of Choice Neighborhoods Implementation Grant funds in the approximate original amount of Six Million Seventy-Four Thousand One Hundred Dollars ($6,074,100.00) (the "**Authority CNI Loan**"), a bridge loan from the Authority in the approximate original amount of One Million Five Hundred Dollars ($1,500,000.00) (the "**Authority Bridge Loan**"), and a loan of Infill Infrastructure Grant funds in the approximate original amount of Five Million Dollars ($5,000,000.00) (the "**Authority IIG Loan**" and together with the Authority CNI Loan and Authority Gap Loan, the "**Loan**") made by the Housing Authority of the City of Los Angeles ("**Lender**") to Jordan Downs 3, LP, a California limited partnership ("**Borrower**" or the "**Partnership**") for the construction of approximately seventy-six (76) units of rental housing and related improvements (the "**Project**"). The Amended and Restated Agreement of Limited Partnership forming or continuing the Borrower is referred to herein as the "**Partnership Agreement**".

The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "**Loan Documents**"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms, and conditions shall control and prevail:

1. **Non-recourse Obligation**. Subject to and as more particularly set forth in Section 2.10 of the Loan Agreement, the Loan is a non-recourse obligation of Borrower. Except as expressly provided in Section 2.10 of the Loan Agreement, neither Borrower nor any of its general and limited partners, nor any other party shall have any personal liability for repayment of the Loan. Except as expressly provided in Section 2.10 of the Loan Agreement, the sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

2. **General Partner Change**. The withdrawal, removal, and/or replacement of a general partner of the Partnership pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness.

3. **Monetary Default**. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. Borrower shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. Borrower's limited partners shall have the right, but not the obligation, to cure

any default under the Loan Documents within the applicable cure periods provided to Borrower thereunder.

4. **Non-Monetary Default**. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the default within a reasonable time, Lender shall give Borrower and each of the general and limited partners of the Partnership written notice thereof, whereupon the limited partner may remove and replace the general partner with a substitute general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

5. **Casualty, Condemnation, Etc**. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents (subject to any applicable cure periods thereunder). If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

6. **Force Majeure**. There shall be no default for delays by reason of Force Majeure as provided in Section 7.14 of the Loan Agreement, except as provided in said Section 7.14.

7. **Purchase Rights**. The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of Lender to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan

obligations by the project sponsor and the release of Borrower from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.

8. **Loan Assumption**. If the purchase option and right of first refusal agreement described in the Partnership Agreement is not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded covenant, any requisite consent of lender to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Borrower from such obligations, shall not be unreasonably withheld, provided, however, that the principals of purchaser shall be comparable to the principals of Borrower in (a) experience and track record of developing, operating, maintaining, and, if applicable, managing, affordable housing financed with sources and restrictions comparable to the Approved Financing, (b) financial wherewithal, and (c) such other underwriting criteria as may be employed by lender at the time of any such proposed assumption.

9. **Lender Approvals, Etc**. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.

10. **Subordination**. Lender acknowledges that Borrower and the California Tax Credit Allocation Committee intend to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. Lender agrees to subordinate the Loan and Lender's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.

11. **Notice Address**.

The Notice Address of the Investor Limited Partner is:	Wells Fargo Affordable Housing Community Development Corporation 550 S. Tryon Street 23rd Floor, D1086-239 Charlotte, NC 28202-4200 Attn: Director of Tax Credit Asset Management
with a copy to:	Sidley Austin LLP One South Dearborn Street Chicago, IL 60603 Attn: Philip Spahn

12. **Third Party Beneficiary Status**. Borrower's limited partners shall be intended third party beneficiaries of this Rider for purposes of the rights granted to the limited partners hereunder.

[Signatures continue on next page]

In Witness Whereof, the undersigned have caused this Rider to be executed this ____ day of _____, 2022.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Name: Douglas Guthrie
Title: President and Chief Executive Officer

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

AUTHORITY CNI NOTE
(Jordan Downs Phase H2A)

$7,324,100.00 Los Angeles, California
As of [April ___], 2022

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay the principal sum of up to Seven Million Three Hundred Twenty-Four Thousand One Hundred Dollars ($7,324,100.00) (the "**Authority CNI Loan**"), or so much thereof as may be advanced to the Borrower pursuant to this Authority CNI Note (this "**Note**") and that certain Authority Loan Agreement by and between the Borrower and the Housing Authority of the City of Los Angeles (the "**Lender**") dated as of even date herewith (the "**Loan Agreement**"), with interest as provided herein from the date above upon the unpaid balance of this Note, in lawful money of the United States.

(1) Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

(2) Funds shall be advanced during the term hereof in accordance with Section 2.7 of the Loan Agreement and the CNI Requirements.

(3) Payment Terms.

(a) All payments due under this Note shall be paid to the order of the Housing Authority of the City of Los Angeles at 2600 Wilshire Boulevard, Los Angeles, CA 90057 or at such other place as the Lender hereof may from time to time designate in writing.

(b) This Note shall bear simple interest at three percent (3%) per annum, commencing at Closing.

(c) Commencing the year following Conversion, any remaining unpaid principal and interest under the Authority CNI Loan shall be due and payable from Net Cash Flow to the extent available, pursuant to Exhibit A hereto. Such payments shall be applied first to accrued interest, if any, then to principal, and shall be payable annually not later than one hundred twenty (120) days following the end of each fiscal year for the prior annual fiscal period. Notwithstanding the foregoing, if the general partner(s) of the Borrower are removed pursuant to the Partnership Agreement, no further payments shall be due until the Loan Maturity Date. Any remaining unpaid principal and interest on the Authority CNI Loan shall be due and payable on the Loan Maturity Date. The entire principal balance of and all interest accrued on the Authority CNI Loan may be prepaid at any time, without charge or penalty.

(4) Payment of this Note is secured by an Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing – Authority Loans (the "**Deed of Trust**") of even date herewith between the Borrower and the Lender, encumbering a leasehold interest in certain real property and fee interest in certain improvements located in the City of Los Angeles, County of Los Angeles, State of California, recorded in the official land

records of the County of Los Angeles, as well as by other instruments defined in the Loan Agreement as the Loan Documents.

(5) Default.

(a) Subject to the notice and cure periods set forth in the Loan Agreement, any of the following shall constitute an "event of default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) The occurrence of any "Default" under the Loan Agreement as defined therein, "Event of Default" under the Deed of Trust as defined therein, or breach or violation of any other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Agreement or the Deed of Trust, following the expiration of notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 5(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(6) Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reason whatsoever.

(7) Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Lender and the Borrower may hereinafter designate. Copies of notices to the Borrower from the Lender shall also be provided by the Lender to any limited partner of the Borrower who requests such notice in writing and provides the Lender with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Authority CNI Loan. It may not be modified except upon written consent of the parties.

(g) Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Authority CNI Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, this Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender thereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Lender under Sections 4.7 and 7.4 of the Loan Agreement, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or

other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

(h) Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the Authority CNI Loan contemplated by this Note shall be subordinate and junior to all liens, claims, charges, and priorities related to the deeds of trust securing the Construction Loan and the Permanent Loan.

(i) Exhibit A, attached hereto, is hereby incorporated into this Note.

[signature page(s) to follow]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT A

Distribution of Net Cash Flow

Capitalized terms used in this Exhibit A, but not defined in the Note, shall have thing meaning set forth in the Amended and Restated Agreement of Limited Partnership of even date herewith ("**Partnership Agreement**"). From and after Conversion, Net Cash Flow for each fiscal year (or fractional portion thereof) shall be distributed within ninety (90) days after the end of each fiscal year, in the following order of priority:

First, to the Investor Limited Partner until the total amount received pursuant to Section 4.02(a)(i) and Section 4.02(b)(ii) of the Partnership Agreement equals the amount of any Downward Adjuster payable under Section 3.05 of the Partnership Agreement, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually;

Second, to repay any Limited Partner Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Third, to the payment of the Asset Management Fee, subject to any limit on "Project Fees" payable to the Investor Limited Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued from all prior years);

Fourth, unless the Compliance Period has expired, after the date that the Operating Reserve has been reduced below $683,020, to restore the Operating Reserve to such amount;

Fifth, to the payment of any amounts then owed with respect to the Developer Loan to the extent permitted pursuant to the HACLA Loans and the Ground Lease;

Sixth, to the General Partner to repay any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Seventh, to pay any outstanding Deferred Management Fee to the Management Agent;

Eighth, to pay any current or unpaid GP Asset Management Fees, subject to Section 7.03 of the Partnership Agreement and subject to any limit on "Project Fees" payable to the General Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued in all prior years); and

Ninth, 60% of Cash Flow shall be applied towards the HACLA Loans as follows: (I) 100% toward payment of the HACLA Acquisition Loan, until all principal and interest are repaid, and thereafter, (II) 100% toward payment of the HACLA Bridge Loan, until all principal and interest are repaid, and thereafter, and (III) 100% toward payment of the HACLA CNI Loan, until all principal and interest are repaid;

Then, whether as a result of any limitation under the Ground Lease or the HACLA Loans, HCD regulations or otherwise, remaining Cash Flow shall be applied in the order of priority as follows:

Tenth, to the payment of any unpaid balance of Downward Adjusters, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually, and LP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the Investor Limited Partner pursuant to Section 4.02(a)(i) of the Partnership Agreement (as a result of any limitation under the Ground Lease or the HACLA Loans);

Eleventh, to repay any Limited Partner Loans;

Twelfth, to the payment of any amounts then owed with respect to the Developer Loan;

Thirteenth, to the payment of any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Fourteenth, to pay any outstanding Deferred Management Fee to the Management Agent;

Fifteenth, to the payment of any unpaid balance of the GP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the General Partner pursuant to Section 4.02(a)(viii) of the Partnership Agreement (as a result of any limitation under the Ground Lease or regulations related to the HACLA Loans);

Sixteenth, on a pari passu basis as follows: (I) 10% of such remaining Cash Flow to the Investor Limited Partner as a distribution of Cash Flow and (II) 90% of such remaining Cash Flow to pay the GP Incentive Management Fee (subject to any applicable limitation on the amount of the GP Incentive Management Fees); and

Seventeenth, the balance shall be distributed (I) prior to the HACLA Loan Repayment, to the General Partner, and (II) after the HACLA Loan Repayment, 65% to the General Partner and 35% to the Class A Limited Partner.

AUTHORITY BRIDGE NOTE
(Jordan Downs Phase H2A)

$1,500,000.00 Los Angeles, California
As of [April ___], 2022

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay the principal sum of up to One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Authority Bridge Loan**"), or so much thereof as may be advanced to the Borrower pursuant to this Promissory Note (this "**Note**") and that certain Authority Loan Agreement by and between the Borrower and the Housing Authority of the City of Los Angeles (the "**Lender**") dated of even date herewith (the "**Loan Agreement**"), with interest as provided herein from the date above upon the unpaid balance of this Note, in lawful money of the United States.

(1) Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

(2) Funds shall be advanced during the term hereof in accordance with Section 2.7 of the Loan Agreement.

(3) Payment Terms.

(a) All payments due under this Note shall be paid to the order of the Housing Authority of the City of Los Angeles at 2600 Wilshire Boulevard, Los Angeles, CA 90057 or at such other place as the Lender hereof may from time to time designate in writing.

(b) Simple interest shall accrue on the unpaid principal balance at a rate of four percent (4%) per annum (the "**Interest Rate**").

(c) Payments of principal and any accrued interest shall be due and payable under this Note as follows:

(i) Immediately upon closing of a loan or grant to Borrower or any affiliate of Borrower from the Federal Home Loan Bank (the "**AHP Loan**"), the Authority Bridge Loan shall be due and payable from the proceeds of the AHP Loan, if any, pursuant to the Loan Agreement; provided, if, in accordance with Section 2.4(b)(i) of the Loan Agreement, proceeds of the AHP Loan are (1) used to pay construction escalation costs in the Approved Development Budget, as amended with the written approval of the Lender, (2) insufficient to repay the entire Authority Bridge Loan or (3) applied to Project development costs as mutually agreed by the Lender and Borrower, the remaining balance of the Authority Bridge Loan shall be repaid in accordance with Section (3)(c)(ii) below; and

(ii) Commencing the year following Conversion, any remaining unpaid principal and interest under the Authority Bridge Loan shall be due and payable from Net Cash Flow to the extent available, pursuant to Exhibit A hereto. Such payments shall be applied first to accrued interest, if any, then to principal, and shall be payable annually not later than one

hundred twenty (120) days following the end of each fiscal year for the prior annual fiscal period. Notwithstanding the foregoing, if the general partner(s) of the Borrower are removed pursuant to the Partnership Agreement, no further payments shall be due until the Loan Maturity Date. Any remaining unpaid principal and interest on the Authority Bridge Loan shall be due and payable on the Loan Maturity Date as defined in the Loan Agreement. The entire principal balance and all interest accrued on the Authority Bridge Loan thereon may be prepaid at any time, without charge or penalty.

(4) Payment of this Note is secured by an Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing – Authority Loans (the "**Deed of Trust**") of even date herewith between the Borrower and the Lender, encumbering a leasehold interest in certain real property and fee interest in certain improvements located in the City of Los Angeles, County of Los Angeles, State of California, recorded in the official land records of the County of Los Angeles, as well as by other instruments defined in the Loan Agreement as the Loan Documents.

(5) Default.

(a) Subject to the notice and cure periods set forth in the Loan Agreement, any of the following shall constitute an "event of default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) The occurrence of any "Default" under the Loan Agreement as defined therein, "Event of Default" under the Deed of Trust as defined therein, or breach or violation of any other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Agreement or the Deed of Trust, following the expiration of notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 5(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(6) Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reason whatsoever.

(7) Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Lender and the Borrower may hereinafter designate. Copies of notices to the Borrower from the Lender shall also be provided by the Lender to any limited partner of the Borrower who requests such notice in writing and provides the Lender with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Authority Bridge Loan. It may not be modified except upon written consent of the parties.

(g) Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Authority Bridge Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, this Note and defaults by the Borrower in the performance of its covenants under the

Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender thereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Lender under Sections 4.7 and 7.4 of the Loan Agreement, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

(h) Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the Authority Bridge Loan contemplated by this Note shall be subordinate and junior to all liens, claims, charges, and priorities related to the deeds of trust securing the Construction Loan and the Permanent Loan, dated as substantially even date herewith.

(i) Exhibit A, attached hereto, is hereby incorporated into this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

Exhibit A

Distribution of Net Cash Flow

Capitalized terms used in this Exhibit A, but not defined in the Note, shall have thing meaning set forth in the Amended and Restated Agreement of Limited Partnership of even date herewith ("**Partnership Agreement**"). From and after Conversion, Net Cash Flow for each fiscal year (or fractional portion thereof) shall be distributed within ninety (90) days after the end of each fiscal year, in the following order of priority:

First, to the Investor Limited Partner until the total amount received pursuant to Section 4.02(a)(i) and Section 4.02(b)(ii) of the Partnership Agreement equals the amount of any Downward Adjuster payable under Section 3.05 of the Partnership Agreement, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually;

Second, to repay any Limited Partner Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Third, to the payment of the Asset Management Fee, subject to any limit on "Project Fees" payable to the Investor Limited Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued from all prior years);

Fourth, unless the Compliance Period has expired, after the date that the Operating Reserve has been reduced below $683,020, to restore the Operating Reserve to such amount;

Fifth, to the payment of any amounts then owed with respect to the Developer Loan to the extent permitted pursuant to the HACLA Loans and the Ground Lease;

Sixth, to the General Partner to repay any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Seventh, to pay any outstanding Deferred Management Fee to the Management Agent;

Eighth, to pay any current or unpaid GP Asset Management Fees, subject to Section 7.03 of the Partnership Agreement and subject to any limit on "Project Fees" payable to the General Partner pursuant to the Ground Lease or the HACLA Loans (including payments accrued in all prior years); and

Ninth, 60% of Cash Flow shall be applied towards the HACLA Loans as follows: (I) 100% toward payment of the HACLA Acquisition Loan, until all principal and interest are repaid, and thereafter, (II) 100% toward payment of the HACLA Bridge Loan, until all principal and interest are repaid, and thereafter, and (III) 100% toward payment of the HACLA CNI Loan, until all principal and interest are repaid;

Then, whether as a result of any limitation under the Ground Lease or the HACLA Loans, HCD regulations or otherwise, remaining Cash Flow shall be applied in the order of priority as follows:

Tenth, to the payment of any unpaid balance of Downward Adjusters, including any amount that is solely attributable to a Change in Law, plus interest on such amount from the due date until paid pursuant to this clause at the rate of 9% per annum, compounded annually, and LP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the Investor Limited Partner pursuant to Section 4.02(a)(i) of the Partnership Agreement (as a result of any limitation under the Ground Lease or the HACLA Loans);

Eleventh, to repay any Limited Partner Loans;

Twelfth, to the payment of any amounts then owed with respect to the Developer Loan;

Thirteenth, to the payment of any Operating Deficit Loans, with any such payments to be applied first to accrued but unpaid interest and then to principal;

Fourteenth, to pay any outstanding Deferred Management Fee to the Management Agent;

Fifteenth, to the payment of any unpaid balance of the GP Asset Management Fee (including payments accrued from all prior years), to the extent that such amounts were not paid to the General Partner pursuant to Section 4.02(a)(viii) of the Partnership Agreement (as a result of any limitation under the Ground Lease or regulations related to the HACLA Loans);

Sixteenth, on a pari passu basis as follows: (I) 10% of such remaining Cash Flow to the Investor Limited Partner as a distribution of Cash Flow and (II) 90% of such remaining Cash Flow to pay the GP Incentive Management Fee (subject to any applicable limitation on the amount of the GP Incentive Management Fees); and

Seventeenth, the balance shall be distributed (I) prior to the HACLA Loan Repayment, to the General Partner, and (II) after the HACLA Loan Repayment, 65% to the General Partner and 35% to the Class A Limited Partner.

AUTHORITY IIG NOTE
(Jordan Downs Phase H2A)

$5,000,000.00 Los Angeles, California
As of April ___, 2022

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay the principal sum of up to Five Million Dollars ($5,000,000) (the "**Authority IIG Loan**"), or so much thereof as may be advanced to the Borrower pursuant to this Authority IIG Note (this "**Note**") and that certain Authority Loan Agreement by and between the Borrower and the Housing Authority of the City of Los Angeles (the "**Lender**") dated as of even date herewith (the "**Loan Agreement**"), with interest as provided herein from the date above upon the unpaid balance of this Note, in lawful money of the United States.

(1) Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement.

(2) Funds shall be advanced during the term hereof in accordance with Section 2.7 of the Loan Agreement and the IIG Requirements.

(3) Payment Terms.

(a) All payments due under this Note shall be paid to the order of the Housing Authority of the City of Los Angeles at 2600 Wilshire Boulevard, Los Angeles, CA 90057 or at such other place as the Lender hereof may from time to time designate in writing.

(b) This Note shall not bear interest.

(c) All principal owed under this Note is due in full on the earlier to occur of: (i) the date of any Default, (ii) the Loan Maturity Date, and (iii) any sale, transfer, assignment, or conveyance of the Property except to an affiliate of the Lender. The entire principal balance of and all interest accrued on the Authority IIG Loan may be prepaid at any time, without charge or penalty.

(4) Payment of this Note is secured by an Authority Subordinate Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing – Authority Loans (the "**Deed of Trust**") of even date herewith between the Borrower and the Lender, encumbering a leasehold interest in certain real property and fee interest in certain improvements located in the City of Los Angeles, County of Los Angeles, State of California, recorded in the official land records of the County of Los Angeles, as well as by other instruments defined in the Loan Agreement as the Loan Documents.

(5) Default.

(a) Subject to the notice and cure periods set forth in the Loan Agreement, any of the following shall constitute an "event of default" under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) The occurrence of any "Default" under the Loan Agreement as defined therein, "Event of Default" under the Deed of Trust, as defined therein, or breach or violation of any other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Agreement or the Deed of Trust, following the expiration of notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 5(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(6) Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reason whatsoever.

(7) Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Lender and the Borrower may hereinafter designate. Copies of notices to the Borrower from the Lender shall also be provided by the Lender to any limited partner of the Borrower who requests such notice in writing and provides the Lender with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Authority IIG Loan. It may not be modified except upon written consent of the parties.

(g) Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Authority IIG Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Lender with respect to the principal of, or interest on, this Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for this Note of all the rights and remedies of the Lender thereunder, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of this Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on this Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Lender under Sections 4.7 and 7.4 of the Loan Agreement, or for liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the

exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

(h) Notwithstanding any other provisions of this Note, all liens, claims, charges, and priorities related to the Authority IIG Loan contemplated by this Note shall be subordinate and junior to all liens, claims, charges, and priorities related to the deeds of trust securing the Construction Loan and the Permanent Loan.

[signature page(s) to follow]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Housing Authority of the
City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer

No fee for recording pursuant to
Government Code Section 27383

AUTHORITY SUBORDINATE LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
AUTHORITY LOANS
(Jordan Downs Phase H2A)

THIS AUTHORITY SUBORDINATE LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "**Deed of Trust**") is made as of [April ___], 2022, by and among Jordan Downs 3, LP, a California limited partnership ("**Trustor**"), [U.S. Bank National Association] ("**Trustee**"), and the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys, and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's leasehold interest in the property, granted pursuant to the Ground Lease (as hereinafter defined), located in the City of Los Angeles, County of Los Angeles, State of California, that is described in the attached Exhibit A, incorporated herein by this reference, and the Trustor's fee interest in any improvements constructed thereon (collectively, the "**Property**").

TOGETHER WITH all interest, estates, or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the Rents (as defined in Section 2.3);

TOGETHER WITH all easements, rights-of-way, and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments, and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the

Property, and any and all sidewalks, alleys, and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process, and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs, and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues, and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks, and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions, and proceeds; and all books, records, and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "**Security**." To have and to hold the Security together with acquittances to Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING:

(a) Payment of just indebtedness of Trustor to Beneficiary as set forth in the Note (defined in Article 1 below) until paid or cancelled. Said principal and other payments shall be due and payable as provided in the Note. Said Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced; and

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

(c) Performance of every obligation, covenant, or agreement of Trustor contained herein and in the Loan Documents (defined in Section 1.1(j) below).

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

(a) **Authority Bridge Loan**" shall mean the loan to the Borrower pursuant to the Loan Agreement in the maximum original amount of One Million Five Hundred Thousand Dollars ($1,500,000.00). The Authority Bridge Loan shall be evidenced by the Authority Bridge Note.

(b) "**Authority Bridge Note**" shall mean the Authority Bridge Note of even date herewith evidencing the Authority Bridge Loan, executed by Trustor in favor of Beneficiary and secured by this Deed of Trust. Copies of the Authority Bridge Note are on file with Beneficiary and terms and provisions of the Authority Bridge Note are incorporated herein by reference.

(c) "**Authority CNI Loan**" shall mean the loan to the Borrower pursuant to the Loan Agreement in the maximum original amount of Six Million Seventy-Four Thousand One Hundred Dollars ($6,074,100.00), consisting of funds awarded to the Authority pursuant to the CNI Requirements (as defined in the Loan Agreement). The Authority CNI Loan shall be evidenced by the Authority CNI Note.

(d) "**Authority CNI Note**" shall mean the Authority CNI Note of even date herewith evidencing the Authority CNI Loan, executed by Trustor in favor of Beneficiary and secured by this Deed of Trust. Copies of the Authority CNI Note are on file with Beneficiary and terms and provisions of the Authority CNI Note are incorporated herein by reference.

(e) **Authority IIG Loan**" shall mean the loan to the Borrower pursuant to the Loan Agreement in the maximum original amount of Five Million Dollars ($5,000,000.00), consisting of funds awarded to the Authority pursuant to the IIG Requirements (as defined in the Loan Agreement). The Authority IIG Loan shall be evidenced by the Authority IIG Note.

(f) "**Authority IIG Note**" shall mean the Authority IIG Note of even date herewith evidencing the Authority IIG Loan, executed by Trustor in favor of Beneficiary and secured by this Deed of Trust. Copies of the Authority IIG Note are on file with Beneficiary and terms and provisions of the Authority IIG Note are incorporated herein by reference.

(g) "**Ground Lease**" means that certain Ground Lease Agreement by and between Trustor and Beneficiary, dated as of substantially even date herewith, pursuant to which Trustor holds a leasehold interest in the Property.

(h) "**Loan**" means, collectively, the Authority CNI Loan, Authority Bridge Loan, and Authority IIG Loan.

(i) "**Loan Agreement**" means that certain Authority Loan Agreement between Trustor and Beneficiary dated concurrently herewith, providing for the Beneficiary to loan to Trustor the Authority CNI Loan, Authority Bridge Loan, and Authority IIG Loan for certain development costs and permanent financing related to the development of the Property.

(j) "**Loan Documents**" means this Deed of Trust, the Authority CNI Note, Authority Bridge Note, the Authority IIG Note, the Loan Agreement and any other debt, loan, or security instruments between Trustor and the Beneficiary relating to the Note.

(k) "**Note**" means, collectively, the Authority CNI Note, Authority Bridge Note, and Authority IIG Note. Copies of the Note are on file with Beneficiary and terms and provisions of the Note are incorporated herein by reference.

(l) "**Principal**" means the principal amount required to be paid under the Note.

(m) "**Senior Deed of Trust**" means any deed of trust to which this deed of trust is subordinated.

(n) "**Senior Lender**" means the beneficiary of a Senior Deed of Trust securing a Senior Loan.

(o) "**Senior Loan**" means (1) that certain coventional construction loan from Wells Fargo Bank, N.A. ("**Wells Fargo**"), in the approximate amount of [Thirty-One Million Eight Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight Dollars ($31,878,288.00)], and (2) that certain permanent loan from California Community Reinvestment Corporation, a California nonprofit public benefit corporation, in the approximate amount of [Eleven Million Nine Hundred Forty-Two Thousand Dollars ($11,942,000.00)].

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor. Trustor agrees that at all times prior to full payment of the sum owed under the Note, Trustor will, at Trustor's own expense, maintain, preserve, and keep the Security or cause the Security to be maintained and preserved in good condition. Trustor will from time to time make or cause to be made all repairs, replacements, and renewals deemed proper and necessary by it. If there arises a condition in contravention of this requirement, and if the Trustor has not cured such condition within thirty (30) days after receiving a Beneficiary notice of such a condition, and the Trustor has not initiated diligent efforts to cure such condition within such period, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security. Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates, and authorizes Beneficiary as its agent (said

agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials, or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of the County of Los Angeles, a surety bond in an amount one and a half times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements. Except as set forth in the Loan Documents, Trustor may not grant easements, licenses, rights-of-way, or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, access, water, gas, electricity, sewer, telephone, and telegraph, or those required by law and as approved, in writing, by Beneficiary, which approval shall not be unreasonably withheld or delayed.

Section 2.3 Assignment of Rents. As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable (collectively, the "**Rents**"). After the occurrence and during the continuation of an Event of Default (as defined in Section 7.1), Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such Rents to Beneficiary or Beneficiary's agents. Prior to the occurrence of an Event of Default, Trustor shall collect and receive all Rents of the Property as trustee for the benefit of Beneficiary and Trustor shall apply the Rents so collected to the sums secured by this Deed of Trust with the balance, so long as no Event of Default has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of an Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent, or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all Rents of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of an Event of Default shall contain a statement that Beneficiary exercises its rights to such Rents. Trustor agrees that commencing upon delivery of such written notice of an Event of Default, each tenant of the Property shall make such Rents payable to and pay such Rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail, or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Except for the financing previously approved by the Beneficiary pursuant to the Loan Agreement, Trustor hereby covenants that Trustor has not executed any prior assignment of said Rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the Rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any Rents of the Property more than two (2) months prior to the due dates of such Rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon and during the continuation of an Event of Default, Beneficiary may in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation, or modification of leases, the collection of all Rents of the Property, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon an Event of Default, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All Rents collected upon and during the continuation of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor, or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness held by Beneficiary. The rights of the Beneficiary under this Section 2.3 are subject to the rights of the Senior Lender and any other senior lender.

ARTICLE 3

TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, at least five (5) days prior to the date of delinquency, all taxes, assessments, charges, and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge, or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments, or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments, or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account, or other similar account for the payment of future taxes, assessments, charges, and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance. Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to Beneficiary upon demand therefor at any time prior to Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

Section 3.3 Advances. In the event Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, Beneficiary, after at least seven (7) days prior notice to Beneficiary, may (but shall be under no obligation to) take out the required policies of insurance, pay the premiums on the same, make such repairs or replacements as are necessary and provide for payment thereof, or expend such funds as necessary to remedy such failure by Trustor; and all amounts so advanced therefor by Beneficiary shall become an additional obligation of Trustor to Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts Trustor agrees to pay on the demand of Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages. All judgments, awards of damages, settlements, and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property ("**Funds**") are hereby assigned to and shall be paid to Beneficiary by a check made payable to Beneficiary. Such Funds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and (after completion of the repair or restoration) the security of this Deed of Trust is not thereby impaired, as determined in Beneficiary's reasonable discretion. Such work or repair shall be in accordance with plans and specifications approved by the Beneficiary and commenced no later than the later of (a) one hundred twenty (120) days after the damage or loss occurs or (b) thirty (30) days following receipt of the Funds, and shall be complete within one (1) year thereafter. If such restoration or repair is not economically feasible, or if Trustor fails to provide additional monies to fund any deficiency in connection with such restoration, or if the security of this Deed of Trust would be impaired, then the Funds will be used to repay any amounts due under this Deed of Trust with the excess, if any, paid to Trustor. Beneficiary must consent to the settlement and adjustment of all claims under insurance policies provided under this Deed of Trust. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of Beneficiary under this Section 4.1 are subject to the rights of the Senior Lender and any other senior lender.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property. Trustor shall duly and punctually perform all terms, covenants, conditions, and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses. In the event of any Event of Default (as defined in Section 7.1) hereunder, and if Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of Trustor in this Deed of Trust, Trustor agrees that it will, on demand therefor, pay to Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by Beneficiary; and any such amounts paid by Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal. Trustor shall pay to Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property; Fixture Filing. To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial

Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. Trustor hereby grants Beneficiary a security interest in such items.

Section 5.5 Financing Statement. Trustor shall execute and deliver to Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to Beneficiary a valid perfected security interest in the Security. Trustor agrees to perform all acts which Beneficiary may reasonably request so as to enable Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with their terms. Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security. Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security. At any and all reasonable times upon seventy-two (72) hours' notice, Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination. Trustor herein covenants by and for itself, its 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, age, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Security, nor shall Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state, or local laws, ordinances, or regulations relating to industrial hygiene or to the environmental conditions on, under, or about the Property including, but not limited to, soil and ground water conditions; provided however, that if any condition causing non-compliance with this Section existed at the Property prior to the date of this Agreement or at other property within the vicinity of the Leased Premises, the Borrower shall not be in default hereunder. Trustor shall not use, generate, manufacture, store, or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any

substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**") except such of the foregoing as are used in construction of the improvements on the Property or as may be customarily kept and used in and about residential property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal, or other governmental or regulatory actions instituted, completed, or threatened against Trustor or the Property pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials, ("**Hazardous Materials Law**"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability, or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Trustor shall indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup, or detoxification of the Property and the preparation and implementation of any closure, remedial, or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees; provided however that this indemnification shall not apply to any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to any condition that existed at the Property prior to the date of this Deed of Trust or at other property within the vicinity of the Property.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree, or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable

satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

Trustor hereby acknowledges and agrees that (i) this Article is intended as Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by Beneficiary and Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting Beneficiary's or Trustee's rights and remedies under this Deed of Trust, Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to Beneficiary upon its demand made at any time following the conclusion of such action.

Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall constitute an Event of Default following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents within ten (10) days after the date due; (2) failure to observe or perform any of Trustor's other covenants, agreements, or obligations under the Loan Documents (which failure has not been cured within the times and in the manner set forth in the Loan Agreement); or (3) failure to make any payment or perform any of Trustor's other covenants,

agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then at the option of Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note (including all interest thereon) shall immediately become due and payable, upon written notice by Beneficiary to Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("**Notice of Default and Election to Sell**"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County of Los Angeles; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating, or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall give notice to Trustee (the "**Notice of Sale**") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and

Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees, and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of Beneficiary to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power, and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expeditious by Beneficiary. Beneficiary's expressed or implied consent to a breach by Trustor, or a waiver of any obligation of Trustor hereunder, shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of Trustor hereunder. Failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure

continues, shall not constitute a waiver by Beneficiary of its right hereunder or impair any rights, power, or remedies consequent on any Event of Default by Trustor.

(b) If Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions, or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Deed of Trust, or any other obligation of Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety, or guarantor (unless expressly released); nor shall any such act or omission preclude Beneficiary from exercising any right, power, or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security. Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule, or order would impair the Security thereunder or be prejudicial to the interest of Beneficiary.

Section 7.9 Beneficiary May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other proceedings affecting Trustor, its creditors, or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

Section 7.10 Waiver. Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments: Prior Agreements. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that (i) all sums secured hereby have been paid or forgiven, and (ii) that all obligations of Trustor under the

Loan Documents have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices. If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand, or communication upon the other party, such notice, demand, or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and:

If to Beneficiary: Housing Authority of City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer
Attn: General Counsel

with copy to: Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, Suite 400
Washington, DC 20001
Attn: Megan Glasheen

If to Trustor: Jordan Downs 3, LP
c/o BRIDGE Housing Corporation
1301 Dove Street, Suite 920
Newport Beach, CA 92660
Attn: Kimberly McKay

with copy to: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attn: President and Chief Executive Officer

with copy to: Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Heather Gould

Any notice, demand, or communication shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors. Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of this Deed of Trust have the effect of creating an obligation of Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of Trustor and such

transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number. In this Deed of Trust, the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage. Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions. Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Compliance with Internal Revenue Code Section 42. Beneficiary acknowledges that Trustor intends to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). As of the date hereof, Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement is recorded against the Property, Beneficiary agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

Section 8.15 Exhibits. The Exhibits attached hereto, are hereby incorporated into this Deed of Trust by this reference.

ARTICLE 9
SUBORDINATE DEED OF TRUST

This Deed of Trust is and shall at all times continue to be subordinate, subject, and inferior (in payment and priority) to the Senior Loan and the Senior Deed of Trust, and the liens, rights, payment interests, priority interests, and security interests granted to Beneficiary hereunder and the Loan and the Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject to the terms of the Subordination Agreement by and among Beneficiary, Trustor and Senior Lender of even date herewith.

[signature page(s) to follow]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

[NOTARY BLOCKS ON NEXT PAGE]

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

EXHIBIT A

Legal Description

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 1, TRACT NO. 16154 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 540, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 99TH PLACE, A PRIVATE STREET, 20 FEET WIDE AND THE NORTHERLY PROLONGATION OF THE CENTERLINE OF KALMIA STREET AS SHOWN ON TRACT 17205, PER MAP FILED IN BOOK 1394, PAGES 49 THROUGH 57, INCLUSIVE OF MAPS RECORDED OF LOS ANGELES COUNTY;

THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 00°36'16" EAST 43.20 FEET;

THENCE NORTH 89°23'44" WEST 30.00 FEET TO A POINT ON A LINE, PARALLEL WITH AND 30 FEET EASTERLY OF SAID NORTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°36'16" EAST 313.99 FEET;

THENCE NORTH 44°56'39" EAST 17.88 FEET TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHERLY OF THE CENTERLINE OF 97TH STREET PER SAID TRACT NO, 17205;

THENCE ALONG SAID PARALLEL LINE NORTH 89°17'02" EAST 134.04 FEET;

THENCE SOUTH 45°03'21" EAST 18.87 FEET TO THE WESTERLY LINE OF LAUREL STREET, 60 FEET WIDE, PER SAID TRACT NO. 17205;

THENCE ALONG THE WESTERLY LINE OF LAUREL STREET SOUTH 00°36'16" WEST 313.99 FEET;

THENCE SOUTH 44°56'44" WEST 17.85 FEET TO A LINE PARALLEL WITH AND 30 FEET NORTHERLY FROM SAID CENTERLINE OF 99TH PLACE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°17'13" WEST 135.06 FEET; THENCE NORTH 45°03'16" WEST 17.47 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Investor Rider

This Rider is attached to and made a part of the promissory notes, the deed of trust, and loan agreement or other document(s) evidencing, securing, and governing a loan of Choice Neighborhoods Implementation Grant funds in the approximate original amount of Six Million Seventy-Four Thousand One Hundred Dollars ($6,074,100.00) (the "**Authority CNI Loan**"), a bridge loan from the Authority in the approximate original amount of One Million Five Hundred Dollars ($1,500,000.00) (the "**Authority Bridge Loan**"), and a loan of Infill Infrastructure Grant funds in the approximate original amount of Five Million Dollars ($5,000,000.00) (the "**Authority IIG Loan**" and together with the Authority CNI Loan and Authority Gap Loan, the "**Loan**") made by the Housing Authority of the City of Los Angeles ("**Lender**") to Jordan Downs 3, LP, a California limited partnership ("**Borrower**" or the "**Partnership**") for the construction of approximately seventy-six (76) units of rental housing and related improvements (the "**Project**"). The Amended and Restated Agreement of Limited Partnership forming or continuing the Borrower is referred to herein as the "**Partnership Agreement**".

The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "**Loan Documents**"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms, and conditions shall control and prevail:

1. **Non-recourse Obligation**. Subject to and as more particularly set forth in Section 2.10 of the Loan Agreement, the Loan is a non-recourse obligation of Borrower. Except as expressly provided in Section 2.10 of the Loan Agreement, neither Borrower nor any of its general and limited partners, nor any other party shall have any personal liability for repayment of the Loan. Except as expressly provided in Section 2.10 of the Loan Agreement, the sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

2. **General Partner Change**. The withdrawal, removal, and/or replacement of a general partner of the Partnership pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness.

3. **Monetary Default**. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. Borrower shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. Borrower's limited partners shall have the right, but not the obligation, to cure any default under the Loan Documents within the applicable cure periods provided to Borrower thereunder.

4. **Non-Monetary Default**. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the default within a reasonable time, Lender shall give Borrower and each of the general and limited partners of the Partnership written notice thereof, whereupon the limited partner may remove and replace the general partner with a substitute general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

5. **Casualty, Condemnation, Etc**. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents (subject to any applicable cure periods thereunder). If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

6. **Force Majeure**. There shall be no default for delays by reason of Force Majeure as provided in Section 7.14 of the Loan Agreement, except as provided in said Section 7.14.

7. **Purchase Rights**. The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of Lender to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan obligations by the project sponsor and the release of Borrower from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.

8. **Loan Assumption**. If the purchase option and right of first refusal agreement described in the Partnership Agreement is not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded

covenant, any requisite consent of lender to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Borrower from such obligations, shall not be unreasonably withheld, provided, however, that the principals of purchaser shall be comparable to the principals of Borrower in (a) experience and track record of developing, operating, maintaining, and, if applicable, managing, affordable housing financed with sources and restrictions comparable to the Approved Financing, (b) financial wherewithal, and (c) such other underwriting criteria as may be employed by lender at the time of any such proposed assumption.

9. **Lender Approvals, Etc**. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.

10. **Subordination**. Lender acknowledges that Borrower and the California Tax Credit Allocation Committee intend to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. Lender agrees to subordinate the Loan and Lender's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.

11. **Notice Address**.

The Notice Address of the Investor Limited Partner is:	Wells Fargo Affordable Housing Community Development Corporation 550 S. Tryon Street 23rd Floor, D1086-239 Charlotte, NC 28202-4200 Attn: Director of Tax Credit Asset Management
with a copy to:	Sidley Austin LLP One South Dearborn Chicago, IL 60603 Attn: Philip Spahn

[signatures page follows]

In Witness Whereof, the undersigned have caused this Rider to be executed this ____ day of _____, 2022.

LENDER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

EXHIBIT C

HUD Rider to Loan Documents

This HUD Rider to Loan Documents (this "**Rider**") modifies the deed of trust and related documents (collectively, the "**Loan Documents**") entered into between the **HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**, a public body, corporate and politic, organized and existing under the laws of the State of California (the "**Authority**") and **JORDAN DOWNS 3, LP**, a California limited partnership (the "**Borrower**"), in connection with a loan of Six Million Seventy-Four Thousand One Hundred Dollars ($6,074,100.00) in Choice Neighborhood Initiative Implementation Grant funds ("**Authority CNI Loan**"), a loan of One Million Five Hundred Dollars ($1,500,000.00) for bridge financing ("**Authority Bridge Loan**"), and a loan of Five Million Dollars ($5,000,000.00) in Infill Infrastructure Grant funds ("**Authority IIG Loan**") (collectively, the "**Authority Funds**") by the Authority to the Borrower to be used for the construction of approximately seventy-six (76) units (including one (1) manager's unit) of rental housing and related improvements (the "**Project**") on real property in the County of Los Angeles, California as more particularly described in Exhibit A attached to the aforementioned deed of trust (the "**Property**").

1. **Inconsistent Provisions**. If the provisions of this Rider are inconsistent with the provisions of the Loan Documents, the provisions of this Rider shall be controlling.

2. **Defined Terms**. Capitalized terms not defined herein are as defined in the Loan Documents.

3. **RAD Regulatory Documents**. By the acceptance, execution and/or recording of this Rider, the Lender acknowledges that nine (9) units to be constructed on the Property are subject to: (a) requirements applicable to the U. S. Department of Housing and Urban Development's ("**HUD**") Rental Assistance Demonstration ("**RAD**") Program authorized by the Consolidated and Further Continuing Appropriations Act of 2012 as amended by the Consolidated Appropriations Act, 2014 (Pub. L. No. 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. No. 113-235, approved December 6, 2014), and Division L, Title II, Section 237 of the Consolidated Appropriations Act (Pub. L. No. 114-113, enacted December 18, 2015), (b) HUD Notice H-2019-09 PIH 2019-23 (HA) (September 5, 2019), as may be further amended; and (c) requirements contained in (i) the RAD Use Agreement (Form HUD 52625), (ii) the RAD Conversion Commitment (HUD Form 52624), as amended, and (iii) the Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program Housing Assistance Payment Contract (HUD Form 52530A (04/2015) and HUD 52621 (4/2017)). Such requirements in Sections (a) and (b) herein shall be referred to as the "**RAD Requirements**." If there is a conflict between a provision of the Loan Documents and any RAD Requirement, then the RAD Requirement shall govern, except as such RAD Requirement may have been expressly waived in writing by HUD.

4. **CNI Requirements**.

   (a) The Project has been financed, in part, by the Authority pursuant to that certain Development Proposal (the "**Development Proposal**") submitted by the Authority to HUD under the Choice Neighborhoods Initiative ("**CNI**") Implementation Grant Program and as implemented by that certain Declaration of Restrictive Covenants Choice Neighborhoods

Initiative Implementation Grant Program executed by the Authority and the Borrower for the benefit of HUD dated on or about the date hereof (the "**CNI Declaration**").

(b) The proceeds made available pursuant to the Development Proposal are to be used by the Authority in connection with Borrower's revitalization of the former Jordan Downs public housing development and its surrounding neighborhood. The proceeds made available pursuant to the Development Proposal shall be used to support the Project by the Borrower. The Project is the subject of the transaction contemplated by the Loan Documents and consists of thirty-nine (39) residential rental units subject to the CNI Declaration.

(c) Notwithstanding any provisions of the CNI Declaration that may be construed to the contrary, in the event of any conflict with, or ambiguity between, the CNI Declaration and any term or provision of the Loan Documents, the provisions of the CNI Declaration shall be controlling, except to the extent that a more restrictive requirement under the Loan Documents is enforceable without violating the CNI Declaration.

5. **Subordination to HUD Documents**. The Loan Documents are: (i) subordinate and subject to the RAD Use Agreement, (ii) subordinate to the CNI Declaration and (iii) encumbers the leasehold estate of the Borrower. Subordination extends to and continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement, CNI Declaration, Loan Documents or this Deed of Trust. The RAD Use Agreement and CNI Declaration survive foreclosure and bankruptcy of the Borrower.

6. **Transfer Restrictions**. The Authority agrees that any transfers of interests in the Property or Project will be done in accordance with the RAD Requirements and CNI Declaration.

7. **Transferred Funds Not Deemed to Create Relationship With HUD**. Nothing contained in any of the Loan Documents, nor any act of HUD, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD.

8. **Incorporation**. This Rider shall be deemed incorporated into the Loan Documents as if fully set forth herein and therein.

9. **Third-Party Beneficiary**. Notwithstanding anything in the Loan Documents to the contrary, the Authority is an express third-party beneficiary under the provisions of this Rider for the sole purpose of enforcing the provisions of this Rider.

10. **Notices**. Any notices of Borrower default provided pursuant to the Loan Documents shall also be provided to HUD as follows:

If to HUD, to: United States Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, DC 20410
Attn: Office of the General Counsel

[signature page(s) to follow]

IN WITNESS WHEREOF, the Borrower and the Authority have duly executed and delivered this Rider contemporaneous with the Loan Documents.

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public
benefit corporation,
its sole member and manager

By: _____
Kimberly McKay
Executive Vice President

[NOTARY BLOCKS ON NEXT PAGE]

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

AUTHORITY:

HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES,
a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

[NOTARY BLOCKS ON NEXT PAGE]

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
171 17th Street, Floor 4
Atlanta, GA 30363-1032
Attention: Dorsey Henry-Davidson

Loan No. 1020842

THIS SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION AGREEMENT (HACLA)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY AND RESTRICTIVE COVENANTS ON THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SENIOR LENDER'S DEED OF TRUST (DEFINED BELOW).

THIS SUBORDINATION AGREEMENT ("Agreement") is entered into as of April 1, 2022, by and among **JORDAN DOWNS 3, LP**, a California limited partnership ("Borrower"), and the **HOUSING AUTHORITY OF THE SUBORDINATE LENDER OF LOS ANGELES**, a public body, corporate and politic ("Subordinate Lender"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, and its successors and assigns ("Senior Lender").

RECITALS

A. Borrower is the owner of leasehold interest in that certain real property ("Property") described in **Exhibit A** attached hereto. Borrower intends to construct [_____] ([__]) units of affordable rental housing except for one unit for the manager ("Improvements") on the Property.

B. Subordinate Lender has agreed to make the following loans to Borrower: an acquisition loan in the original principal amount of $[3,190,000] (the "Acquisition Loan"), a loan in the original principal amount of $[6,074,100] (the "CNI Loan"), an acquisition loan in the original principal amount of $[5,000,000] (the "IIG Loan"), and a bridge loan in the original principal amount of $[1,500,000] (the "Bridge Loan," and together with the Acquisition Loan, the CNI Loan and the IIG Loan, referred to herein as the "Subordinate Loan"). The Subordinate Loan is evidenced by that certain Authority Acquisition Note (Jordan Downs Area H2A) dated April [__], 2022, in the amount of $[3,190,000] executed by Borrower in favor of Subordinate Lender, that certain Authority CNI Note (Jordan Downs Area H2A) dated April [__], 2022, in the amount of $[6,074,100] executed by Borrower in favor of Subordinate Lender, that certain Authority IIG Note (Jordan Downs Area H2A) dated April [__], 2022, in the amount of $[5,000,000] executed by Borrower in favor of Subordinate Lender and that certain Authority Bridge Note (Jordan Downs Area H2A) dated April [__], 2022, in the amount of $[1,500,000] executed by Borrower in favor of Subordinate Lender (collectively, the "Subordinate Note"). The Acquisition Loan will be secured by that certain Authority Subordinate Leasehold Deed of Trust With Assignment of Rents, Security Agreement, and Fixture Filing (Authority Acquisition Loan) dated April [__], 2022, to be recorded substantially concurrently herewith in the Official Records of the County of Los Angeles (the "Acquisition Deed of Trust"). The Bridge Loan, CNI Loan and IIG Loan will be secured by that certain Authority Subordinate Leasehold Deed of Trust With Assignment of Rents, Security Agreement, and Fixture Filing (Authority Loans) dated April [__], 2022, to be recorded substantially concurrently herewith in the Official Records of the County of Los Angeles (the "Authority Loans Deed of Trust," and together with the Acquisition Deed of Trust, referred to herein collectively as the "Subordinate Deed of Trust").

C. The Subordinate Note, Subordinate Deed of Trust, and all other documents executed by Borrower in connection with the Subordinate Loan are hereafter referred to collectively as the "Subordinate Loan Documents."

D. Borrower and Senior Lender have executed a Loan Agreement ("Senior Loan Agreement") of even date herewith, wherein Senior Lender has agreed to make a loan ("Senior Loan") in the original principal amount of [_____] AND NO/100THS DOLLARS ($[_____]) Borrower has executed, among other things, a Promissory Note in favor of Senior Lender of even date herewith, in the principal amount of the Loan (the "Senior Note"), which Note will be secured by that certain Construction and Permanent Leasehold Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith, to be recorded concurrently herewith in the Official Records of the County of Los Angeles, encumbering Borrower's leasehold interest in the Property and fee interest in the Improvements (the "Senior Deed of Trust") and a Financing Statement, to be filed with the Secretary of State of California (the "Senior Lender Financing Statement")

G. Senior Lender, Borrower and California Community Reinvestment Corporation, a California nonprofit public benefit corporation ("CCRC") have entered into that certain Loan Purchase Agreement dated as of the date hereof, as amended, the "Loan Purchase Agreement"), and upon the satisfaction of certain terms and conditions contained therein, (i) CCRC has agreed to purchase a portion of the principal amount of the Senior Loan from Senior Lender on the Conversion Date (as defined in the Loan Purchase Agreement) and thereupon become the "Senior Lender" under the Senior Loan Agreement, (ii) Senior Lender has agreed to assign its rights under the Senior Loan Agreement, the Senior Note, the Senior Deed of Trust, and certain of the other Senior Loan Documents to CCRC on the Conversion Date, and (iii) Borrower has agreed to execute certain additional documents in connection with such purchase and assignment.

E. As a condition precedent to Senior Lender making the Senior Loan, Senior Lender requires that the Senior Deed of Trust, the repayment of the Senior Loan, and the other Senior Loan Documents unconditionally and at all times remain a lien or charge upon the Property and Improvements, as applicable, prior and superior to all the rights of Subordinate Lender under the Subordinate Loan Documents, and that Subordinate Lender specifically and unconditionally subordinates the Subordinate Deed of Trust to the lien or charge of the Senior Deed of Trust, the repayment of the Senior Loan and the other Senior Loan Documents.

G. It is to the mutual benefit of the parties hereto that Senior Lender make the Senior Loan to Borrower.

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

1. The Senior Deed of Trust securing the Senior Note, and any renewals or extensions thereof and all amendments and modifications together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents (including all sums advanced for the purposes of protecting or further securing the lien of the Senior Deed of Trust or curing defaults by Borrower under the Senior Loan Documents), shall unconditionally be and at all times remain a lien or charge on the Property and Improvements, as applicable, prior and superior to the Subordinate Deed of Trust, and all obligations secured thereby and the other Subordinate Loan Documents. Senior Lender agrees that there shall be no "Material Modification" of the Senior Loan Documents in a manner that creates an adverse effect upon the Subordinate Lender under the Subordinate Loan Documents without the prior written consent of Subordinate Lender, which consent shall not be unreasonably withheld or delayed. Senior Lender agrees that a "Material Modification" of the Senior Loan Documents shall mean any modification of the Senior Loan Documents in a manner that creates an adverse effect upon the Subordinate Lender under the Subordinate Loan Documents and includes, but is not limited to, any modification which (a) increases the principal amount of the Senior Loan, (b) increases the interest rate

on the Senior Loan (except as contemplated in the Senior Loan Documents as of the Effective Date), (c) decreases the term of the Senior Loan, or (d) permits the substitution of the security collateral for the Senior Loan without the prior written consent of Subordinate Lender which shall not be unreasonably withheld or delayed.

2. Senior Lender would not have made the Senior Loan without Subordinate Lender's commitment to execute this Agreement.

3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinate Loan Documents, and shall supersede and cancel any prior agreements as to such subordination of the Subordinate Deed of Trust, the other Subordinate Loan Documents and all indebtedness secured thereby to the Senior Lender's Deed of Trust.

4. Subordinate Lender declares, agrees and acknowledges for the benefit of Senior Lender, that:

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

b. Subordinate Lender represents and warrants as of the date of this Agreement and the date of recordation of this Agreement that: (i) the Subordinate Deed of Trust and other Subordinate Loan Documents are in full force and effect; and (ii) there is no breach or event of default (or conditions or events which, with notice or the passage of time or both, would constitute a breach or default), known to Subordinate Lender, under the Subordinate Loan Documents; and

c. Subordinate Lender intentionally and unconditionally waives and relinquishes the priority of the Subordinate Loan Documents and subordinates the liens and charges of the Subordinate Deed of Trust, and the other Subordinate Loan Documents to the lien or charge of the Senior Deed of Trust upon the Property and Improvements, the repayment of the Senior Loan and the other Senior Loan Documents; and

d. Subordinate Lender understands that in reliance upon, and in consideration of, the waiver, relinquishment and subordination, specific loans and advances as set forth in the Senior Loan Agreement are being and will be made by Senior Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

e. Subordinate Lender agrees to notify the holder of the Senior Note within thirty (30) days after Subordinate Lender has knowledge of a breach, default or event of default under any of the Subordinate Loan Documents. Subordinate Lender shall not, under any circumstances, incur any liability for any failure to provide such notice to Senior Lender; provided, however, Subordinate Lender shall correct any such failure to provide such notice required under this paragraph by promptly giving notice to Senior Lender following the discovery of such failure.

f. Subordinate Lender is not an affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an affiliate of Borrower.

g. The term of the Subordinate Note does not end before the stated term of the Senior Note.

h. Borrower and Senior Lender agree that a default under the Senior Loan Documents shall constitute a default under the Subordinate Loan Documents and Subordinate Lender shall have the right to exercise all rights and remedies under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower and/or Subordinate Lender cures a default under the Senior Loan Documents to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising solely from such default under the Senior Loan Documents shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such default under the Senior Loan had never occurred.

5. Senior Lender may, without affecting the subordination provided herein: (a) release or compromise any obligation of any nature with respect to the Senior Loan Documents; (b) release its security interest in, or surrender, release all or any part of any properties securing the Senior Note; or (c) retain or obtain a security interest in any property to secure payment of the Senior Note. Notwithstanding the foregoing, Senior Lender agrees that it will not modify the Senior Loan Documents in a material way to (i) increase the principal amount of the Senior Loan, (ii) increase the interest rate under the Senior Note, or (iii) decrease the term of the Senior Loan or (iv) permit substitution of the security collateral without the prior written consent of Subordinate Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Senior Lender may substitute deposit accounts held as security into which proceeds of the Loan or other funds of Borrower are deposited.

6. Subordinate Lender hereby confirms to and agrees with Senior Lender as to the following:

a. Subordinate Lender has delivered to Senior Lender true and complete copies of the Subordinate Loan Documents, and such documents have not been amended, modified or supplemented in any way, except as disclosed therein; and

b. Subordinate Lender hereby acknowledges the Senior Loan and the execution and delivery by Borrower to Senior Lender of the Senior Loan Documents and acknowledges the provisions of the Senior Loan Documents, including, without limitation, all terms of the Senior Note; provided, however, such acknowledgement of the Senior Loan Documents does not constitute a legal opinion as to the validity of such documents under applicable law; and

c. Subordinate Lender and Borrower agree not to enter into any agreement to amend or modify the Subordinate Loan Documents in any material way to (a) increase the principal amount of the Subordinate Loan; (b) increase the interest rate under the Subordinate Note; (c) decrease the term of the Subordinate Loan without the prior written consent of Senior Lender; (d) revise any restrictions on the permitted income of and maximum rental that can be received from tenants at the Project, or (e) otherwise amend the Subordinate Loan Documents in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents; provided, however, in no event shall this Agreement be deemed to waive or modify any obligation of Borrower under the Senior Loan Agreement to obtain the consent of Senior Lender. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

d. Subordinate Lender specifically acknowledges that, subject to completion of certain improvements on the Property and the satisfaction by Borrower of certain other conditions on or before the Conversion Date, CCRC shall purchase the Senior Loan from Senior Lender and Senior Lender's rights to the Senior Loan. Upon such purchase, the Senior Loan will become non-recourse, with certain exceptions, and will automatically convert from an interest-only construction loan into an amortizing term loan, with an interest rate as set forth in the Senior Note. The parties hereto acknowledge that if CCRC should become the owner and holder of the Senior Loan, then this Agreement shall continue to inure to the benefit of CCRC and its successors and assigns, who shall thereafter be deemed the "Senior Lender" hereunder. Subordinate Lender further agrees that its agreement to subordinate the Subordinate Loan Documents hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all

or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) and, in the event of new mortgage debt, Subordinate Lender shall, after its review and approval, which approval shall not be unreasonably withheld or delayed, execute and deliver to Senior Lender a new subordination agreement on the same terms and conditions as this Agreement.

7. Borrower acknowledges and agrees that in no event shall this Agreement be deemed to have waived (a) as between Borrower and Subordinate Lender, any term or provision of the Subordinate Loan Documents, or (b) as between Borrower and Senior Lender, any term or provision of the Loan Documents.

8. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of California.

9. The individual or individuals executing this Agreement on behalf of each party represents and warrants that (a) it has been duly and validly authorized to do so on behalf of such party with the full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder, (b) this Agreement is a valid, binding and enforceable obligation of such party, and (c) no consent of a third party is required to enter into this Agreement.

10. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.

11. This Agreement is one of the Loan Documents as that term is defined in the Senior Loan Agreement.

12. All notices, demands, approvals and other communications which are required to or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal delivery, overnight air courier or registered or certified U.S. mail, with return receipt requested, to the appropriate party as its address as follows:

If to the Subordinate Lender:
Housing Authority of City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057
Attn: President and Chief Executive Officer

with copy to:
Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, Suite 400
Washington, DC 20001
Attn: Megan Glasheen

If to Borrower:
Jordan Downs 3, LP
c/o BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attention: Executive Director

With a copy to:

Goldfarb & Lipman LLP
1300 Clay Street, Eleventh Floor
Oakland, California 94612
Attention: Heather Gould

And a copy to:

Wells Fargo Affordable Housing Community
550 S. Tryon Street, 23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Manager, Deal Management

If to Senior Lender:

Wells Fargo Bank, National Association
550 S. Tryon Street, 23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Manager, Deal Management
Loan No. 1020842

And a copy to:

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, California 91210
Attention: President

If to Senior Lender
(After Conversion):

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, California 91210
Attention: President

Addresses for notice may be changed from time to time by written notice to all other parties. If any communication is given by mail it will be deemed to be effective for all purposes upon the earlier of (a) 96 hours after deposit in the U.S. Mail with proper postage prepaid; or (b) actual receipt, as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

13. Right to Cure.

a. Senior Lender and Borrower shall deliver to Subordinate Lender, at the address indicated in Section 12 above, copies of any notices of default delivered to Borrower in connection with the Senior Loan Documents concurrently with the delivery of notice of default to Borrower. Subordinate Lender shall have the right (but not the obligation) to cure any default by Borrower under the terms and conditions of the Senior Loan Documents, and Senior Lender shall accept performance by Subordinate Lender as if such performance were tendered by Borrower, so long as Subordinate Lender cures any (i) monetary default within thirty (30) days after receipt of notice that such monetary default is past due, or (ii) any non-monetary default within thirty (30) days after Senior Lender has mailed or delivered (whichever is earlier if mailed in accordance with Section 12 above) to Subordinate Lender written notice of such failure. If such failure can ultimately be cured, but is not susceptible to being cured within the applicable period, Subordinate Lender shall have the greater of an additional thirty (30) days or such additional time as is determined by Senior Lender in its reasonable discretion to cure such default, provided: (aa) Subordinate Lender has commenced curing and is diligently pursuing a cure of such failure with such thirty (30) day period; and (bb) such failure is completely cured within sixty (60) days from the date that Senior Lender's original notice was mailed or delivered to Subordinate Lender. Provided Subordinate Lender cures the default within the applicable cure period set forth above, Senior Lender shall not accelerate the Senior Loan. All amounts paid by the Subordinate Lender to the Senior Lender to cure a default under the Senior Loan Documents shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

b. Notwithstanding Subordinate Lender's cure rights described in Section 13(a) above, as applicable, if Borrower fails to make a payment or perform any obligation when due and if Senior Lender reasonably determines that there is an imminent danger that its security will be materially impaired or that action is necessary to prevent future deterioration of its security, Senior Lender may, upon delivery of written notice of such determination to Subordinate Lender, immediately take such actions as are reasonably necessary to cure said default and preserve Senior Lender's security, including, but not limited to, filing a judicial foreclosure action and seeking the appointment of a receiver. Senior Lender shall not, under any circumstances, incur any liability for any failure to provide any notice to Subordinate Lender under this Section 13; provided, however, Senior Lender shall correct any such failure to provide such notice required under this Agreement, if so requested, and permit the cure of such default within the time periods set forth in this Section 13 commencing from the date of mailing or delivering of such corrected notice to Subordinate Lender. It shall be the obligation of Subordinate Lender to provide and update its address for notice purposes hereunder and Senior Lender shall have no duty to verify the accuracy or completeness of such information.

c. After the expiration of the cure periods as specified in Section 13(a) above, and if any default remains uncured, Senior Lender may record a Notice of Default at the Los Angeles County Recorder's Office. Subordinate Lender's right to cure a default under the Senior Loan Documents pursuant to this Section 13 shall not operate to waive, impair or delay the exercise of Senior Lender's rights or remedies under the Senior Loan Documents or applicable law with respect to such Event of Default after the expiration of any cure period specified under Section 13(a), as applicable. Senior Lender reserves the right to exercise all its remedies pursuant to the Senior Loan Documents upon the occurrence of any subsequent Event of Default under the Senior Loan Documents that remains uncured.

d. Nothing in this Section is intended to limit or modify any covenant, term, or condition contained in the Senior Loan Documents, including, without limitation, any "due-on-sale" or "due-on-transfer" covenant or any covenant against creating or recording liens or encumbrances against the Property.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

Exhibit A is attached hereto and incorporated herein by this reference.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

SENIOR LENDER:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Jeff Bennett
Title: Senior Vice President

BORROWER:

JORDAN DOWNS 3, LP,
a California limited partnership

By: JD Housing 3, LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kimberly McKay, Executive Vice President

SUBORDINATE LENDER:

THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: _____
Douglas Guthrie
President and Chief Executive Officer

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 201__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaSubordinate Lender(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 202__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaSubordinate Lender(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 202__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaSubordinate Lender(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

DESCRIPTION OF PROPERTY

Exhibit A to Subordination Agreement by and among **JORDAN DOWNS 3, LP,** a California limited partnership ("Borrower"), and the **HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**, a public body, corporate and politic ("Subordinate Lender"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, and its successors and assigns ("Senior Lender").

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

[_____]

RIGHT OF FIRST REFUSAL, PURCHASE OPTION AND PUT RIGHT AGREEMENT

THIS RIGHT OF FIRST REFUSAL, PURCHASE OPTION AND PUT RIGHT AGREEMENT is made effective as of [_____], 2022, by and among **Jordan Downs 3, LP,** a California limited partnership (the "***Partnership***"), **JD Housing 3, LLC**, a California limited liability company (the "***General Partner***"), **Housing Authority of the City of Los Angeles**, a public body corporate and politic ("***HACLA***"), **BRIDGE Housing Corporation,** a California nonprofit public benefit corporation ("***BRIDGE***"), **Wells Fargo Affordable Housing Community Development Corporation**, a North Carolina corporation ("***Wells Fargo***") and **La Cienega LOMOD, Inc.**, a California nonprofit public benefit corporation ("***La Cienega***") solely with respect to its acknowledgement of the General Partner's rights contained herein.

W I T N E S S E T H:

WHEREAS, the Partnership was formed for the purposes of constructing an affordable housing apartment complex containing 76 apartment units to be located in Los Angeles, California, which is intended to qualify for federal low income housing tax credits under Code Section 42 (the "***Apartment Complex***"), pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership of even date herewith (the "***Partnership Agreement***").

WHEREAS, the partners of the Partnership include the General Partner and Wells Fargo as the Investor Limited Partner of the Partnership (the "***Investor Limited Partner***").

WHEREAS, HACLA is the owner of the land upon which the Apartment Complex is located, and (concurrently herewith) is entering into a ground lease with the Partnership for a lease of the land by the Partnership.

WHEREAS, the Partnership desires to give, grant, bargain, sell and convey to the General Partner and to HACLA certain rights to purchase the Apartment Complex and/or the Interest of the Investor Limited Partner after the end of the Compliance Period, on the terms and subject to the conditions set forth herein.

WHEREAS, the consent of the Investor Limited Partner is required for any sale of the Apartment Complex under the Partnership Agreement and by executing this Agreement the Investor Limited Partner hereby consents to the sale of the Apartment Complex under the terms and conditions set forth below.

WHEREAS, by executing this Agreement, La Cienega, as Class A Limited Partner of the Partnership, hereby consents to the exercise of the rights granted to the General Partner under the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Put Option.** At any time beginning on the first day following the expiration of the Compliance Period of the Apartment Complex and continuing thereafter (the "***Put Option Period***"), the Investor Limited Partner shall have the right to require that the General Partner (or

its designee) purchase the entire Interest of the Investor Limited Partner (the "***Put Option***"), for a purchase price equal to $100 (the "***Put Option Price***"). The Investor Limited Partner may exercise the Put Option by giving written notice, as set forth in Section 13.02 of the Partnership Agreement, to the General Partner (the "***Put Option Notice***"). The Put Option Notice shall provide the Investor Limited Partner's desired closing date for the closing of the purchase which date shall not be more than ninety (90) days after the date on which Investor Limited Partner has delivered said notice to the General Partner. On the date of closing of the sale of the Investor Limited Partner's interest pursuant to the exercise of the Put Option, the General Partner shall pay to the Investor Limited Partner (i) the Put Option Price, in cash or immediately available funds, unless otherwise mutually agreed, and (ii) all Unpaid Obligations (as defined below). Upon receipt of the Put Option Price and Unpaid Obligations, the Investor Limited Partner (and the Special Limited Partner, if any) shall transfer its Interest to the General Partner, or designee of the General Partner, free and clear of any liens, charges, encumbrances or interests of any third party and shall execute or cause to be executed any documents required to fully transfer such Interest. If the Interest of the Investor Limited Partner is transferred pursuant to the exercise of the Put Option, (i) the General Partner shall remain liable to the Investor Limited Partner for all recapture liability, indemnities, guarantees, liabilities and other obligations owed to the Investor Limited Partner under the Partnership Agreement and (ii) the entire Interest of the Special Limited Partner, if any, shall be transferred simultaneously to the General Partner or its designee for the sale price of $100.

2. **Right of First Refusal**.

a. **HACLA Grant of Refusal Right**. From the first day after the end of the Compliance Period for the Apartment Complex and for twenty-four (24) months thereafter, the Partnership hereby grants to HACLA a right of first refusal in accordance with Code Section 42(i)(7) (the "***HACLA Refusal Right***") for a period of sixty (60) days, if the General Partner is then serving as the general partner of the Partnership. If the Partnership receives such an offer to purchase the Apartment Complex, then within thirty (30) days of the Partnership's receipt of such offer, the Partnership shall provide notice and a copy of such offer to the Investor Limited Partner, and after providing such notice and a copy of the offer to the Investor Limited Partner, the Partnership shall offer the Apartment Complex to HACLA at the Refusal Right Sale Price.

b. **BRIDGE Grant of Refusal Right.** From the first day after the end of the HACLA Refusal Right and for twenty-four (24) months thereafter, the Partnership hereby grants to BRIDGE a right of first refusal in accordance with Code Section 42(i)(7) (the "***BRIDGE Refusal Right***") for a period of sixty (60) days, if the General Partner is then serving as the general partner of the Partnership. If the Partnership receives such an offer to purchase the Apartment Complex, then within thirty (30) days of the Partnership's receipt of such offer, the Partnership shall provide notice and a copy of such offer to the Investor Limited Partner, and after providing such notice and a copy of the offer to the Investor Limited Partner, the Partnership shall offer the Apartment Complex to BRIDGE at the Refusal Right Sale Price.

c. **Refusal Right Sale Price**. The sale price for the Apartment Complex pursuant to the HACLA Refusal Right or the BRIDGE Refusal Right (the "***Refusal Right***

Sale Price") shall be equal to the greater of (A) $100, or (B) the sum of (i) the principal amount of all outstanding indebtedness secured by the Apartment Complex (including any accrued interest and any loans to the Partnership by the Investor Limited Partner); plus (ii) an amount sufficient to enable the Partnership to distribute cash to the Partners pursuant to the liquidation provisions of the Partnership Agreement in an amount equal to the sum of (a) all federal, state and local taxes of the Partnership and its Partners attributable to such sale; plus (b) the amount of any unpaid Downward Adjusters (plus interest thereon at the rate specified in Section 3.05 of the Partnership Agreement); plus (c) Asset Management Fees owed to the Investor Limited Partner, plus (d) any other amounts owed to the Investor Limited Partner under the Partnership Agreement and any associated documents including, without limitation, amounts payable pursuant to Sections 3.05, 6.05, 6.10(m) and 12.06 of the Partnership Agreement (but excluding Cash Flow or Net Proceeds from the final subsections of Section 4.02(a) and 4.02(b), as applicable), (collectively, the "***Unpaid Obligations***"), plus (e) any federal, state and local taxes owed by any Partner as a result of its receipt of such cash distribution relating to clauses (a), (b) or (e) of this clause (b)(ii) (calculated on the assumption that the Investor Limited Partner is subject to tax at the highest marginal rate applicable to a corporation). For purposes of the prior sentence (including the definition of "Unpaid Obligations"), Downward Adjusters attributable to a Change In Law and Asset Management Fees, both of which are payable from Cash Flow and Net Proceeds only pursuant to Section 4.02 of the Partnership Agreement, shall be considered as currently due and payable to the Investor Limited Partner, along with all other Unpaid Obligations.

d. **Refusal Right Closing**. The closing of a sale of the Apartment Complex pursuant to the Refusal Right shall occur within one hundred eighty (180) days after HACLA notifies the Partnership of its intent to exercise the HACLA Refusal Right, but in no event prior to the end of the Compliance Period or, in the event HACLA does not exercise the HACLA Refusal Right, within one hundred eighty (180) days after BRIDGE notifies the Partnership of its intent to exercise the BRIDGE Refusal Right. The entire Refusal Right Sale Price shall be paid to the Partnership at the closing by assumption of outstanding indebtedness and, otherwise in cash or immediately available funds.

e. **Conditions**. The rights set forth in this Section 2 shall be conditioned upon the agreement by HACLA that the Apartment Complex will be maintained for low income use for at least 15 years after the end of the Compliance Period under Section 42 of the Code, and that such restriction with regard to low income use shall be recorded as a restriction against the Apartment Complex. In addition, the rights set forth in this Section 2 shall apply and be available to HACLA and/or BRIDGE, as applicable, only at such time(s) as HACLA and/or BRIDGE, as applicable (or any assignee) qualifies as a tax exempt organization under Section 501(c)(3) or Section 501(c)(4) of the Code or is otherwise a permitted purchaser pursuant to Code Section 42(i)(7)(A).

f. **Expiration of Refusal Right**. If HACLA has failed to exercise the HACLA Refusal Right and thereafter BRIDGE fails to exercise the BRIDGE Refusal Right within the time period set forth above, or if the closing of the sale pursuant to the BRIDGE Refusal Right does not occur within the one hundred eighty (180) day period set forth in Section 2(d), then unless otherwise mutually agreed, the BRIDGE Refusal

Right shall expire. In the event the closing of the sale pursuant to the HACLA Refusal Right does not occur within the one hundred eighty day (180) period set forth in Section 2(d), the HACLA Refusal Right shall expire and the expiration date for the HACLA Refusal Right shall mark the beginning of the BRIDGE Refusal Right period.

3. **Purchase Option**.

a. **HACLA Grant of Option**. In addition to the HACLA Refusal Right, commencing on the first day after the end of the Compliance Period for the Apartment Complex, and for twenty-four (24) months thereafter, HACLA shall have the right to purchase either (i) all of the assets owned by the Partnership at the time of purchase, including the real estate, fixtures, and personal property comprising the Apartment Complex or associated with the physical operation thereof, located at the Apartment Complex and owned by the Partnership at the time of purchase, and any cash assets of the Partnership (the "***HACLA Project Purchase Option***"), or (ii) the entire Interest of the Investor Limited Partner (and the Special Limited Partner, if any) (the "***HACLA LP Interest Purchase Option***" and, collectively with the HACLA Project Purchase Option, the "***HACLA Purchase Option***"). The HACLA Purchase Option may be exercised by HACLA giving written notice, as set forth in the Partnership Agreement, to the Investor Limited Partner. Once the purchase price is determined in accordance with the paragraphs below, HACLA shall have 15 days to notify the Partnership and the Investor Limited Partner of its exercise of the HACLA Purchase Option by providing an option notice. The notice shall provide HACLA's desired closing date for the closing of the purchase pursuant to this Agreement, which closing shall occur not more than one hundred eighty (180) days after the date on which HACLA has delivered said notice to the Investor Limited Partner and shall specify whether HACLA is exercising the HACLA Project Purchase Option or the HACLA LP Interest Purchase Option.

b. **BRIDGE Grant of Option**. In addition to the BRIDGE Refusal Right, commencing on the first day after the end of the HACLA Refusal Right, and for twenty-four (24) months thereafter and provided that HACLA has not exercised the HACLA Purchase Option, BRIDGE shall have the right to purchase either (i) all of the assets owned by the Partnership at the time of purchase, including the real estate, fixtures, and personal property comprising the Apartment Complex or associated with the physical operation thereof, located at the Apartment Complex and owned by the Partnership at the time of purchase, and any cash assets of the Partnership (the "***BRIDGE Project Purchase Option***"), or (ii) the entire Interest of the Investor Limited Partner (and the Special Limited Partner, if any) (the "***BRIDGE LP Interest Purchase Option***" and, collectively with the BRIDGE Project Purchase Option, the "***BRIDGE Purchase Option***"). The BRIDGE Purchase Option may be exercised by BRIDGE giving written notice, as set forth in the Partnership Agreement, to the Investor Limited Partner. Once the purchase price is determined in accordance with the paragraphs below, BRIDGE shall have 15 days to notify the Partnership and the Investor Limited Partner of its exercise of the BRIDGE Purchase Option by providing an option notice. The notice shall provide BRIDGE's desired closing date for the closing of the purchase pursuant to this Agreement, which closing shall occur not more than one hundred eighty (180) days after the date on which BRIDGE has delivered said notice to the Investor Limited Partner and

shall specify whether BRIDGE is exercising the BRIDGE Project Purchase Option or the BRIDGE LP Interest Purchase Option.

c. **Project Purchase Option Sale Price**. For a sale under the HACLA Project Purchase Option or the BRIDGE Project Purchase Option, the sale price (the "***Project Purchase Option Sale Price***") shall, subject to Sections 3(d) below, be the greater of:

(x) $100, plus (I) the amount of outstanding debt on any amounts owed by the Partnership (including any loans made by a Partner), (II) the Unpaid Obligations; or

(y) The Fair Market Value (as such term is defined in Section 3(g) of this Agreement) of the Apartment Complex plus any cash assets of the Partnership.

d. **LP Interest Purchase Option Sale Price**. For a sale under the HACLA LP Interest Purchase Option or the BRIDGE LP Interest Purchase Option, the sale price (the "***LP Interest Purchase Option Sale Price***") shall be the Fair Market Value of the Investor Limited Partner's Partnership Interest plus all unpaid amounts owed to the Investor Limited Partner under any provision of the Partnership Agreement and associated documents. The Fair Market Value of the Investor Limited Partner's Interest in the Partnership shall be determined by the Partnership accountants based on a theoretical sale of the Apartment Complex (including any cash assets of the Partnership) for a price equal to the Project Purchase Option Sale Price described above (with Fair Market Value being determined in accordance with the procedure set forth in Section 3(g) below), and assuming that the net proceeds were applied in accordance with Section 4.03 of the Partnership Agreement.

e. **Minimum Amount Distributed to Investor Limited Partner**. Notwithstanding anything to the contrary contained herein, in the event of a sale under either the Project Purchase Option or the LP Interest Purchase Option, the sales price shall be sufficient such that the Investor Limited Partner receives a distribution from the Partnership in an amount equal to the Unpaid Obligations.

f. **[Intentionally Omitted]**.

g. **Determination of Fair Market Value**. The Fair Market Value of the Apartment Complex and cash assets shall be determined by mutual agreement of the parties or, in the absence of such agreement, as follows: HACLA or BRIDGE, as applicable, and the Investor Limited Partner shall select a mutually acceptable appraiser who shall determine the Fair Market Value of the Apartment Complex and the cash assets. In the event the parties are unable to agree upon an appraiser, the Investor Limited Partner shall provide HACLA or BRIDGE, as applicable, with a list of not fewer than three (3) acceptable appraisers, and HACLA or BRIDGE, as applicable shall then select an appraiser from the list provided by the Investor Limited Partner, and HACLA or BRIDGE shall then select an appraiser from the list provided by the Investor Limited

Partner. The value as determined by the mutual agreement of the parties or by the appraiser as described herein shall be the "***Fair Market Value***" for the purposes of this Agreement. HACLA or BRIDGE, as applicable, shall pay the costs of the appraiser.

Any appraiser selected pursuant to this Section 3(g) shall be an MAI appraiser with at least five (5) years of experience in valuing income-restricted multifamily rental property. The appraisals shall take into account any title restrictions and the requirement that the Apartment Complex remain dedicated for the use of low income households pursuant to any restrictions under any loan agreements or regulatory agreements.

h. **Project Purchase Option Closing**. The entire Project Purchase Option Sale Price shall be paid to the Partnership at the closing in cash or immediately available funds, except for loans that are assigned and assumed by HACLA and/or BRIDGE, as applicable unless otherwise mutually agreed. HACLA or BRIDGE, as applicable, shall be responsible for the costs of all attorneys' fees incurred in connection with the closing.

i. **LP Interest Project Purchase Option Closing**. The entire LP Interest Purchase Option Sale Price shall be paid to the Investor Limited Partner at the closing in cash or immediately available funds, unless otherwise mutually agreed. For a sale under the LP Interest Purchase Option, the Investor Limited Partner shall be responsible for the costs of its own attorneys' fees incurred in connection with the closing. All other costs of the purchase of the Interest shall be paid by HACLA and/or BRIDGE, as applicable including, without limitation, any applicable transfer taxes. Upon receipt of the LP Interest Purchase Option Sale Price, the Investor Limited Partner (and the Special Limited Partner, if any) shall transfer its Interest to HACLA or BRIDGE, as applicable, or designee of HACLA or BRIDGE, free and clear of any liens, charges, encumbrances or interests of any third party and shall execute or cause to be executed any documents required to fully transfer such Interest. As of the effective date of such closing, the Investor Limited Partner (and the Special Limited Partner, if any) shall withdraw from the Partnership and shall have no further interest in or obligation to the Partnership, and, if required by the Uniform Act, HACLA or BRIDGE, as applicable shall promptly file an amendment to the Certificate of Limited Partnership in the Filing Office reflecting the withdrawal of the Investor Limited Partner (and the Special Limited Partner, if any).

j. **Expiration of Purchase Option**. If HACLA fails to exercise the HACLA Purchase Option within the time period set forth above, or if the closing of the sale pursuant to the HACLA Purchase Option does not occur within the one hundred eighty (180) day period set forth above, then HACLA's Purchase Option shall expire. Following expiration of HACLA's Purchase Option, if BRIDGE fails to exercise the BRIDGE Purchase Option within the time period set forth above, or if the closing of the sale pursuant to the BRIDGE Purchase Option does not occur within the one hundred eighty (180) day period set forth above, then unless otherwise mutually agreed, BRIDGE's Purchase Option shall expire.

4. **Additional Obligations**. In addition to all other obligations set forth in this Agreement, concurrently with: (i) HACLA's exercise of the HACLA Right of First Refusal or the HACLA Purchase Option, and as separate and independent conditions to HACLA's exercise

of the HACLA Right of First Refusal or HACLA Purchase Option; or (ii) upon expiration of the HACLA Right of First Refusal or the HACLA Purchase Option, BRIDGE's exercise of the BRIDGE Right of First Refusal or the BRIDGE Purchase Option, and as separate and independent conditions to BRIDGE's exercise of the BRIDGE Right of First Refusal or BRIDGE Purchase Option, the General Partner shall (a) make a Capital Contribution to the Partnership to enable the Partnership to pay, in full, any unpaid Developer Loan pursuant to the requirements of Section 7.02 of the Partnership Agreement; and (b) cause the Guarantor to provide reaffirmations of all existing Guaranties (1) for events arising prior to the withdrawal of the Investor Limited Partner (regardless of when discovered) that result in loss, liability, damage, cost or expense (including reasonable, actually incurred attorney fees) to the Investor Limited Partner and (2) until the expiration of all applicable audit periods that could result in a reduction, disallowance or reallocation of any Projected Annual Credit Amount allocable to the Investor Limited Partner pursuant to the Partnership Agreement.

5. **Termination**. Notwithstanding anything in this Agreement to the contrary, the HACLA Purchase Option, the BRIDGE Purchase Option, the HACLA Refusal Right and the BRIDGE Refusal Right shall be void and of no further force or effect upon (i) the removal or Withdrawal of the General Partner (or any Affiliate) from the Partnership as a General Partner, (ii) the admission of a party other than the current Partners into the Partnership without the Investor Limited Partner's written consent, or (iii) subject to any applicable cure rights provided therein, any material violation of any representations, warranties or covenants by the General Partner under the Partnership Agreement or the Guarantor under the Guaranty.

6. **Binding Effects and Benefits**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, executors, personal representatives, successors, and assigns. No party to this Agreement may assign the rights under this Agreement without the consent of each other party hereto; provided, however, that HACLA may assign its right hereunder to a qualified nonprofit organization as set forth in Code Section 42(h)(5)(C) or an entity that is otherwise a permitted purchaser pursuant to Code Section 42(i)(7)(A). Any amendment(s) to this Agreement shall be effective only if set forth in writing and signed by each party hereto.

7. **Severability**. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

8. **No Waiver**. No party hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

9. **Capitalized Terms**. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

10. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Los Angeles, California.

11. **Headings**. All headings and captions in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision.

12. **Personal Pronouns**. As the context may require, all personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa.

13. **Statutory References**. Any reference contained in this Agreement to specific statutory or regulatory provisions or to specific governmental agencies or entities shall include any successor statute or regulation, or agency or entity, as the case may be.

14. **Disputes.** Disputes arising with respect rights or obligations (i) under this Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship shall be submitted to arbitration as described in Section 13.13 of the Partnership Agreement as if such Section were fully set forth in this Agreement.

15. **Counterparts**. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. **Subordination**. This Agreement is subordinate to the lien of any deed of trust securing a Deed of Trust Loan against the Apartment Complex. The subordination pursuant to this Section shall not be amended, modified or terminated without the prior consent of the Construction Lender and its successors and assigns.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal, Purchase Option and Put Right Agreement under seal as of the date and year first written above.

GENERAL PARTNER:

JD HOUSING 3, LLC, a California limited liability company

By: BRIDGE Housing Corporation, a California nonprofit public benefit corporation, its sole and managing member

By: _____
Name: Kimberly McKay
Title: Executive Vice President

PARTNERSHIP:

JORDAN DOWNS 3, LP, a California limited partnership

By: JD Housing 3, LLC, a California limited liability company, its general partner

By: BRIDGE Housing Corporation, a California nonprofit public benefit corporation, its sole and managing member

By: _____
Name: Kimberly McKay
Title: Executive Vice President

WELLS FARGO:

WELLS FARGO AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION

By: _____
Name: Timothy J. McCann
Its: Managing Director

HACLA:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES,
a public body, corporate and politic

By:_____
Name:
Title:

BRIDGE:

BRIDGE Housing Corporation, a California nonprofit public benefit corporation

By: _____
Name: Kimberly McKay
Title: Executive Vice President

LA CIENEGA (solely with respect to its acknowledgement of the General Partner's rights contained herein):

La Cienega LOMOD, Inc., a California nonprofit public benefit corporation

By: _____
Name: Tina Smith-Booth
Title: President

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MANAGEMENT & REOCCUPANCY PLAN
Jordan Downs Area H2A

(Final Date to be inserted here)

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Attachments to this Amended and Restated Property Management and Re-occupancy Plan, all based on a previous Jordan Downs phase and will be updated to reflect the final unit mix and funding sources along with this Plan closer to lease up:

Attachment 1 - Marketing and Tenant Selection Plan	Attached.
Attachment 2 - Lease Up Plan	Incorporated into Attachment 1.
Attachment 3 - Maintenance and Repair Plan	Attached.
Attachment 4 - Form of lease and all applicable riders, addenda and attachments	Attached.
Attachment 5 - Security Plan	Attached.
Attachment 6 - Relocation Plan	See DDA
Attachment 7 - Supportive Services Plan	Attached (also see Ground Lease)
Attachment 8 - Section 3 Plan	Attached (see also Ground Lease).
Attachment 9 - Procurement Plan	Attached.
Attachment 10 – Relocating Resident Re-Occupancy Process	Attached.
Attachment 11- Staffing Plan	Attached.
Attachment 12 – Affordability Restrictions	See Ground Lease Exhibit C.
Attachment 13 – Section 504 and ADA Plan	To Be Attached
Attachment 14 – Language Assistance Plan	To Be Attached
Attachment 15 – VAWA Policy	To Be Attached

1. MANAGEMENT PLAN

This PROPERTY MANAGEMENT AND RE-OCCUPANCY PLAN (the "**Plan**") is made and entered into as of _____ by and between The John Stewart Company, a California corporation ("**Agent**"), Jordan Downs 3, LP, a California limited partnership ("**Owner**"), and the Housing Authority of the City of Los Angeles ("**HACLA**" or "**Authority**")..

The Property Management and Re-occupancy Plan (the "**Plan**") sets forth an outline of procedures and guidelines to follow in the management of Jordan Downs Phase Area H2A (the "**Property**"). It is the intent of this Plan and all parties involved to create a decent, safe and sanitary living environment for the residents of the Property and to operate the Property in accordance with the Applicable Regulatory and Operating Requirements.

The Property is a 76 unit multi-family development, along with other ancillary improvements located in the Watts section of Los Angeles as outlined in the Property Summary attached as Attachment A to this Plan.

This Plan has been finalized and approved in accordance with Section_____of the Disposition and Development Agreement. The parties recognize and agree that this Plan remains subject to the review and approval of HCD.

1.1 DEFINITIONS

AHP Requirements - means the requirements arising from any Federal Home Loan Bank Affordable Housing Program funds used in connection with the Property.

Applicable Regulatory and Operating Requirements- means the applicable regulatory requirements and standards outlined in the RAD Requirements, the PBV Requirements, the Tax Credit Requirements, the Authority's Section 8 Administrative Plan as it applies to the Property, HCD Requirements, AHP Requirements, the laws of the State of California, and such other regulatory and funding requirements to which the Property is subject.

Authority- means the Housing Authority of the City of Los Angeles.

Disposition and Development Agreement- means that Disposition and Development Agreement entered into between the Authority and Owner outlining various plans and requirements related to development and operation of the Property.

Former Project - means the 700 unit Jordan Downs public housing community, located between Grape, Alameda, 97th and 103rd streets in the Watts section of Los Angeles.

Ground Lease- means that certain Ground Lease for the Property between the Authority and the Owner dated as of January 1, 2020, and a memorandum of which was recorded on January 10, 2020 in the Official Records Recorder's Office, Los Angeles County, California as Instrument No. 2017-345811.

HAP Contracts- means, collectively, the PBV HAP Contract and the RAD HAP Contract.

HCD - Means the California Department of Housing and Community Development.

HCD Requirements - means the requirements arising from any financing from HCD and used in connection with the Property, including the Infill Infrastructure Grant Program (IIG) and the Uniform Multifamily Regulations (25 CCR 8300).

Marketing and Tenant Selection Plan- means that plan outlining the methods Agent, Owner and Authority will employ to market the Property, and screen applicants the Authority has referred all in accordance with the Applicable Regulatory and Operating Requirements. The Marketing and Tenant Selection Plan is Attachment 1 to this Plan.

Operating Budget- means that operating budget for the Property which includes; but is not necessarily limited to costs for marketing, lease-up, operation, repair, maintenance and improvement of the Property prepared by Agent and approved by both Owner and the Authority.

Partnership Agreement- means that Amended and Restated Agreement of Limited Partnership of Owner.

PBV HAP Contract – means the Housing Assistance Payments Contract between the Authority and the Owner for the PBV Units.

PBV Requirements- means all statutory, regulatory (24 CFR part 983) and programmatic requirements applicable to the PBV Units, including those requirements contained in the HAP Contract for the PBV Units, the Authority's Section 8 Administrative Plan, and all applicable federal statutory, regulatory and executive order requirements, as those requirements may be amended from time to time.

PBV Units- means those forty-five (45) Property units which are subject to a PBV HAP Contract and operated in accordance with the PBV Requirements.

Procurement Plan- means that Procurement Plan for Jordan Downs Redevelopment, prepared by affiliates of Owner and Agent, and approved by the Authority, which outlines contracting procedures for construction and post-construction activities, including those undertaken by Agent, for the Property, and which is Attachment 9 to this Plan.

RAD HAP Contract – means the Housing Assistance Payments Contract between the Authority and the Owner for the RAD Units.

RAD, PBV and Resident Rights Addendum- means that RAD, PBV and Resident Rights Addendum attached to the Management Agreement which sets forth requirements and processes applicable to RAD Units and PBV Units.

RAD Requirements- means all applicable statutes, regulations and guidance and other requirements issued by HUD for the Rental Assistance Demonstration (**RAD**) program, as they become effective, including but not limited to (1) the Consolidated and Further Continuing Appropriations Act of 2012, all applicable statutes and any regulations issued by

HUD for the RAD program, as they become effective and (2) all current requirements in HUD handbooks and guides, notices (including but not limited to, Notice PIH 2019-23 (HA), as it may be amended from time to time), and Mortgagee letters (if any) for the RAD program, (3) the HAP Contract for the RAD Units and the RAD Use Agreement entered into between the Authority, Owner and HUD, and recorded against the Property, and (4) and all updates, changes and amendments thereto, as they become effective.

RAD Units- means those nine (9) units which are subject to a RAD HAP Contract and operated in accordance with the RAD Requirements.

Relocating Residents- means those residents in good standing relocating from the Former Project, which residents will be the initial occupants of the RAD Units and PBV Units.

Relocating Resident Re-Occupancy Process- means that Re-Occupancy and PIC Removal Application and Amendment Process which is Attachment 10 to this Plan.

Relocation Plan- means that Relocation Plan for Jordan Downs prepared for the Housing Authority of the City of Los Angeles and dated August 26, 2016 and updated December 2018, and _____ and future updates and they become available, which provides for the relocation of residents from the Former Project and rehousing of residents of the Former Project in the redeveloped Jordan Downs development which is Attachment 6 to this Plan.

Replacement Units- means those39 units at the Property which will be initially occupied by Relocating Residents from the Former Project, and which are comprised of 9 RAD Units and 30 PBV Units.

Section 3 Plan- means that certain plan developed by Owner and approved by the Authority and attached to this Plan as Attachment 8.

Site-Specific RAD/PBV Waiting List- means that waiting list for the RAD Units and PBV Units held by the Authority, which will be utilized following initial lease up. The Authority will screen applicants and ensure eligibility in accordance with the RAD Requirements for RAD Units and/or the PBV Requirements for PBV Units and the Agent will screen for eligibility under the Tax Credit Requirements and suitability in accordance with the Applicable Regulatory and Operating Requirements.

Tax Credit Requirements or LIHTC Requirements- means those requirements in Section 42 of the Internal Revenue Code of 1986 (**Code**) and established by the California Tax Credit Allocation Committee (**CTCAC**) with respect to development and operation of units funded pursuant to the Code and allocated by CTCAC.

1.2 PARTIES AND THEIR RESPECTIVE ROLES

Jordan Downs 3, LP (**Owner**) recognizes its overall responsibility for the operation of the Property, ensuring it is maintained in good and safe order, condition and repair, maintaining its financial viability in accordance with and ensuring it complies with Applicable Regulatory and Operating Requirements, the Ground Lease, the Partnership Agreement and all applicable funding requirements.

Owner has engaged The John Stewart Company **(Agent)** through a management agreement (**Management Agreement**) which delegates day-to-day decisions concerning the marketing and management of the Property to Agent. The responsibilities of the Agent in managing the Property shall include:

a) Personnel – The Agent will hire all personnel necessary to effectively operate the Property in accordance with the staffing plan (**Staffing Plan**) which is Attachment 11 to this Plan.

b) Accounting – In a form acceptable to the Owner, the Agent will maintain books of accounts and records accurately reflecting the operation of the Property, Agent will ensure that all financial records are in accordance with prescribed governmental and generally accepted accounting principles.

c) Marketing – Subject to the approval of the Owner, the Agent shall develop and implement strategies for the marketing of rental units at the Property in accordance with the Marketing and Tenant Selection Plan in Attachment 1 of this Plan.

d) Leasing – The Agent shall accept applications at the Jordan Downs site location and select and screen applications in accordance with applicable governmental regulations, Applicable Regulatory and Operating Requirements, and the Marketing and Tenant Selection Plan. Agent shall enter into such leases with tenants which have been prepared consistent with this Plan and other governing documents, and which comply with all Applicable Regulatory and Operating Requirements (**Lease**). The form of Lease shall be approved by Owner and the Authority and is Attachment 4 to this Plan.

e) Rent Collection and Lease Enforcement – Agent shall exercise diligence in collecting rents and other income generated by the Property and will enforce the provisions of all Leases in accordance with all Applicable Regulatory and Operating Requirements as well as all applicable state and local landlord-tenant laws, including providing such opportunities for redress prior to eviction, as outlined in this Plan. Agent shall institute any and all legal actions necessary for the collection of rents and other income and for the removal of tenants or other persons from the Property in accordance with Applicable Regulatory and Operating Requirements and all applicable state and local landlord-tenant laws.

f) Maintenance, Repairs and Utilities – The Agent shall maintain and repair the Property consistent with the financial means of the Property to do so such that it is in good and safe condition and repair. Such repairs shall be in accordance with the preventative maintenance schedule approved by Owner and is Attachment 3 to this Plan (**Maintenance and Repair Schedule**) and undertake such additional repairs as necessary to maintain the Property and ensure that utilities and other services are available as outlined in this Plan.

g) Social Services – The Agent shall, consistent with the financial means of the Property, provide for resident activities and social services in accordance with the service plan for the Property (**Supportive Services Plan**) in Attachment 7 to this Plan; provided, however, that in no circumstances shall the level of Supportive Services provided be less than as required under Exhibit H of the Ground Lease Agreement by and between the Authority and the Owner and dated as of April 1, 2022.

h) Regulatory Compliance -- Agent shall ensure that the Property is operated in accordance with all Applicable Regulatory and Operating Requirements.

i) Other Services – The Agent shall perform any other services related to the Property as described in the Management Agreement, this Plan and as required by Applicable Regulatory and Operating Requirements, and to the extent additional services are required that fall outside those duties and responsibilities as prescribed in the Management Agreement, Agent will so notify Owner and Authority of cost and will be reimbursed such cost upon being invoiced, in advance of performing such duties and responsibilities, unless those services are required due to an emergency.

j) Limited English Proficient Persons – The Agent shall ensure that leases and other communications with Limited English Proficient Persons are made in accordance with applicable HUD regulations, including HUD's January 22, 2007 "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

The Housing Authority of the City of Los Angeles (**Authority**) has an oversight role with respect to the Property, as ground lessor under the Ground Lease, lender under applicable loan documents, and contract administrator under the HAP Contracts. The Authority is also the party responsible for facilitating relocation of the Relocating Residents from the Former Project to the newly redeveloped Property. In order to fulfill its role, the Authority has the right to review, monitor and recommend various management and operations standards and procedures as outlined in this Plan and elsewhere, and will sign this Plan, along with the Owner and Agent, to signify the Authority's concurrence with the processes and requirements contained herein and to acknowledge its obligations under this Plan. Any material changes to this Plan shall be approved by Owner, Agent and the Authority.

2. MANAGEMENT OF THE PROPERTY

2.1 MANAGEMENT PLAN GOALS

a) To provide a desirable, well maintained and affordable place to live in compliance with all applicable federal, state, or local laws prohibiting discrimination in housing on the basis of age, race, religion, sex, color, familial status, handicap/disability, national origin, marital status, ancestry, gender identity or sexual orientation and in compliance with Applicable Regulatory and Operating Requirements.

b) To house eligible residents and maximize occupancy and rent collection.

c) To provide effective and timely services to the residents while responsibly maintaining the Property.

d) To maintain effective working relationships with resident association(s), federal, state and local government entities, lenders and investors.

2.2 MANAGEMENT OPERATIONS

The Agent will continually review the Plan and advise the Owner of changes deemed by the Agent to be necessary or desirable.

a) As provided in the Management Agreement, the Owner delegates authority for management of the Property on a day-to-day basis to the Agent. As provided in the Management Agreement, the Owner, and in limited circumstances the Authority, has the authority to remove the Agent. The Agent will be charged with specific performance of activities in accordance with this Plan and will, by means of the Operating Budget, financial statements, monthly reports and personal conferences, advise the Owner on the operation of the Property.

b) The Agent has entered into a Management Agreement with the Owner and will be paid a fee for its services as provided therein. The Management Agreement outlines the general responsibilities of the Agent in part as follows:

1) The Agent will prepare the Operating Budget which is subject to review and approval by the Owner, Authority, applicable lenders, investors , and as required or otherwise requested, governmental entities. The Agent will set job standards and wage rates as approved by the Owner, investigate, hire, pay, supervise and discharge all Property personnel necessary to properly operate and maintain the Property.

2) The Agent will staff the Property in accordance with the highest standards achievable and consistent with this Plan and Management Agreement and in compliance with all governing documents, including the Section 3 Plan, such staffing shall be detailed in the Staffing Plan attached to this Plan.

3) The Agent will provide general maintenance of the Property. Maintenance will include, but not be limited to, exterior and interior cleaning, painting, decorating, plumbing, electrical, mechanical, carpeting and other normal maintenance and repair work necessary to maintain the Property in accordance with all Applicable Regulatory and Operating Requirements.

The Agent, subject to the availability of operating funds and approval of the Owner when required, shall maintain the Property in good and safe order, condition and repair, and with reasonable promptness, make all necessary and appropriate repairs.

All maintenance requests from residents and work orders will be recorded and will become part of the resident's file. Specific timelines and standards for completion of regular maintenance and emergency requests are outlined in Section 2.10 of the Plan.

4) The Agent will collect all rents, legal charges, maintenance charges, and any other amounts due from the residents as well as all amounts due from concessionaires. All funds collected will be deposited into accounts established for the Property.

5) At the direction of the Owner with a copy to the Authority and any other applicable entities, the Agent will provide monthly reports on rental activity which shall include: a narrative summary of the income/expense statements, a budget variance summary,

expense distribution, check registry, security deposit escrow, security deposit disposition, eviction summary, balance sheet, rent roll, accounts receivable and accounts payables listing.

6) The Agent will at all times attempt to keep the Property fully occupied by marketing the Property in accordance with the Marketing and Tenant Selection Plan, including verifying eligibility of those referred by the Authority. Agent shall coordinate with the Authority as needed to get prospective residents from the Authority's Site-Specific RAD/PBV Waiting List for the PBV Units and the RAD Units. The aforementioned procedures are more fully detailed in Section 2.5 of this Plan.

7) The Agent will maintain a comprehensive set of accounting records satisfactory to the Owner, HUD, the Authority and any other governmental regulatory agency.

8) All monies received by the Agent on behalf of the Owner, with the exception of security deposits, shall be deposited in a lockbox account established for the Property, used in accordance with the Applicable Regulatory and Operating Requirements.

9) The Agent will collect, deposit and disburse security deposits in accordance with HUD regulations, state law and the terms of each resident's Lease. Security deposits will be deposited separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The accounts will be carried in the Owner's name and designated of record as "Security Deposit Account". The Agent will comply with all applicable Federal, state or local law regarding security deposits, including payment of interest thereon.

10) Agent will investigate and make a full written report, to be submitted to Owner and Authority as incidents occur, of all incidents involving, personal injury or property damage relating to the operation of the Property and will cooperate with the insurance carriers to facilitate any claim handling that may be required.

Expenses charged to the Property and not borne by the Agent from its fee will be consistent with the HAP Contract and all Applicable Regulatory and Operating Requirements and will include, but shall not be limited to, such items listed below:

a) Site Manager's salary and related compensation to include training directly related to Property operations, and which shall be consistent with the approved Operating Budget.

b) Cost of on-site office and any apartment or apartments for on-site staff in accordance with the Operating Budget.

c) Other on-site staff, such as maintenance personnel, landscaping, custodial staff, leasing or office staff and social services staff as outlined in the Staffing Plan attached to this Plan, and training directly related to the applicable staff person's job function at the Property.

d) Costs attributable to other employees of the Agent who perform "front line" functions, to the extent permitted by the above referenced Handbook, outlined in the Staffing Plan, and in accordance with the Operating Budget.

e) Maintenance and repair costs, utilities, taxes, insurance, fringe benefits related to on-site employees and other normal operating expenses in accordance with the Operating Budget.

f) Security personnel and/or contracted services where applicable, as outlined in the security plan **(Security Plan**) in Attachment 5 to this Plan.

g) Cost of preparing annual audited financial reports to regulatory agencies and tax information and applicable tax returns for the Owner in accordance with the approved Operating Budget.

h) Legal and related expenses related to tenant occupancy issues attributable to change in lease terms, lease enforcement, lease violations or warning notices, payment arrangement or agreements, and/or evictions in accordance with the Operating Budget.

i) Credit checks, criminal record checks, and all other costs attributable to screening prospective tenants in accordance with the Operating Budget.

j) All costs associated with verifying tenant information in compliance with the Applicable Regulatory and Operating Requirements and in accordance with the approved Operating Budget.

k) Bank charges associated with maintaining applicable accounts and conducting normal banking activity, in accordance with the Operating Budget.

2.3 REQUIREMENTS OF GOVERNMENTAL ENTITIES

The Agent will comply with all budgetary, approval and reporting procedures outlined in the Applicable Regulatory and Operating Requirements and the HAP Contract.

2.4 PERSONNEL AND STAFFING PLAN

a) Staffing for this Property will be done in conformance with the Staffing Plan, attached as Attachment 11, which may be updated as necessary, subject to Owner and Authority approval, and subject to any necessary Operating Budget amendments, as site conditions dictate. The level of staffing will be adjusted to cover the extensive requirements for marketing and managing the Property with its various regulatory and paperwork requirements subject to the aforementioned approvals and amendments.

   All on-site personnel shall be drug screened and have a criminal background check. The Agent shall hire, discharge and supervise the work of all employees in accordance with Applicable Regulatory and Operating Requirements.

b) Agent agrees that prior to hiring any management or maintenance employees for the Property, the Agent shall notify the Authority and the Watts/Los Angeles WorkSource Center (**WSC**) of its need for employees. The Agent shall strongly consider the qualifications of all interested WSC referrals and existing Authority employees as it makes hiring decisions for the management and maintenance of the Property in accordance with the Section 3 Plan.

2.5 RESIDENT SELECTION, ADMISSION AND REOCCUPANCY

The Owner, Agent, and Authority will comply with the Property's Tenant Selection Plan included at Attachment 1. In the event of any conflict between a provision of this Plan or the Tenant Selection Plan and the requirements of the Applicable Regulatory and Operating Requirements, the terms of the Applicable Regulatory and Operating Requirements shall in all instances prevail, except as such provision may have been expressly waived in writing by the U.S. Department of Housing and Urban Development (**HUD**) and/or the Authority, as applicable.

If waivers or approvals are needed to facilitate lease up and compliance, the parties will cooperate and collaborate as needed in seeking such waivers or approvals.

The Owner, Agent and Authority will coordinate to determine appropriate RAD Units and appropriate PBV Units for the Relocating Residents. The Owner, Agent and Authority will work together to move the Relocating Residents into their RAD Unit or PBV Unit, as applicable in advance of the timelines required by Owner's lenders, investor and Applicable Regulatory and Operating Requirements, and in accordance with the Relocating Resident Re-occupancy Process in Attachment 10 to this Plan.

Prior to commencement of move-in for any Replacement Unit at initial lease up, the Owner will require that the Relocating Resident has completed the tax credit required initial income certification file with the Owner.

In the event that a household who has been identified for a PBV Replacement Unit or a RAD Replacement Unit includes a Relocating Resident that does not meet the Tax Credit Requirements at move-in, then Authority and Owner will provide the Relocating Resident with a voluntary offer of Alternative Housing Options as required by and further set forth in Section 6.10 of Notice PIH 2016-17. It is anticipated that Alternative Housing Options would be a temporary substitute unit that is not located in the Property; as part of a Relocating Resident's decision to accept an Alternative Housing Option, Authority and Owner will also obtain the existing tenant household's consent to delay tenant's right to return to a later phase. Such Alternative Housing Option would be made available to the Relocating Resident on a voluntary basis. Authority will pay for any costs or expenses related to the placement of a Relocating Resident in an Alternative Housing Option.

Authority acknowledges that the Property budget does not account for relocation costs and the Owner and its affiliates will not be obligated to pay for relocation costs or for any claims arising from residents relating to the unit transfer or relocation process, except any claims or costs due to the Owner's or its agents' gross negligence or misconduct.

Authority and the Agent will coordinate residents' moves into the Property, with Authority responsible for all resident moving and third party relocation consultant costs.

Authority in coordination with the Agent will (a) counsel Relocating Residents as to relocation, (b) develop individual plans for each household moving from the Former Project to the Property and (c) Authority, Agent and Owner will collaborate to eliminate any transfer of pests by sharing lease up and move-in schedules and coordinating Authority managed pest inspections and treatments to coincide, to the greatest extent feasible, with the relocation of tenants from the Former Project to the Property.

2.6 RESIDENT ORIENTATION AND INSPECTIONS.

a) Resident orientation will be conducted by on-site personnel and begin during the application stage and continue through the initial move-in inspection of the dwelling unit. As applicants are accepted for occupancy, an orientation session will be conducted with and documented for each family.

b) The orientation will cover both the resident's responsibilities and the Agent's responsibilities relating to the Lease, rules and regulations of the Property, including Lease termination, which shall comply with all Applicable Regulatory and Operating Requirements. Instruction on the operation of the unit will be provided during the joint move-in inspection. The resident will be informed that the purpose of the inspection is to record the condition of the unit prior to occupancy.

c) The Authority will conduct inspections of each PBV Unit and RAD Unit, prior to initial occupancy and at turnover, to ensure that each the unit meets HUD's Housing Quality Standards (**HQS**). The Authority will coordinate with Agent regarding the timing of those inspections will employ best efforts to conduct HQS inspections five days prior to the projected move-in date of the new resident. If for any reason the unit should fail the HQS, the Authority will return to the unit within seven (7) business days of being notified that the unit is available for re-inspection. In addition, the Authority will conduct periodic inspections in accordance with PBV Requirements and every two (2) years, the Authority will conduct additional inspection of approximately twenty percent (20%) of the PBV Units and the RAD Units, in accordance with the HAP Contracts and the Applicable Regulatory and Operating Requirements or as applicable according to HUD guidelines on PBV unit inspections at the time.

d) Agent's on-site staff will conduct a joint unit move-in inspection with each resident, and the report documenting such inspection will be signed by Agent and the resident. All copies such reports will be provided to the applicable resident. Any maintenance items identified during the move-in inspection will be documented by on-site staff in work orders and maintenance tickets to be addressed in accordance with Section 2.10 of this Plan.

e) The on-site staff will conduct an inspection ninety (90) days after actual move-in to check housekeeping and general care of the unit. Thereafter annual inspections will be conducted unless reasons dictate more frequency is needed on a case-by-case.

f) Provided that a resident gives notice to Agent of resident's intent to move out of a unit, then prior to that resident's move, Agent's on-site personnel shall inform resident of the date and time for a joint move-out inspection. A report documenting such inspection will be signed by Agent and, to the extent willing, the resident. All copies of such reports will be provided to the applicable resident. Should the report indicate the unit sustained damage which is not attributable to normal wear and tear, Agent shall prepare a statement and furnish it to resident, documenting such charges.

2.7 INCOME AND RENT REVIEWS.

The residents will be subject to annual and interim certifications by HACLA and annual certifications by the Agent as prescribed by the Applicable Regulatory and Operating

Requirements. At each instance, and as provided for by the Applicable Regulatory and Operating Requirements and as governed by the Lease, the rent amounts and payment amounts will be reviewed and modified as necessary in accordance with the Applicable Regulatory and Operating Requirements. Appropriate notices for both income verifications and any changes in rent will be consistent with the Applicable Regulatory and Operating Requirements and as provided for in the Lease.

2.8 RENT COLLECTION POLICIES AND PROCEDURES

a) Rent is due and payable, in advance, on the first (1st) calendar day of the month and is considered delinquent if not received by the fifth (5th) calendar day of the month. Late charges will not be assessed until the 6th day of the month if rent is not received by that date. Rent payments will be recorded on the date received at the site office presuming that is a business day and not a holiday or weekend. For RAD Units and PBV Units, rent amounts paid will be posted to "RENT" first, with any remaining amounts applied to the oldest balances owed on the resident ledger (i.e damages, legal, etc).

b) Rent payments must be made in the form of a money order, check, credit card or other electronic payment methods approved by the Agent and outlined in the Lease.

c) Partial payment of rent will not be accepted unless prior written approval has been given by the site manager. Approval must be based on a good reason and documented in the resident's file and in the system of records as an attachment. A late charge will not be accessed when partial payment arrangements have been made as long as the resident complies with the specifics of the arrangement.

d) Residents who have not paid their rent by the close of business on the fifth (5th) day of the month will be assessed a late fee on the sixth (6th) day of the month. The amount of the fee will be $20.00 and shall be outlined in the resident's Lease.

e) All residents with rent delinquencies will be notified in writing of the delinquency and the amount of the late fee. Such notices shall be posted and mailed to the resident.

f) If a resident fails to make payment after notification of delinquency, the resident will be required to make every effort to inform the Agent why the payment has not been received. Upon request from the resident, management will allow a payment plan for one month's rent. The entire month's rent must be paid within three months by the date specified in the plan, and all subsequent rental payments must be made in full and on-time. Agent may issue a notice of termination as early as the sixth (6th) of the month. If rent is not received within fourteen (14) days of the date of the notice of termination, legal action may be commenced in accordance with the requirements contained in the HAP Contracts and the RAD, PBV and Resident Rights Addendum attached to the Management Agreement, and subject to the Grievance Rights outlined in Section 3.2 of this Plan.

g) If the site manager determines, in its reasonable judgement, that a family would be aided by the various supportive services outlined in the Social Services Plan, the Agent will be refer the resident family to the supportive services provider and programs outlined in the

Supportive Services Plan. Agent is not obligated to cease pursuit of legal remedies if such a referral is made.

2.9 LEASE AND LEASE ENFORCEMENT

a) The Lease shall comply with Applicable Regulatory and Operating Requirements, and is subject to approval by Owner and the Authority. The initial Lease approved by Owner and Authority, which includes all applicable exhibits and attachments, including those which apply to the the RAD Units and the PBV Units, is attached to this Plan. The Owner shall seek the consent of the Authority prior to modifying any material terms of the form of Lease and/or the House Rules previously approved for the Property, which approval shall not be unreasonably conditioned, delayed or withheld by the Authority; provided, however, that the consent of the Authority to any such modification request shall be deemed to have been automatically received by the Owner if no response is provided within thirty (30) calendar days of written notice of such request from the Owner to the Authority.

b) The Agent will ensure full compliance with the terms of the Lease for all residents and will lawfully terminate any tenancy when there is sufficient cause for such termination under the terms of the resident's Lease and in accordance with the Applicable Regulatory and Operating Requirements, and subject to resident Grievance Rights outlined in Section 3.2 of this Plan.

c) The Agent will consult with legal counsel, as necessary, prior to bringing actions for eviction and executing notices to vacate and judicial pleadings incident to such action. Attorneys' fees and other necessary costs incurred in connection with such actions will be paid out of the Property's Operating Account.

d) The Agent will provide written notice of Lease termination in accordance with the provisions of the Lease, the RAD, PBV and Resident Rights Addendum, all Applicable Regulatory and Operating Requirements, and other applicable federal, state and local laws.

2.10 MAINTENANCE AND REPAIR

The Agent will maintain the Property in good and safe order, condition and repair in accordance with Applicable Regulatory and Operating Requirements, local codes, in a condition acceptable to Owner, and as outlined in the maintenance and repair plan prepared by Agent, and approved by the Owner and the Authority in Attachment 3 to this Plan (**Maintenance and Repair Plan).** The Maintenance and Repair Plan shall outline the Agent's preventative maintenance, routine maintenance and emergency maintenance schedules for the Property, as well as routine, capital, major systems and emergency repair schedules. The Maintenance and Repair Plan shall outline the turnaround time for routine and emergency maintenance and repairs requested by residents, and detail the manner in which residents should request services, which information shall also be provided in writing to residents, in the Lease or otherwise. To the greatest extent feasible, the Operating Budget shall reflect the annual costs outlined in the Maintenance and Repair Plan. Items in the Maintenance and Repair Plan shall include, but not be limited to, exterior repairs, cleaning, painting, decorating, plumbing, electrical, mechanical, carpentry, grounds care, and other normal and emergency maintenance and repair work necessary to maintain the Property and the welfare of the residents.

a) The Agent will complete routine and preventive maintenance activities in the most cost effective and efficient manner as possible in accordance with the Maintenance and Repair Plan.

b) The Agent will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees in accordance with the Management Agreement, the Procurement Plan and the Section 3 Plan.

c) The Agent will investigate all service requests from residents, take appropriate action and maintain records of same. Best efforts will be made to service routine work requests within one (1) business day of receipt of the request and no more than three (3) business days following receipt of the request, and emergency work requests within twenty-four (24) hours of receipt of the request.

d) The Agent is authorized to purchase all material, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair in accordance with the Management Agreement, Procurement Plan and Section 3 Plan. The Agent will credit to the Property any discounts, commissions, credits, or rebates obtained as a result of such purchases.

e) Prior approval of the Owner will be required for any expenditures which exceed $5,000 in any one instance in connection with the maintenance and repairs of the Property, except for recurring expenses within the limits of the approved annual budget or emergency repairs involving manifest danger to persons or the Property, or required to avoid suspension of any necessary service to the Property. Any such purchases or contracts shall be made in accordance with the Procurement Plan and the Section 3 Plan. To the extent necessary to preserve the health and safety of residents, and to limit damage to the Property, emergency repairs will be exempt from the foregoing approval and contracting requirements. Emergency repairs will be reported to the Owner as promptly as possible, but in no event later than twenty-four (24) hours from the point at which Agent was made aware of the need for the repair.

2.11 UTILITIES AND SERVICES

Agent will make site arrangements for water, electricity, trash disposal, exterminating services, cable television and telephone service. Agent will enter into such contracts as may be necessary to secure such utilities and services, acting as Agent for Owner and shall comply with the procurement and contracting requirements outlined in the Management Agreement, Procurement Plan and Section 3 Plan, to the maximum extent applicable. With respect to the cable connections installed at the Property, Owner and Agent shall cause each unit in the Property to be wired with broadband internet access. Any marketing agreements for provision of such broadband coverage shall be subject to Authority approval and any revenue that may result from such agreements will be either transferred or credited to the Property.

2.12 OPERATING ACCOUNT AND RESERVE ACCOUNTS

Agent shall make disbursements from the Property Operating Account in accordance with the Management Agreement. Agent shall make disbursements from the Property reserve accounts as directed by Owner in accordance with the Management Agreement.

2.13 BUDGETS

Agent will prepare and submit to the Owner, the Authority and any other applicable governmental entities a draft operating budget no later than September 15th of each year. When such draft operating budget is approved by Owner, Authority and any other applicable entities, it shall be the approved Operating Budget for the Property. Should governmental entities require different submission dates, Agent will comply with said dates. Should Agent not receive an approved budget by December 31st of any year, the Property will operate under the prior year budget until a new budget is approved.

Agent shall prepare a capital budget at the direction of Owner in accordance with the Management Agreement.

2.14 RECORDS AND REPORTS

Agent will prepare those records and reports as detailed herein and as outlined in the Management Agreement. Agent shall keep all records as a fiduciary of Owner and preserve the confidentiality of residents' information in accordance with all Applicable Regulatory and Operating Requirements.

2.15 INSURANCE AND FIDELITY BOND

Agent shall furnish fidelity bonds to Owner which protect Owner from misappropriation of Property funds in accordance with the requirements of the Management Agreement. Agent shall also furnish such insurance in the amount, form and terms outlined in the Management Agreement.

2.16 FAIR HOUSING, NONDISCRIMINATION, ACCESSIBILITY, REASONABLE ACCOMMODATIONS, LIMITED ENGLISH PROFICIENCY, AND VAWA POLICIES

The policies referred to herein are applicable to situations described in this Plan when a resident initiates contact with Agent, when Agent initiates contact with a resident, including when a potential resident applies for admission to a unit at the Property, and when Agent schedules or reschedules appointments of any kind. Agent's policies and practices will be in all respects:

a) Service-directed in the administration of its housing programs provided to the resident and potential residents of the Property.
b) Demonstrative of a high level of professionalism while providing housing services to the residents and potential residents of the Property.

Fair Housing and Nondiscrimination

c) Agent will comply with all applicable laws relating to fair housing, nondiscrimination and civil rights, including without limitation those listed in Attachment 1, Marketing and Tenant Selection Plan.
d) Agent will not discriminate on the basis of any status protected by federal, state or local law, regulation or ordinance (currently including but not limited to race, color, sex, religion, familial status, disability, national origin, marital status, ancestry, gender identity,

age, pregnancy, sexual orientation, source of income) in the leasing or management of the units and the Property.

e) All practices, in every aspect of the Plan and Agent's activities, must be carried out so as to not subject any person to discrimination prohibited by any federal, state or local law, regulation or ordinance, including without limitation those listed in Attachement 1.

f) Fair Housing posters and housing information will be displayed, to the extent deemed appropriate by Agent, in locations throughout the Property.

Accessibility and Reasonable Accommodations

g) Agent will comply with all applicable laws relating to accessibility, nondiscrimination and reasonable accommodations, including without limitation those listed in Attachment 1.

h) Agent will ensure that its policies and practices do not deny individuals with disabilities the opportunity to participate in or benefit from, nor otherwise discriminate against individuals with disabilities, solely on the basis of such disabilities, in connection with the operation of housing services or programs.

i) Agent will comply with the Section 504 and ADA Plan set forth in Attachment 13

Limited English Proficiency

j) Agent will comply with the Language Assistance Plan set forth in Attachment 14, as applicable.

Violence Against Women Act (VAWA)

k) Agent will comply with all applicable laws relating to the protection of victims of domestic violence, dating violence, sexual assault, sexual battery and stalking, including without limitation those listed in Attachment 1.

l) Agent will comply with the VAWA Policy set forth in Attachment 15.

3. RESIDENT AND MANAGEMENT RELATIONS

3.1 THE ROLE OF RESIDENTS IN THE MANAGEMENT OPERATIONS

Resident participation in management operations can be used as an effective tool. Owner and Agent shall encourage resident establishment and participation in a resident organization as outlined in the RAD, PBV and Resident Rights Addendum. In addition, Owner shall cause Agent to provide funding for resident activities in accordance with the RAD, PBV and Resident Rights Addendum.

3.2 GRIEVANCE PROCEDURES

Pursuant to PIH 2019-23 and Section 17 of the Authority's Administrative Plan, the grievance procedures for RAD units, as detailed in PIH 2019-23, Section 1.6.C.6.b., shall likewise apply to PBV units. The Agent shall strictly enforce compliance with the Lease and rules and regulations at the Property. In order to ensure that, prior to more formal action, residents have an opportunity to address issues more informally, all residents shall have an opportunity for an informal grievance hearing for certain issues, as outlined in PIH 2019-23, Section 1.6.C.6.b. and the RAD, PBV and Resident Rights Addendum. The process for registering the grievance and adjudication for same for residents shall be as follows:

a) Grievances and/or complaints shall be presented in writing to the Property site manager who will review the grievance and, if applicable, refer it to the Authority.

b) If a resident has a grievance or complaint which he/she feels, has not been adequately addressed following the informal hearing, the grievance or complaint may be referred, as applicable, to Agent's Regional Property Manager or, to the Authority's Director of Asset Management.

c) Should the issue remain unresolved, the resident may appeal to parties designated by the Owner and the Authority and as outlined in the Lease in the RAD Grievance Procedure at Attachment B.

3.3 SOCIAL SERVICES PROGRAM

The Agent will work with the provider of supportive services selected by Owner and approved by the Authority (**Supportive Services Provider**) in ensuring that the Supportive Services Plan attached to this Plan, is implemented and carried out in a manner that provides residents with the kinds of services that are helpful to support and nurture residents' life skills, education and job readiness. To that end, Agent, through its social services coordinator, will maintain a list of resources that address the varying needs of the resident population. Where feasible, the Agent, through the social services coordinator will enlist the support of residents and community organizations to help serve the needs of the residents.

3.4 HUD SECTION 3

Whenever possible, residents will be considered for temporary and permanent positions in the site management staff in accordance with the Section 3 Plan. In addition, Agent shall comply, to the maximum extent feasible, with the hiring, contracting and training goals and requirements outlined in the Section 3 Plan and the Procurement Plan.

In order to meet the goals outlined in the Section 3 Plan, Agent shall use its reasonable best efforts and resources to:

a) Advertise opportunities in local media and informational notices posted at the Property and at other areas targeted in the Section 3 Plan;
b) Coordinate efforts for recruitment with the Authority, Michaels Development Company I, LP, and Bridge Housing Corporation;
c) Develop or collaborate with an existing job training program offering workforce readiness curriculum and providing training accommodations to help reduce workforce barriers;
d) Create and maintain a schedule of qualified Section 3 residents to be contacted for future training and employment opportunities.

Agent shall prepare and submit to the Authority Form HUD-60002, *Section 3 Summary Report*, not later than January 10th of each year for the preceding calendar year.

3.5 REOCCUPANCY

In addition to the provisions set forth in Section 2.5 of this Plan, Agent shall work with the relocation consultant selected by and designated as such by the Authority (**Relocation Consultant**), to assist, coordinate and collaborate as to the following in accordance with the Relocation Plan:

a) Review and advise as to the schedule of unit demolition and construction of the Property.
b) Review plans for implementation of the RAD Requirements as pertaining to the RAD Units and the PBV Requirements as pertaining to the PBV Units and provide input as appropriate.
c) Assist with the scheduling, coordination and venues of meetings, and participate insofar as circumstances permit, with heads of households so as to determine needs, preferences, reasonable accommodation/modification requests, etc.
d) In accordance with the Relocation Plan (particularly Tables 6 & 7), and any updated information provided by the Relocation Consultant, Owner or the Authority, shall ascertain available units and identify households best accommodated by the number of bedrooms, floor plans and amenities offered by each unit and provide such recommendations to the Relocation Consultant, the Authority, and the Owner. It is understood that "over-housed" and "under-housed" households will be eligible for a RAD Unit or a PBV Unit, as appropriate, based on the size of the unit that the household qualifies for under the Continued Occupancy Standard as outlined in the Authority's Section 8 Administrative Plan. To the greatest degree possible, both over-housed and under-housed households will be placed in units appropriate to their household size in accordance with Applicable Regulatory and Operating Requirements. In other words, households will be "right-sized." If an over-housed household moving into a RAD Unit cannot be immediately right-sized at the time of their relocation, Authority may provide the household with the option to be temporarily over-housed in a RAD Unit at the Property, to the extent permitted by the Applicable Regulatory and Operating Requirements, at no additional cost to the household. If a new unit becomes available in that phase or a future phase, the household will be required to move into a right-sized unit.
e) The incomes and other qualifications of Relocating Residents moving into units subject to Applicable Regulatory and Operating Requirements will comply with such Requirements.
f) As may be agreed, assist the Relocation Consultant and the Authority with resident communications pertaining to the scheduling of moves, moving contractors, building contractors, utility service connects/disconnects, date/time requirements, deadlines, packing instructions, stipend remittances (as applicable) and other notices. Maintain records of the same insofar as legible copies are provided by the Relocation Consultant.
g) Identify households or residents for which social-service barriers to relocation may present challenges, and/or for which Limited English Proficiency (**LEP**) may present obstructions, and notify the Relocation Consultant and the Supportive Services Provider of the same. In the cases of LEP, help select and coordinate the services of translators.
h) Assist with the coordination, as necessary, of the translation and publication of required notices and other written materials into the household preferred language. It is expressly understood and agreed that the costs of such translation & publication shall be project expenses.

The parties by signing below, agree that this Plan reflects the admissions and occupancy plans and requirements applicable to the Property.

AGENT: The John Stewart Company, a California corporation

By:_____
Carlos Ortiz
Its: Vice President

OWNER: Jordan Downs 3, LP, a California limited partnership
By: JD Housing 3, LLC, its general partner

By: BRIDGE Housing Corporation, its Sole Member and Manager

By:_____
Its: _____

AUTHORITY: Housing Authority of the City of Los Angeles

By:_____
Douglas Guthrie
Its: President and Chief Executive Officer

ATTACHMENT A
Property Summary

DESCRIPTION OF SITE & PROPERTY: 76 multifamily units located at or near 2299 E. 99th Place, Los Angeles, California.

BUILDINGS AND APARTMENT TYPES: Two buildings, one elevator building with three stories of housing consisting of _____ units above a podium garage; and one three story walk up building consisting of ____ units.

STAFFING: In accordance with the Staffing Plan.

OFFICE HOURS:

The office will be open Monday through Friday from the hours of 9:00 a.m. to 12:00 noon and 1:00 p.m. until 5:00 p.m. Additional office hours will be added by appointment on evenings and weekends. Other than an appointment or meeting, the office will be closed on weekends and holidays; however, a 24-hour answering service will be maintained seven days a week to handle emergencies which occur after regular hours.

ATTACHMENT B
RAD Grievance Procedure

APPEAL AND GRIEVANCE PROCEDURE

Jordan Downs Area H2A

The Lease shall include the tenant protections outlined in section (a) and (b) below. In addition, Management Agent shall include the HUD lease addendum for project-based voucher units, in all PBV Unit and RAD unit leases and the Department of Housing and Community development (HCD) appeal and grievance procedure for all units. To the extent that these notification and grievance requirements conflict with other terms of the lease or its addendum, the terms of this Appeal and Grievance Procedure shall control.

A. **Termination Notification**. Management Agent must provide adequate written notice of termination of any Lease. Such notice of Lease termination shall be not less than:

   a. A reasonable period of time, but not to exceed 30 days;
      i. If the health or safety of other Residents, employees, or persons residing in the immediate vicinity of the premises is threatened; or
      ii. In the event of any drug-related or violent criminal activity or any felony conviction;
   b. 14 days in the case of nonpayment of rent; and
   c. 30 days in other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. **Grievance Process.** Management Agent will maintain a grievance process in accordance with RAD Requirements and the PBV Requirements. Further, Management's Agent's grievance procedure shall provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Notwithstanding the provisions of 24 CFR § 982.555, an opportunity for an informal hearing shall be given to all Residents for any dispute that a Resident may have with respect to an Owner's or Management Agent's action in accordance with the Resident's Lease and which adversely affect the Resident's rights, obligations, welfare, or status.

   a. For Residents of the RAD units and PBV Units, the Authority, as contract administrator, will perform the informal hearing. The hearing officer must be selected in accordance with 24 CFR § 982.555 (e) (4)
      i. For Residents residing in units other than the RAD Units and the PBV Units, the Management Agent shall perform the informal hearing.
   b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Management Agent, Owner or Authority.
   c. The Management Agent shall give Residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555 (c) (1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555 (a) (1) (i) - (vi).
   d. The Management Agent shall provide an opportunity for an informal hearing before an eviction.

Jordan Downs Area H2A

Preliminary Marketing and Lease-Up Plan

Project Description

Jordan Downs Area H2A (the "Project") will be a76-unit multi-family development, located in the County of Los Angeles, in the Watts section of the City of Los Angeles. The property will consist of one, two, three, and four-bedroom units. These units will have refrigerators, stoves, and central heating and cooling.

Capitalized terms used in this Markeing and Lease-Up Plan that are not otherwise defined shall have the meaning given in the Amended and Restated Management and Re-Occupancy Plan for the Project, as may be amended from time to time (the "Management Plan").

The unit breakdown in the Project will be as follows:

Type of Unit	Number of Units
Rental Assistance Demonstration ("RAD") Project-Based Voucher Units subject to Low Income Housing Tax Credits ("LIHTC")	9 units
RAD Project-Based Voucher Units not subject to LIHTC	0 units
Non-RAD Project-Based Voucher Units	45 units (30 Replacement Units)
No PVB or RAD – Tax Credit	7
No PVB or RAD – Non-Tax Credit	14
	Total: 76 Units

As depicted above, of the 76 units, 61 units will be leased and operated in accordance withCalifornia Tax Credit Allocation Committee (CTCAC) requirements, subject to the right to return requirements of the RAD program. There are thirty-nine (39) Replacement Units, which include nine (9) Rental Assistance Demonstration (RAD) and thirty (30) Project Based Voucher (PBV) units, administered by the Housing Authority of the City of Los Angeles (HACLA). One (1) unit is set-aside for a manager's unit.

Affirmative Fair Housing Marketing Procedures

Jordan Downs 3, LP, BRIDGE Housing Corporation, and the John Stewart Company (JSCo) will comply with the provisions, promulgated regulations, and related notices, as such guidance may be amended from time to time, of RAD (as applicable), the Project-Based Voucher program (as applicable), the U.S. Department of Housing and Urban Development (HUD), California Tax Credit Allocation Committee (CTCAC), The Department of Housing and Community Development (HCD), The Housing Authority of the City of Los Angeles (HACLA or Authority), and other agencies, affirmative fair housing marketing guidelines, and as applicable, other Federal, State and Local law

prohibiting discrimination in the lease or rental or in the use, occupancy or tenure of enjoyment of the Jordan Downs development, or any part thereof on the basis of marital status, race, color, religion, ancestry, sex, disability, familial status, gender identity, sexual orientation, age, national origin, HIV, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition (ARC), physical handicap, or on the basis of their receipt of, eligibility for, housing assistance programs or on the basis that the resident have a minor child or children who will be residing with them or any other arbitrary basis. Jordan Downs Area H2A or any person claiming authority under or through them will not establish or permit any such practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants or lessees in the project. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

All rental advertisements will bear the fair housing logotype and slogan, and all information sheets will also indicate the Project's accessibility. A Fair Housing poster will be conspicuously displayed in the rental office and where the initial rent-up process will occur.

Procedures to Provide Accessible Units to People with Disabilities

Jordan Downs Area H2A/JSCo will take reasonable steps to maximize the utilization of accessible units by eligible individuals whose disability requires the use of accessibility features contained in each particular unit. Preference will be given to applicants who require a unit with the specific design features offered in accessible units in the development. All reasonable efforts will be made to rent accessible units to applicants who require or who would otherwise benefit from such units. In the case of an accessible unit, when no qualified household has applied that requires the design features offered, then the unit will be offered to the next qualified household. This applicant will be required to complete a Lease Addendum form, whereby they agree to transfer to a non-accessible unit within the development should a tenant or applicant require an accessible unit. To this end, any vacant, accessible unit will first be offered to current residents of the development that have verified the need for those features. Such residents must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the property manager will then offer the unit to a qualified occupant on the waiting list who has a verified need for the accessibility features of the unit.

The application will include an optional section to be filled out by applicants requesting accessible features or other accommodations. Alternatively, applicants may also submit such requests verbally to the management staff, who will document the request and add to the applicant file. Unless requesting an accommodation, applicants will not be required to disclose information regarding disabilities or other medical conditions.

General Targeting

Jordan Downs Area H2A is part of a larger master development. This phase is comprised of a total of 76 units.

Replacement Units

39 units are Replacement Units designated for current residents of the Jordan Downs public housing development. Existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates and have been approved for occupancy by HACLA will not be subject to any additional rescreening, but will be required to work with JSCO to complete an initial income certification to have on file. All other applicants will be screened for PBV eligibility carefully and eligible tenants will be referred by the Housing Authority of the City of Los Angeles (HACLA) to be screened and processed by JSCO for program and operations eligibility. Right-to-return residents may be assigned one of the 30 PBV units or 9 RAD units based on HACLA determination of eligibility as described in the Relocation Plan.

When a Replacement Unit becomes available for occupancy, HACLA will identify a Relocating Resident in Good Standing that is appropriate for the size and regulatory requirements for the vacant unit. Agent will screen resident in accordance with this Marking and Tenant Selection Plan, following screening requirements for Replacement Units and Relocating Residents. If there are no additional Relocating Residents from the Jordan Downs public housing site, HACLA will refer applicants from the Site-Specific RAD/PBV Waiting List. If the vacant unit is an accessible unit, HACLA will refer a Relocating Resident in need of such features. If no such Relocating Residents require these features, HACLA will refer a household from the Site-Specific RAD/PBV Waiting List. in accordance with HACLA's Section 8 Administrative Plan (the "Administrative Plan"). Of the 9 RAD Units, all will also be subject to the Tax Credit Requirements.

Non-Replacement PBV Units

These units will be occupied using the Site-Specific RAD/PBV Waiting List in accordance with HACLA's Administrative Plan. The owner or JsCo may refer households to HACLA to be added to the Site-Specific RAD/PBV Waiting List.

Lease-Up Timeline*

Temp. Office Set-Up	Late June
Banners Posted	Late July
Interview Dates	September
Exp. C of O	November 30, 2021

*****Dates are tentative and subject to change.

Telephone script (message available in Spanish):

"Thank you for calling the information line for Jordan Downs Area H2A. This community is scheduled to open in Fall 2023
and is located at _____ in the Watts area of Los Angeles, California.

This community will offer 76 apartments in an affordable housing project, and some of those units which will be filled through The Housing Authority of the City of Los Angeles.

As required by the Tax Credit Allocation Committee (TCAC), mobility/hearing/sight impaired households will have priority for TBD units designed for the mobility impaired and TBD units designed for the hearing/sight impaired.

We are an Equal Opportunity Housing Provider. Income and Other Restrictions Apply. This information line will be updated as needed and it will not take messages. Thank you for calling Jordan Downs Area H2A!

Application materials prepared include:

- Resident Selection Criteria
- Full Application, Grounds for denial and cover letter
- All marketing materials need to be approved and signed off by the owner.

HACLA will administer the Replacement Unit PBV/RAD and non-Replacement PBV Unit waiting lists. The following sections provide an outline of HACLA policy, which may change according to the Administrative Plan.

PBV/RAD Unit Replacement Waitlist and PBV Non-Replacement Unit Waitlist (To be administered by HACLA)

Unit turnovers for the 39 RAD/PBV Replacement Units will be filled using the Site Based RAD/PBV Waiting List established by HACLA at lease-up from the Public Housing Waiting List in accordance with HACLA's Section 8 Administrative Plan (the "Administrative Plan"). Applicants will be referred to JSCO by HACLA. Applicants on the PBV/RAD waiting list are not guaranteed an apartment. All applicants must complete a full application then the application must be processed by HACLA and JSCO according to the tenant selection plan which will determine the applicant's eligibility.

The 15 Non-Replacement PBV Units will be filled using the Non-Replacement PBV waitlist established by HACLA at lease-up from the Section 8 Voucher waiting list in accordance with HACLA's Administrative Plan.When applicable, all PBV/ RAD Replacement Units and/or non-Replacement PBV Units accessible to, or adaptable for, persons with mobility, visual, or hearing impairments, shall be leased as a priority to households containing at least one person with a documented and verified need for such features. NOTE: Current Jordan Downs residents requiring accessible/adaptable apartments shall be given priority over applicants on the waiting list requiring accessible/adaptable apartments. Where persons without disabilities are moved into physically accessible apartments, they shall do so only after agreeing to move to a like-kind apartment (in size and subsidy type) with no such design features, at the Owner's expense, should an applicant or current resident require an accessible apartment of the type currently occupied by the persons without disabilities.

Waiting List Selection Priorities for RAD and PBV Units (administered by HACLA)

A waiting list is necessary to provide a fair and equitable means of tracking applicants who have applied for an apartment. It helps assure that each applicant is offered an apartment in the proper order, thus preventing claims of discrimination or favoritism, and allows for the most efficient turnover of vacant apartments. If an applicant qualifies for a preference or priority then it is possible to move up the waiting list based on the circumstances. The waiting lists will be managed in accordance with HACLA's Section 8 Administrative Plan.

The need for an accessible unit or accessible features is a priority.

It is the policy of HACLA to administer its waiting list as required by its Section 8 Administrative Plan, HUD handbooks and regulations.

Opening and Closing PBV and RAD Waiting Lists (administered by HACLA)

In order to maintain a balanced application pool, HACLA may, in accordance with the procedures set forth in the HACLA Section 8 Administrative Plan, restrict application taking, suspend application taking, and close waiting lists in whole or in part as allowed by HUD regulations and HACLA's Section

8 Administrative Plan. HACLA will update Jordan Downs Area H2A's Site Based RAD/PBV Waiting List by removing the names of those who are no longer interested in or no longer qualify for housing in accordance with its Section 8 Administrative Plan.

If Jordan Downs Area H2A has sufficient applications, HACLA may, subject to HUD regulations and its Section 8 Administrative Plan, elect to close the waiting list if the waiting list contains more applicants than can be housed in a one-year period. When the waiting list is closed, an announcement of the closure, provided by HACLA, will be posted in Jordan Downs Area H2A's rental office. During the period when the waiting list is closed, HACLA and Jordan Downs Area H2A will not maintain a list of individuals who wish to be notified when the waiting list reopens.

When the waiting list is to be opened due to a lack of applications, an announcement will be made in compliance with HACLA's Section 8 Administrative Plan.

Change in Priority While on the PBV and RAD Waiting List (Administered by HACLA)

Occasionally households on the PBV and RAD waiting list who did not qualify for a priority when they applied will experience a change in circumstances that qualifies them for a priority. In such cases, it will be the household's duty to contact HACLA so that their change in status may be verified to reflect the priority. Such changes will be processed in accordance with HACLA's Section 8 Administrative Plan.

Removal of Applications from the RAD and PBV waiting list (Administered by HACLA)

Any removals of an applicant/co-applicant's name from the waiting list will be processed in accordance with HACLA's Section 8 Administrative Plan.

Interview Procedure – All Unit Types: RAD/PBV Replacement and Non-Replacement PBV

HACLA shall be responsible for determining a RAD or PBV applicant's initial eligibility and qualification for preferences in accordance with the policies set forth in HACLA's Section 8 Administrative Plan. Applicants will be referred to JSCo who may then conduct further screening in accordance with this Tenant Selection Plan and all applicable HUD and LIHTC requirements, including the RAD right to return. JSCo will then make a final determination as to whether the family qualifiesfor occupancy.

All applicants for RAD Units, and PBV Units will be interviewed by JSCo, who will prepare an initial certification. At the time of the interview, all adult members of the household (aged eighteen years or older) must be in attendance. They will be asked to bring applicable second-party documentation, which may include the most recent three months' pay stubs, if employed; notice of action letter, if receiving public benefits; six-months of asset statements, and previous rental history. Other documents or identification to determine household composition, income, and assets may be requested. A complete document checklist will be provided in the application cover letter. During the interview, staff will clarify any information provided by the applicant household and answer questions regarding admission procedures.

At the interview the following items will be completed by or obtained from the household:

1. Credit/Criminal Release Form (Non-Replacement Households only): A credit report indicating financial responsibilities and a comprehensive unlawful detainer check will be obtained for each adult applicant. Due to the low-income nature of the residents housed at affordable communities, like Jordan Downs Phase Area H2A, many applicants have no or negative credit. Accordingly, we cannot rely on customarily used credit scoring devices when assessing an applicant's credit worthiness. Although applications with excessive collection accounts may be the basis for denial of applicants, we apply a holistic approach to review credit reports and consider mitigating circumstances including domestic issues, recent job losses, disproportional housing cost to income ratios and student loan or medical debt situations before making rental decisions. If the household meets the credit criteria, a criminal report will be requested and they immediately will move to the next step. Existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates (or otherwise have a right to return under the RAD Requirements) and have been approved for occupancy by HACLA will not be subject to any additional rescreening.

2. If the household meets the credit criteria, a criminal report will be requested and they immediately will move to the next step. Residents with a right to return under the RAD requirments will not be screened for credit, criminal and rental history, as stated in the Resident Selection Criteria.

3. A Tenant Income Certification Questionnaire form completed by each adult.

4. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determined to be necessary.

5. All income will be verified in writing from the income source on appropriate income verification forms. For recipients of Social Security income or public assistance, current Notice of Action letters or Statement of Benefits will be accepted.

6. All assets, including bank accounts, will be verified in writing from the financial institution.

7. Reachable current and previous landlords will be contacted by mail or fax for information concerning the history of complying with lease requirements, payment records, destruction of property or interference with the rights of others, unhealthy or unsanitary conditions. Absence of prior rental history will not automatically disqualify an otherwise eligible applicant; however, we may request alternative means of verifying prior residence or lack of residence, as well as request provision of personal references.

8. Applicants will be asked to verify their student status to ensure compliance with Tax Credit Requirements.

9. Submission of an application and attendance at an interview does not indicate the offer of a unit or acceptance for housing. Formal determination of eligibility will be made when an appropriate unit is available and all information is verified.

10. All PBV/RAD applicants, will be subject to HACLA approval and all PBV Units and RAD Units must pass HUD's Housing Quality Standards (HQS) inspection prior to resident move-in. Only after a Certification of Eligibility (COE) is received from HACLA will an applicant be approved to move-in.

11. JSCo will prepare welcome packages for the new residents.

Move-Ins – All Unit Types

In order to take possession of the unit, the resident is asked to pay the full move-in costs (security deposit equal to tenant's monthly rent portion or $50, whichever is greater, and first month's pro-rated rent), and sign a lease and Tenant Income Certification. Rent is due at the first of the month thereafter, the tenant will also read, review, and sign the House Rules and other applicable Lease exhibits, addenda and attachments.

Eligibility Determination – All Unit Types

PBV and RAD applications will be processed by referral from HACLA. HACLA shall be responsible for determining a RAD or PBV applicant's qualification for preferences in accordance with the policies set forth in HACLA's Section 8 Administrative Plan. Applicants will be referred by HACLA to JSCo who will conduct initial screening in accordance with the Resident Selection Criteria and all applicable financing requirements for the property. After JSCo conducts their screening in accordance with the

Resident Selection Criteria, HACLA shall be responsible for determining a RAD or PBV applicant's initial eligibility and qualification for the RAD and PBV Programs in accordance with the policies set forth in HACLA's Section 8 Administrative Plan.

Supplemental Information For Replacement Units

JSCo will work closely with the designated Relocation Agent to ensure, as much as possible, the smooth processing and adherence to the Relocation Plan for all residents with a right to return under the RAD Requirements.

Only complete applications will be sent to JSCo by HACLA for processing. All applications will be accompanied with an eligibility certification, which will indicate the applicant's program eligibility and unit selection.

Per HACLA requirements, no current resident with a right-to-return residing in a unit at the existing Jordan Downs public housing development, who is in good standing and elects to move to a Replacement Housing Unit as part of the RAD conversion at the initial lease-up of the Project, shall be subject to rescreening as part of the conversion; however, Owner and Management Agent shall complete an initial certification for all residents before moving in. The initial certification will be kept on file by the Management Agent, as required by Applicable Regulatory and Operating Requirements. This may include verification of all asset and income sources, and student status immediately prior to move in. Following initial lease-up, the units will be subject to all screening requirements as set forth in the Resident Selection Criteria of this Marketing and Tenant Selection Plan and as otherwise required by the Applicable Regulatory and Operating Requirements, including but not limited to any required credit and background screening, if units are not filled with a Relocating Resident. At turnover, all available PBV and RAD units will be re-leased through the HACLA administered waiting list.

Waiting List Maintenance – PBV and RAD Units

In accordance with HUD requirements, HACLA shall maintain the waiting lists for the RAD/PBV Replacement Units and Non-Replacement PBV units in accordance with the HACLA Section 8 Administrative Plan.

Non-RAD/PVB Units will not be referred by HACLA and will be marketed and filled in accordance with the requirements of the ground lease and Authority loan documents, TCAC and HCD requirements as well as the standard procedures following and implemented by BRIDGE, JSCO and the Partnership.

List of Attachments

Attachment 1 Resident Selection Criteria

Attachment 2 Long-Form Application for Tax Credit Certification Process (All unit types)

JORDAN DOWNS Area H2A
RESIDENT SELECTION CRITERIA

Project Description

Jordan Downs Area H2A will be an 76-unit multi-family development, located in the County of Los Angeles, in the Watts section of the City of Los Angeles. The property will consist of one, two, three, and four-bedroom units. These units and will have refrigerators, stoves, and central heating and cooling.

The unit breakdown in the Project will be as follows:

Type of Unit	Number of Units
Rental Assistance Demonstration ("RAD") Project-Based Voucher Units subject to Low Income Housing Tax Credits ("LIHTC")	9 units
Non-RAD Project-Based Voucher ("PBV") Units	45 units (30 Replacement)
No PVB or RAD – Tax Credit	7
No PVB or RAD – Non-Tax Credit	14
Manager Unit	1 unit
	Total: 76 Units

As depicted above, of the 77 units, 61 units will be leased and operated in accordance to the Tax Credit Allocation Committee (TCAC) requirements. There are thirty-nine (39) Replacement Units, which include nine (9) Rental Assistance Demonstration (RAD) and thirty (30) Project Based Voucher (PBV) units, administered by the Housing Authority of the City of Los Angeles (HACLA). Fifteen (15) additional PBV units will be Non-Replacement Units and will be available to eligible households. One (1) unit is set-aside for a manager's unit. Fourteen (14) of the units are not restricted by tax credits or subsidized.

Application Processing and Policy on Non-discrimination

The Relocating Residents (as such term is defined in the Amended and Restated Management and Re-Occupancy Plan by and between Owner and HACLA and dated as of _____) will be referred by the Housing Authority of the City of Los Angeles (HACLA or the Authority). HACLA, the owner, and The John Stewart Company (JSCO) will coordinate efforts to determine the appropriate RAD or PBV unit for those relocating residents. Prior to move-in, HACLA, the owner, and JSCO will ensure that the Relocating Residents meet, or will meet at move-in, any applicable regulatory and operating requirements. This includes income limits, compliance with student limitations, the need and request for accessibility features in the unit. Per HACLA requirements, no Relocating Resident, who is in good standing and elects to move to a Replacement Housing Unit as part of the RAD conversion at the initial lease-up of the Project, shall be subject to rescreening as part of the conversion; however, Partnership and Management Agent shall confirm and require that any resident moving into a tax-credit unit or unit that is regulated by HCD or TCAC meets the requirement in all applicable Regulatory Agreements before leasing the unit.

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Following initial lease-up, when a Replacement Unit becomes available for Occupancy, HACLA will identify a Relocating Resident in Good Standing that is appropriate for the size and regulatory requirements for the vacant unit. Agent will screen resident in accordance with this Marking and Tenant Selection Plan, following screening requirements for Replacement Units and Relocating Residents. If the vacant unit is an accessible unit, HACLA will refer a Relocating Resident in need of such features. If no such Relocating Residents require these features, HACLA will refer a household from the Site Specific RAD/PBV Waiting list. If there are no additional Relocating Residents from Jordan Downs, HACLA will refer residents from the Site Specific RAD/PBV Waiting List.

Applicants for the RAD or PBV units will be processed in order of position on the Site Specific RAD/PBV Waiting List established by HACLA at lease-up. A waiting list is necessary to provide a fair and equitable means of tracking applicants who have applied for an apartment. It helps assure that each applicant is offered an apartment in the proper order, thus preventing claims of discrimination or favoritism, and allows for the most efficient turnover of vacant apartments. If an applicant qualifies for a preference or priority then it is possible to move up the waiting list based on the circumstances. The Site Specific RAD/PBV Waiting List will be managed by HACLA in accordance with HACLA's Section 8 Administrative Plan.

The Management Agent will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, gender identity, age, disability, handicap, familial status, military status, source of income, marital status or presence of children in a household, acquired immune deficiency syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. No criteria will be applied or information considered pertaining to an attribute of behavior that may be imputed by some to a particular group or category. All criteria shall be applied equitably and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974. This Act in no way limits management's ability to collect such information as may be needed to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Applicants for the non-RAD and PVB units will be selected in accordance with BRIDGE's standard procedures and as required by HCD and TCAC, as applicable.

Reasonable Accommodations

Reasonable accommodations may be made, as appropriate, to meet the needs of applicants. Reasonable accommodations will be made to meet the needs of disabled applicants, including applicants with both physical and/or mental disabilities.

Management will apply the same screening criteria to all applicants. However, management is obligated to offer qualified applicants with disabilities additional consideration in the application

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of rules, practices, or services and structural alterations if said accommodation will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. Management is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will result in an undue financial burden to the property or if it requires management to alter or change a basic component of the housing program.

If an applicant has a physical or mental disability, and as a result of this disability needs a reasonable accommodation, the applicant may attach a note to the application describing the reasonable accommodation(s) requested or contact management staff to request an accommodation. Management staff will contact the applicant to determine the need for the accommodation and if additional information is required. The applicant may be asked to fill out a Reasonable Accommodation Request form and further information may be required from a certified medical provider to verify need for reasonable accommodations. The Reasonable Accommodation request and supporting documentation will be sent to the Disability Coordinator for approval. The applicant will be notified in writing whether the accommodation request was approved or denied and the reason for the denial.

Application Process

I. OCCUPANCY STANDARDS

The following guidelines are set with regard to number of occupants per dwelling unit. These guidelines are set to avoid overcrowding or underutilization of limited affordable housing opportunities. Section 8305 (b) of the uniform Multifamily regulations states that the minimum number of persons in household per the chart below. However, it also states that a sponsor may assign tenant households to units of sizes other than those indicated as appropriate if the sponsor reasonably determines that special circumstances warrant such an assignment and the reasons are documented in the tenant's file

a) Management will apply the following occupancy standard to all units, in compliance with applicable regulatory and operating requirements:

Bedroom Size	Minimum Household Size	Maximum Household Size
One Bedroom	1	2
Two Bedroom	2	5
Three Bedroom	3	7
Four Bedroom	4	9

HACLA will, upon screening of applicants for PBV and RAD units, apply the Occupancy Standards found in the Administrative Plan, as amended from time to time.

b) For all units, household members will be counted for purposes of unit size in accordance with HACLA's Section 8 Administrative Plan. As per CTCAC guidelines, for

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Tax Credit units, the head of household may choose whether to consider temporarily absent members (e.g. in the military or away at school) as part of the household. If there is no conflict between the Section 8 Administrative Plan and CTCAC, both will be followed in all cases for all unit types.

c) Request for a Reasonable Accommodation, such as the need for a live-in aide, will be considered when determining appropriate unit size.

d) Applicants must be able to maintain the housing unit in accordance with local health standards, with or without assistance.

e) Assigned unit must be household's primary place of residence.

II. INCOME LIMITS

Jordan Downs Area H2A AFFORDABLE UNITS: (Subject to Change; updated income limits will be published in the management office in real time) **[Chart detailing current income limits will be inserted prior to lease up.]**

PBV and RAD households pay approximately 30% of their monthly income in rent as determined by HACLA. No minimum income requirements

One 2bd unit will be reserved for the management staff.

All applicants must meet certain underwriting guidelines. This project is subject to the requirements of several funding sources that have made it feasible. The above information reflects these requirements to the best of management's knowledge at this time, but is subject to change if required for compliance with law, regulations or policy changes.

Total gross household income cannot exceed AMI for applicable household size.

III. VERIFICATION PROCESS

Due to the low-income nature of the residents housed at affordable communities, like **Jordan Downs Area H**2A, many applicants have no or negative credit. Accordingly, we cannot rely on customarily used credit scoring devices when assessing an applicant's credit worthiness. Although applications with excessive collection accounts may be the basis for denial of applicants, for the restricted units, we apply a holistic approach to review credit reports and consider mitigating circumstances including domestic issues, recent job losses, disproportional housing cost to income ratios and student loan or medical debt situations before making rental decisions. Returning Residents will not be screened for credit.

A. Financial

1. All income will be verified in writing by the income source indicated on income certification form.

2. All assets, including bank accounts, will be verified in writing.

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3. Upon initial occupancy, except for existing Jordan Downs public housing residents in good standing who possess Right to Return Certificates and have been approved for occupancy by HACLA, resident's income cannot exceed 30%, 40%, 50%, 60%, or 80% of the area median income (depending on the unit applied for) as published annually by the U. S. Department of Housing and Urban Development and The California Tax Credit Allocation Committee.

4. For PBV and RAD units, since the rent is calculated by HACLA at approximately 30% of income, there is no minimum income requirement.

5. Applicants with Section 8 tenant-based vouchers may not use their Section 8 tenant-based voucher to occupy a RAD or PBV unit but may apply to be on the waiting list for RAD or PBV units.

6. Third-party income verification will be required from all sources, including but not limited to:

    a. Employment, Self-Employment
    b. Savings and checking
    c. Pension
    d. Disability
    e. Asset verification, property, home, stocks, bonds, annuities, IRA, etc.
    f. Government assistance, A.F.D.C., food stamps, etc.
    g. Social Security
    h. Child Support/Alimony
    i. Non-Tuition Financial Aid.

7. Income calculations are based on the applicant's annual gross (anticipated) income for the following 12 months. Annual gross income includes income from any and all assets. In the case of self-employment, net income is calculated.

8. For applicants that are not Returning Residents, a credit reference will be required for all household members over eighteen years of age covering the last five years. Seven or more negative credit references, collection accounts exceeding $2,500, unmet obligation owed to a previous landlord, unlawful detainer, or bankruptcy discharged within the last three years may be grounds for denial.

9. Applicants will have the option to include supplementary information with their application to explain any issues such as foreclosures, bankruptcy and negative credit. In situations where an applicant provides such supplemental information, such information will be considered as part of the housing determination.

B. Criminal Background Checks

It is the policy of Jordan Downs Area H to screen applicants, residents and household members for criminal history, and to reject applicants, or terminate the leases of residents, if it is determined that current or past criminal activity of an applicant, resident

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or household member may indicate a present threat the health, safety, or right to peaceful enjoyment by other residents, property management staff or persons residing in the immediate vicinity of the facility. Neither HACLA nor the Owner may screen any returning Jordan Downs household or family in good standing with a Declaration of Right to Retain Tenancy. Households displaced by the Jordan Downs Redevelopment, whether pursuant to the RAD Program or otherwise, have the right to return to the redeveloped site.

The Controlled Substances Act (CSA), Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as enacted and effective October 27, 1970, classifies marijuana as a Schedule I drug, placing it into a category reserved for those substances which have "a high potential for abuse" and for which there is "no currently accepted medical use..."

In spite of ongoing efforts to reclassify or otherwise decriminalize marijuana use, it remains illegal in the Schedule I classification under federal law. Notwithstanding, California voters passed via a November 1996 ballot initiative the Compassionate Use Act (Proposition 215) allowing "seriously ill residents of the state, who have the oral or written approval or recommendation of a physician, to use marijuana for medical purposes without fear of criminal liability under…the [California] Health and Safety Code." The Medical Marijuana Program (MMP) was established under the California Department of Public Health to provide a system of registered identification cards for qualified patients to "possess, grow, transport and/or use Medical Marijuana…". Jordan Downs Area H obeys and abides by federal law, to this end, the use of so-called "medical marijuana", as well as the illegal use of all other controlled substances is not permitted at Jordan Downs Area H. Owner reserves the right to notice, serve and evict, if necessary, any household determined in violation of the drug use (as well as any other material) provisions of the lease agreement and occupancy rules.

Jordan Downs Area H may deny admission to applicants or terminate the lease of any resident or household member who is or has been engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.

1. PBV and RAD Units – HACLA Screening (Administered by HACLA)

   HACLA will apply the following Criminal Screening Criteria to all PBV and RAD Unit applicants (except for existing Jordan Downs residents with a Right to Return Certificate intended for Jordan Area H):

Grounds and Terms of Terminations and Denials	
Criminal, Drug, Alcohol Grounds	
Prior **drug related** eviction from federally assisted housing (Drug related now includes illegal use or possession.)	**3 years** Family cannot merely withdraw the member from its application.

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Illegal use of a Drug (personal use)	**1 year** (admit if completed or enrolled in rehab)
Methamphetamine production/manufacture (Any conviction anywhere)	**Lifetime** (Self admission or crim. hist.)
Prior Violent Criminal Activity	
Registered sex offender (in any state)	**Lifetime** (Self admission or crim. hist.)
Alcohol abuse	**1 year** (admit if completed or enrolled in rehab.)
Other Grounds	
Damages to Assisted Unit	**5 years** (Damage exceeds $2000)
Income consent forms, Citizenship, Social Sec. Info	**Always.** Follow 24 CFR Part 5 (esp. re citizenship denials)
Abusive or violent behavior or threat of (toward any staff)	**10 years**
Fraud	**10 years** (from termination of HAP contract)
Termination from S8 for cause (skips, tenant HQS violation, other program violations)	**5 years** (from public housing authority programs only)**, 2nd time = permanent ban**
Eviction from Assisted Housing	**3 years** (from public housing authority programs only) **2nd time = permanent ban**
Owes money to any public housing authority (includes live-in aide)	**Always** (applicants can repay within 30 days, participants can enter into repayment agreement)
Refusal to sign Crim. Hist. Request or be fingerprinted	**Always** (Includes live-in aide)
Refuses assistance with conditions or any adult in family does not sign conditions.	**Always**

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	(Only family members, not live-in aide)
Exceptions and Reasonable Accommodations	
Mitigating Circumstances & Reasonable Accommodations	HACLA may make reasonable accommodations to its terminations and denial policy (in accordance with 24 CFR Part 8)

NOTE: Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the other Resident Selection Criteria outlined in this Plan. The resident selection criteria is used to demonstrate the applicant's suitability as a resident using verified information on past behavior, to document the applicant's ability, either alone or with assistance, and to comply with essential lease provisions and any other rules and regulations governing residency.

2. Additional Owner Screening - All Units:

   JSCO will apply the following criminal history screening criteria to all applicants (RAD and PBV) except those Relocating Residents holding a Right to Return Certificate from HACLA intended for relocation to Jordan Downs Area H.

a. Criminal record checks will be conducted on all household members over eighteen years of age who have satisfied the income requirements, credit report and tenancy requirements. This process will also apply for attendant care providers that will be occupying the unit. A criminal history or misdemeanor offense(s) could be grounds for denial:

Criminal, Drug, Alcohol Grounds	
Conviction for drug related criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
Conviction for violent criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
Other criminal conviction that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.	**5 years**
If any adult household member is subject to any state's sex offender lifetime registration	**Lifetime**

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requirements.	

C. History of Responsible Tenancy, Behavior and Conduct

Current housing references will be obtained for non-Returning Residents in non-replacment Units. Previous landlords during the past three years may also be contacted. Housing references will help determine rental history including but not limited to non-payment of rent, repeated disruptive behavior, and chronic late rent payments. A determination will be made regarding whether or not the applicant has demonstrated a record of conduct which could constitute a material violation of **Jordan Downs Area H** Occupancy Agreement provisions or applicable tenancy law. If such a record of violations is documented, that will be considered grounds for a determination of ineligibility.

If housing references are not available, applicants will be asked to provide as much information as possible regarding where they have been living for the past three years. On a case by case basis, if sufficient landlord references are not available, staff may require written verification from social workers or others involved with the applicant in a professional capacity as to homeless status. Based upon these references, staff will decide if the applicant has demonstrated an ability and willingness to live peacefully with neighbors and refrain from behavior that jeopardizes the safety, security and peaceful enjoyment of the community. The level of support an applicant has, transitional living programs completed, and the appropriateness of an applicant's needs with the services offered will be considered.

At the request of an applicant, a reasonable accommodation request will be considered. In addition, with the approval of the reasonable accommodation, the applicant will be given an opportunity to appeal any application denial based on information obtained from criminal record checks. However, all applicants will have to demonstrate that they meet program requirements. See Section XI, Appeals, for more information.

IV. WAITING LIST

Offer of Apartment:

Applicants will be offered only one apartment. Mitigating circumstances may be taken into account, if the offer is not accepted such as an emergency situation or hospitalization. If an applicant on the Site Specific RAD/PBV Waiting List or the Section 8 Waiting List (for Non-Replacement PBV units) rejects the unit offered to him/her, their rejection of the unit will processed as set forth in HACLA's Section 8 Administrative Plan.

A. When the next 30-day notice is received by management, it will be the responsibility of the manager to notify HACLA and request referrals for the unit. For future RAD and PBV

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vacancies, HACLA will conduct eligibility screenings and refer applicants in accordance with the Section 8 Administrative Plan.

V. GENERAL

A. All applicants will be initially interviewed by the manager or a representative of the management agent.

B. It will be the responsibility of the site manager or management agent to inform the applicant in writing of rejection or approval.

Management will notify applicants who are rejected, in writing, and the applicants will be informed of their option to appeal this decision.

VI. REJECTED APPLICATIONS

A. Applications may be rejected for any of the following:

1. Blatant disrespect, disruptive or anti-social behavior toward management, the property, or other residents exhibited by an applicant or family member any time prior to move-in (or demonstrable history of such behavior);

2. A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits (when house visits apply), or eviction for cause (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

3. A negative credit report, as described in paragraph III.(A).8 (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

4. Criminal conviction as described in paragraph III.(B).2.a (does not apply to Returning Residents in good standing with a Declaration of Right to Retain Tenancy);

6. Falsification of any information on the application;

7. Household size that does not conform to the stated minimum and maximum sizes;

8. Income exceeding the area median based upon income limits established at the property;

B. Personal History:

1. Documented history of violence or abuse (physical or verbal), in which the applicant was determined to be the antagonist, that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project, may be grounds for rejection, based on a case by case

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analysis.

2. Current abuse of alcohol or use of illegal drugs that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project, may be grounds for rejection, based on a case by case analysis. Use shall constitute abuse for illegal drugs (unless required by a doctor's verification).
3. Other good cause, including, but not limited to, failure to meet any on the resident selection criteria in this document.
4. All rejected applicants will have the right to appeal the decision. The appeal should be sent to the on-site management office and must be received by the site manager or managing agent no later than fourteen (14) days after the rejection letter is received. Within three (3) working days of receipt of an appeal, the appeal will then be forward to the Regional Manager of The John Stewart Company and to the assigned Residential Service Coordinator for the property and a decision will be rendered within seven (7) days.

VII. FAIR HOUSING

The property will comply will all federal, state, and local fair housing and civil rights laws and with all equal opportunity requirements.

VIII. POLICY ON PRIVACY

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974.

This in no way limits the management's ability to collect such information as may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

IX. PET POLICY

Residents may have pets in accordance with the Pet Policy. All pets must be pre-approved by Management, and a $300 pet deposit will be required.

X. ACCESSIBLE UNITS

Units are accessible for residents with mobility and sensory or visual impairments. As required by TCAC and the Los Angeles Housing and Community Investment Department (HCIDLA), preference will be given to applicants who require a unit with the specific design features offered in accessible units in the development. All reasonable efforts will be made to rent accessible units to applicants who require or who could benefit from such units. In the case of an accessible unit, when no qualified household has applied that requires the design features offered, then the unit will be offered to the next qualified household. This applicant will be required to complete a Lease Addendum form, whereby they agree to transfer to a non-accessible unit within the development should a tenant or applicant require an accessible unit.

The addendum states:

EQUAL HOUSING OPPORTUNITY

"Resident acknowledges that the unit now occupied by Resident was specifically designed and adapted for occupancy for persons living with mobility, visual and hearing impairments needing accessible units. Resident further acknowledges that, as of the date hereof, Resident does not need an accessible unit and that Management retains the right to allocate accessible units to those who have the greatest needs for units. Resident agrees that should another existing resident, or applicant, need an accessible unit that Resident, will upon (30) days written notice from Management, move to a different dwelling unit of comparable size and rent. Failure to accept or move to the offered unit shall be deemed material non-compliance with this Occupancy Agreement and be cause for termination of the Agreement."

If after occupying the accessible unit, the physical condition of a member of the household changes and a household member would then benefit from continued occupancy in the accessible unit, the household would not be required to move.

Failure to accept or move to the offered unit shall be deemed material non-compliance with the lease and would be cause for termination of tenancy.

XI. APPEALS PROCEDURE

If an applicant household is deemed ineligible for occupancy, they will be notified in writing of the determination, and the notification will include the reason for the determination. All applicants who are determined to be ineligible will also be notified of their right to appeal the determination. This appeal is preferred in writing and should be sent to the on-site management office, but verbal appeals will also be accepted. The written appeal must be received within 14 days from the date that the determination letter was mailed. If the applicant(s) does not exercise their appeal in writing and within the required period, the applicant(s) will be ineligible for housing and their application removed from the processing list as well as from the waiting list.

Applicants who appeal the initial decision of ineligibility will meet with the property representative. The applicant may bring to this meeting any documentation, evidence, or additional information. The Property Representative will also confer with staff and review the applicant's file in its entirety. If the appeal fails a Regional Manager who had no involvement in making the original decision of ineligibility will review. The Owner's Representative will make a final decision based on the merits of all information reviewed. A written decision will be placed in the applicants file. All decisions on appeals will be made within 20 days of the appeal.

EQUAL HOUSING OPPORTUNITY

Jordan Downs Area H2A

Thank you for your interest in to live at Jordan Downs Area H2A located at 2299 East 99th Place, Los Angeles, CA 90002. Jordan Downs Area H offers 80 affordable family units and is the second phase of the redevelopment of the Jordan Downs community.

Unit amenities include:

- Dishwasher
- Garbage Disposal
- Refrigerator
- Stove
- Central A/C
- Ample storage

Community Amenities include:

- Parking
- Onsite Property Manager
-

This housing is offered without regard to race, color, national origin, sex, religion, ancestry, genetic information, source of income, age, marital status, familial status, sexual orientation or preference, gender identity, or disability, or any other basis prohibited by law.

A person with a disability may request a reasonable accommodation (a reasonable change in policies), a reasonable structural modification, an accessible unit or the provision of auxiliary aids and services, in order to have equal access to a housing program. If you or anyone in your household has a disability, and because of that disability requires a specific accommodation, modification or auxiliary aids or services to fully use our housing services, please contact our staff for a reasonable accommodation form.

JORDAN DOWNS AREA H2A APPLICATION PROCESS

Interview

At your scheduled appointment, please come prepared with all requested supporting documents as outlined in the Application Checklist below. We will confirm the information supplied on your application, and answer any concerns you may have. This interview normally takes approximately 45 minutes. All persons who will be living in the apartment, irrespective of their age, must participate in this interview. If applicable, your leasing associate must verify credit, criminal background check, rental history, and all sources of income and assets. Your patience and cooperation is appreciated.

Apartment Offer
When all documents have been received, verified and approved, qualified applicants will be invited back to view the apartment that has been selected for them. Remember, you will only receive one offer of an apartment. If you decline that apartment, you will be considered to have withdrawn your application.

12 Month Lease Term
Leases will be for a minimum term of one year.

Pets
Residents may not keep any type of pet on the premises, with the exception of those persons with disabilities requiring service animals, or as otherwise required by law.

Parking
There are a limited number of resident spaces at Joran Downs Area H2A. Parking is restricted to cars owned by residents of Jordan Downs Area H2A. All cars must be registered in the name of the resident; and residents must provide proof of current auto insurance and must provide a valid driver's license. All cars must be for personal use only, be in working order, and be maintained in a safe condition at all times. Vehicles not in compliance will be towed at the owner's expense. No exceptions. Accessible spaces are available.

What if I need changes in the way I communicate with you as a result of a disability?
If as a result of a disability you need changes in the way we communicate with you, please contact us by calling The John Stewart Company at (213) 787-2760.

Jordan Downs Area H2A is funded by a federally regulated government program called the Low-Income Housing Tax Credit Program (LIHTC). This program, as well as other sources used to build the property, requires management to screen all applicants carefully. The LIHTC program also has restrictions related to full-time students, which require us to determine a student's eligibility on a quarterly or semester basis. All potential residents must qualify based on projected annual income (including all assets), household size, credit and rental history, and criminal background screening. This screening and verification process is applied equally to every applicant who applies for the affordable apartments.

INTERVIEW CHECKLIST

****DO NOT SUBMIT THIS INFORMATION WITH YOUR APPLICATION. THIS MAY BE REQUIRED AT THE TIME OF INTERVIEW. ****

If Applicable, we will may require the following documents to determine your eligibility (we can make copies for you):

1. A copy of a State or National Picture ID for each adult applicant
2. A copy of Social Security Card for all household members (if applicable)
3. Birth Certificates for all minors under 18
4. Supporting documents as defined below:

Bank Accounts and Any other Assets:	The two most recent statements, owned by any household member. This includes 401(k)'s, 403(b)'s, IRA's, stocks, and any jointly held accounts. The six most recent statements for checking accounts.
Employment:	Last three months consecutive paystubs for all household members who are 18 and older; if a household member is cash paid, they must provide a tax return if filed.
Self-Employment:	Last year's IRS Tax Return including Schedule C for all household members who are 18 and older
Social Security (SSA):	Latest award letter, for any household member
Supplemental Security (SSI)/Disability:	Award letter or printout, dated within last 30 days, for any household member
Unemployment:	Printout of benefit statement or copy of last letter showing current monthly benefit for all household members who are 18 and older.
Monetary Assistance:	This is regular gifts or payments from anyone outside of the household (includes anyone paying your bills) for any household member regardless of age. The payer may need to provide a bank/asset statement showing funds equaling ten times the annual assistance.
GA/AFDC/TANF:	Latest Notice of Action letter, for any household member
Child Support/ Alimony:	Most current court order or CASES printout showing pay history and case summary
Students:	Student household members may be required to provide financial aid documentation and/or an unofficial transcript.
Other:	If you have real estate, you will be asked to provide a grant deed, mortgage statement, and tax return. If any household member has regular pay as a member of the Armed Forces; severance payments; settlements; lottery winnings or inheritances; death benefits or life insurance dividends; trust benefits; or any other source of income, provide documentation to support the source of income.

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Fill in all blanks. Incomplete applications will not be processed.

Lead Applicant Name	Mailing Address Street	Apt #
Co-Applicant	City State	Zip
Home Phone ( )	Contact/Interpreter Name	Contact/Interpreter Phone ( )
Work Phone ( )	Preferred Apartment Size (circle one) 1BR 2 BR 3BR 4BR 5BR	Total Number of People in Household
Where did you hear about us?		

Please consider completing this OPTIONAL section	If Yes: What design feature(s) do you require?
Do you require special unit design features? Yes or No	□ Visual Impairment □ Hearing Impairment □ Mobility Impairment □ Other: Specify

List below all persons who will be living in the apartment

Name	Social Security No.	Date of Birth	M/F	Relationship to Applicant #1
1.				SELF
2.				
3.				
4.				
5.				
6.				
7.				

Please answer the following questions:

Household Size

Do you expect any changes to your household size within the next 12 months?..... Yes or No (circle one)

Explain: Name, Relationship, etc.

Evictions

Have you or anyone in your household ever been evicted? ..... Yes or No (circle one)

Explain:

Bankruptcy

Have you or anyone in your household ever filed for bankruptcy? ..... Yes or No (circle one)

Explain:

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Custody

Do you have full custody of your child(ren) listed above? ..... Yes or No (circle one)

Explanation of custody arrangements:

Child Support or Alimony

We must count court ordered support whether or not it is received unless legal action has been taken to remedy.
We must also count support that is not court-ordered but received directly from payer)

Are you or any one in your household entitled to receive child support or alimony?..... Yes or No (circle one)

If money is not actually received, are you taking legal action to remedy? ..... Yes or No (circle one)

Please provide the name(s) and address(es) of Agency, Court, or Individual providing the support.

Name: Address:

Live-In Care Attendant

Will you or anyone in your household require a live-in care attendant? ..... Yes or No (circle one)

Section 8 Rental Assistance

Do you possess a current Section 8 voucher or certificate? ..... Yes or No (circle one)

Is it transferable? ..... Yes or No (circle one)

Please provide the name and address of your County or City Housing Authority:

Name: Address: Phone: ( )

Pets

Do you have a pet?..... Yes or No (circle one)

If Yes, how many? Description:

Student Information

This apartment is governed by a regulatory agreement that has restrictions on full-time students and requires us to determine student status.
We must determine this prior to eligibility and, if such eligibility is granted, each subsequent year you remain in the unit.

Are you or any member of your family (including minors) a student? .....Yes or No (circle one)

If Yes, please list (use reverse if necessary):

Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME
Name of Student	Name of School	Grade	Student Status (circle one)
			PART TIME FULL TIME

Personal

In case of emergency, please notify: Phone # Relationship

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please complete the following income information for every household member:
Include all income anticipated for the next twelve (12) months.

The following are possible sources of income (use Additional Applicant Income form if necessary):

Employment, wages or salaries - include overtime, tips, bonuses, commissions, and payments received in cash
Regular gifts or payments from anyone outside of the household (includes anyone paying your bills)
Public Assistance, General Assistance/Relief or AFDC, TANF, CalWorks
Regular pay as a member of the Armed Forces
Unemployment benefits or workers compensation
Stock Dividends
Social Security, SSI or any other payments from Social Security Administration
Veteran's Benefits, Pensions, retirement Benefits or Annuities
Disability, death benefits or life insurance dividends
Payments from rental properties, land contracts, or other forms of real estate
Financial Aid
Self-employment
Child Support or Alimony
Severance Payments
Settlements
Lottery Winnings or inheritances
Any other source of income not listed

Applicant #1 - Income

Name	Drivers License/ID #

Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Total Income Per Year	**$**

Applicant #2 - Income

Name	Drivers License/ID #

Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$

Total Income Per Year	**$**

Zero Income Verification

Are YOU or is ANY other ADULT member of your household claiming zero (0) income? Please list: Name(s):

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please complete the following asset information for ALL household members (including minors):
Include all assets held and the corresponding balance or value of the asset. Include assets that may be held jointly with another person. An asset is defined as any lump sum amount that you hold and currently have access to.

The following are possible sources of assets (use Additional Applicant Asset form if necessary):

Checking or savings accounts
CD's, money market accounts, or treasury bills
Pensions, IRA's, KEOGH or other retirement accounts
Real estate, rental property, land contracts for deeds or other real estate holdings
Insurance Settlements
Stocks, bonds or securities
Trust funds
Personal property as an investment
Any other asset not listed

Applicant #1 - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant #2 - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip

Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Have you or any other member of your household disposed of or given away ANY asset(s) for LESS than fair market value within the last two years?..... Yes or No (circle one)

Amount: $ Explanation:

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Please provide names and addresses of the Lead Applicant's landlords for the last five years:
(Use Additional Applicant Residential History Form for all other applicants, if necessary)

Current Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One: ☐ Own ☐ Rent

Address of unit	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

I certify that the foregoing information is true, complete and correct. I also understand that false statements or omissions are grounds for disqualification, eviction and/or prosecution under the full extent of California law.

I certify under penalty of perjury that we are not: a) an owner, developer, or sponsor of the Project, b) an officer, agent, or consultant, or elected or appointed official of the Owner, developer or sponsor of the Project, or c) a member of the Immediate Family of such person described in a) or b).

Applicant #1	**Date**
Applicant #2	**Date**
Applicant #3	**Date**
Applicant #4	**Date**
Applicant #5	**Date**
Applicant #6	**Date**
Applicant #7	**Date**

Inquiries may be made to verify the statements herein. I authorize the release of the requested information to Jordan Downs H2A /The John Stewart Company for purposes of income verification and credit. While Jordan Downs H2A may obtain criminal history checks on potential residents, occupants, guests or contractors in the Community, Jordan Downs Phase H2A has no duty to do so, and does not warrant or guarantee the personal safety of any resident, occupant, guest or other person in the Community.

OPTIONAL INFORMATION

In order to help us assess affirmative Fair Housing effectiveness, please check the category which best describes your race and your ethnicity.

This information is strictly voluntary on your part.

Race	Choose One
American Indian or Alaska Native	☐
American Indian or Alaska Native and White	☐
American Indian or Alaska Native and Black or African American	☐
Black or African American	☐
Black or African American and White	☐
Asian and White	☐
Asian	☐
Native Hawaiian or Other Pacific Islander	☐
White	☐
Other:	☐
Decline to State	☐

Ethnicity	Choose One
Hispanic	☐
Non-Hispanic	☐
Decline to State	☐

DO NOT WRITE OR SIGN YOUR NAME ON THIS PAGE

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Additional Applicant Income form

Please complete the following income information for every household member:
Include all income anticipated for the next twelve (12) months. (Use reverse side if necessary)

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Applicant # - Income

Name				Drivers License/ID #
Primary Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
Additional Income Source	Contact Person			Phone ( )
				Fax ( )
Address	City	State	Zip	Amount received per year
				$
	Total Income Per Year			**$**

Additional Applicant Assets form

Please complete the following asset information for ALL household members (including minors):
Include all assets held and the corresponding balance or value of the asset. Include assets that may be held jointly with another person. An asset is defined as any lump sum amount that you hold and currently have access to.

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Applicant # - Assets

Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Checking or Savings Account Number	Name on the Account		Balance/Value
Name of Bank	Address	City	State Zip
Other Asset (specify)	Name on the Account		Balance/Value
Source	Address	City	State Zip

Jordan Downs Area H2A

APPLICATION FOR RESIDENCY

Additional Applicant Residential History form

Please provide names and addresses of your landlords for the last five years:
(Use reverse side if necessary)

Residential History for Co-Applicant # (please print name): _____

Current Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Previous Residence Please Check One : ☐ Own ☐ Rent

Address of unit rented	City	State	Zip	From	To

Landlord's name	Landlord's phone number ( )
	Landlord's fax number ( )

Landlord's complete address	City	State	Zip

Jordan Downs Area H2A
GROUNDS FOR DENIAL OF RENTAL APPLICATION

It is the responsibility of each applicant to provide any and all information required to determine eligibility. The following lists the reasons why we might deny your application (Items 1, 2 and 4 do not apply to Returning Residents):

1. Credit (student loans and medical expenses are excluded)
a. Total unmet credit problems (including governmental tax liens), within the last three (3) years in excess of $2,500.
b. A bankruptcy (within the last three years).
c. A total of seven (7) unmet credit problems of any value within the last three (3) years.

2. Rental History
a. A judgment against an applicant obtained by the current or previous landlord within the last three (3) years.
b. An unmet obligation owed to a previous landlord within the last three (3) years.
c. The applicant must have made timely payments of the last year's rental payments.

3. Personal History
a. A documented history of violence or abuse, (physical or verbal), in which the applicant was determined to be the antagonist, that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees and contractors who work with the project.
b. Current abuse of alcohol or use of illegal drugs. Use shall constitute abuse for illegal drugs (unless required by doctor's verification).

4. Criminal Background Check (based on individual analysis and review of circumstances)
a. If any adult household member is subject to any state's sex offender lifetime registration requirement
b. Conviction for violent criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.
c. Conviction for drug related criminal activity that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.
d. Other criminal conviction that would threaten the health, safety, or right to peaceful enjoyment by other residents or employees and contractors who work with the project.

5. Annual Income/Occupancy standard/other program regulations
a. Annual Income (including assets) not within the established restrictions for the property.
b. Household size must meet the established occupancy standard for the property.
c. Applicant must meet all program regulated eligibility requirements.

6. Documentation: Each potential occupant must provide all documentation required by the selection process.
a. Not showing up for an interview,
b. Not providing a completed and signed application, release of information, grounds for denial, and application fee (if required).
c. Not providing landlord references covering the last three years of residency. *Please note: Applicants who have not held a rental agreement for a minimum period of twelve months within the last three years will be required to provide references from a person not related to the applicant who has known the applicant for at least three year*s.
d. Not providing appropriate proof of all income sources and assets.
e. Not providing any other documents required to determine eligibility.

7. Offer of an Apartment
Applicants will be offered only one apartment. Declining the offer of an apartment is considered to be a withdrawal of the application by the applicant.

8. Other Eligibility Requirements
a. N/A

I have read and understood the foregoing and find them to be reasonable reasons my rental application may be denied.

_____ _____
Adult Applicant # 1 **Date**

_____ _____
Adult Applicant # 2 **Date**

_____ _____
Adult Applicant # 3 **Date**

_____ _____
Adult Applicant # 4 **Date**

EQUAL HOUSING OPPORTUNITY

Tenant/Client Request for a Reasonable Accommodation

The following tenant, applicant or client claims a physical or mental impairment that limits his or her ability to occupy our housing.

Name: _____ Date: _____

As a result of the disability, this person is requesting the following Reasonable Accommodation(s):

☐ A change in a policy, practice or procedure: (Please specify, e.g., a change in visitor procedures.)
☐ A physical change in the housing unit: (Please check needed accommodation(s).)

_____ Addition of grab bars for bath/shower
_____ Modification of the fire alarm system to accommodate visual impairment.
_____ Modification of the fire alarm system to accommodate hearing impairment
_____ Other (please explain): _____
_____

Verification of Need:
You MAY be asked to allow us to verify the need for this accommodation. If so, the information we obtain will be kept completely confidential and used solely to determine that the accommodation is needed.

Providing the Accommodation:
If we cannot provide this accommodation immediately, you will get an answer to this request within 10 days. If you do not agree with the response, you may appeal the decision to: Jordan Downs Area H2A

ATTN: Tanita Davis
888 S. Figueroa Street, Suite 400
Los Angeles, CA 90017

Notice of Right of Reasonable Accommodation

If you have a physical or mental health problem, or a disability, and as a result, you need…

- A change in the rules or policies or in how we do things that would give you an equal chance to participate in the program or use our services,
- A change in the way we communicate with you or give you information,
- A physical change to your housing unit,

You may ask for this kind of change, which is called a **Reasonable Accommodation**.

Your Request

If you can show that you have a disability or health problem that interferes with your use of our services, program, or housing, and if your request is reasonable, we will try to make the changes you request. You can ask for this change by contacting the Property Manager or a Leasing Agent. These staff can assist you in filling out a Reasonable Accommodation Request Form.

Our Response

We will give you an answer in 10 days, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk with you about other ways to meet your needs. If we turn down your request, we will explain the reasons in writing and you can give us more information, if you think that will help. You may also appeal our decision and we will tell you how.

Confidentiality

All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy our services and programs. It is illegal for us to deny you any services or retaliate against you because you made a Reasonable Accommodation Request.

Jordan Downs Area H2A

Release of Information
for the purpose of determining eligibility for affordable housing

I authorize the release of any information The John Stewart Company may request from third parties regarding myself and all other persons included in the application for Jordan Downs Area H2A, for the purpose of determining my eligibility for affordable housing, including the following:

Personal, Credit, Landlord and
Employer References
Apartment Rentals and Tenant History
Employment
Self-Employment
Savings and Checking Accounts
Family Support
Child Support
Alimony
Aid to Families with Dependent Children (AFDC)
TANF
Criminal Background

Annuities
Pension Benefits
Union Benefits
Assets
Social Security Benefits
Financial Assistance
Workers Compensation
General Assistance
Disability
Educational Grants and Work Study
Any Other Income or Assets not listed
Sex Offender Screening

_____ _____
NAME (Please Print) **DATE**

_____ _____
SIGNATURE **DATE**

Please sign one form for each adult applicant (18 years and older)
Please make as many copies as necessary

EQUAL HOUSING OPPORTUNITY

1/01

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Preventive Maintenance is regular, systematic inspection, cleaning & repair of parts, equipment, materials & systems in order to prevent unplanned or premature failure.

Instructions:

1 Form can be used as computer spreadsheet or photocopied & used manually
2 Modify form to suit individual property needs and conditions
3 Delete items that don't pertain to your property
4 Add "X" boxes under appropriate months
5 Insert "Staff" if done in-house, vendor name if contracted out
6 Insert work order # for every task
7 Assign work order for every task
8 Complete task within 30 days of scheduled date

Property Name / Regional Office: _____ Date: _____

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
MANDATORY **ROUTINE MAINTENANCE & SAFETY INSPECTIONS**																	
SITE	Q1 Safety Inspection	Submit by March 31st	Annually			X											
BUILDING EXTERIOR	Q1 Safety Inspection	Submit by March 31st	Annually			X											
BUILDING SYSTEMS	Q2 Safety Inspection	Submit by June 30th	Annually						X								
COMMON AREAS	Q2 Safety Inspection	Submit by June 30th	Annually						X								
APARTMENT UNITS	Q3 Safety Inspection	Submit by September 30th	Annually/Turnover									X					
SAFETY COMPLIANCE	Q4 Safety Compliance Checklist	Submit by December 31st	Annually												X		
SITE																	
Grounds	Fencing, gates & retaining walls	Inspect/repair damage	Quarterly														
	Fire Hydrants	Check location/accessibility	Annually														
	Mailboxes	Inspect/repair damage	Semi-annually														
	Sidewalks	Inspect/grind trip hazards	Semi-annually														
	Shrubs & plants	Trim away from buildings	Annually														
	Trees	Prune (certified arborist)	5 years														
Irrigation	Backflow preventer	Inspect/test/repair	Annually														
	Irrigation controllers	Check & adjust	Semi-annually														
	Irrigation lines & sprinkler heads	Inspect/adjust/repair	Monthly														
	Irrigation timers	Check & reset	Semi-annually														
Parking Lots/Driveways	Automatic vehicle gates	Inspect/repair	Monthly														
	Cracks, potholes, settlement	Inspect/repair	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	Pavement surface	Steam clean	Annually														
	Pavement surface	Slurry seal and stripe	Every 5 years														
Play Areas & Equipment	Play area surface	Inspect/repair	Quarterly														
	Play equipment	Inspect/repair	Quarterly														
Storm Drainage	Catch basins and storm drains	Clean/Repl. missing covers	Semi-annually														
Swimming Pool	Pool & pool equipment	Inspect/clean/service	Quarterly														
Walkways/Steps	Handrails	Inspect/repair damage	Semi-annually														
	Stair treads	Inspect/repair damage	Semi-annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
BUILDING EXTERIOR																	
Balconies & Decks	Condition and drainage	Inspect/clear obstructions	Semi-annually														
	Guardrails - loose, damaged	Inspect/repair	Annually														
	Deck Coating	Inspect/recoat	5 years														
Building Walls	Building exterior	Clean/powerwash	5 years														
	Paint	Touch-up	Annually														
	Siding - cracks/gaps/holes	Inspect/repair	Annually														
Doors	Hardware (locks, closers, panic bars)	Inspect/repair damage	Monthly														
	Surface, frames, trim, thresholds	Inspect/repair damage	Annually														
	Weather stripping	Inspect/replace	Annually														
Fire Escapes	Components	Inspect/repair damage	Annually														
	Path of egress	Inspect/clear obstructions	Monthly														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Lighting	Fixtures & bulbs - exterior	Inspect/repair/replace	Quarterly														
	Outside light timers	Inspect/reset	Semi-annually														
	Photocells	Inspect/repair	Semi-annually														
Roofs	Gutters, downspouts, drains & scuppers	Inspect/clean/repair	Semi-annually														
	Roof surface	Clean/inspect/repair	Semi-annually														
	Roof vents & flashings	Inspect/repair damage	Semi-annually														
	Splashblocks	Reposition/replace missing	Semi-annually														
Windows	Caulking/seals/glazing compound	Inspect/replace	Annually														
	Exterior glass	Clean/wash	Annually														
	Panes - cracked/broken	Inspect/repair damage	Monthly														
	Quick-release locks on all security bars	Inspect/verify	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
BUILDING SYSTEMS & EQUIPMENT																	
Domestic Water	Backflow preventer	Inspect/test/certification	Annually														
	Boiler - Domestic water	Service & certification	Annually														
	Boiler - Heating	Service & certification	Annually														
	Central water supply	Inspect/repair leaks	Quarterly														
	Circulating pump(s)	Inspect/lube/repair	Annually														
	Exhaust vents - Boilers & Hot Water Heaters	Inspect/align/repair	Quarterly														
	Hot Water Heater(s)(HWH)	Flush Tank(s)	Annually														
	HWH seismic straps - tight, wrap-around straps	Inspect/verify	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	HWH TP relief valve(s) is 18" or less from floor	Inspect/verify	Annually														
Electrical System	Access to panels/subpanels	Ensure clear/unobstructed	Monthly														
	Breakers and breaker blanks	Inspect/replace missing	Annually														
	Covers (switches & outlets) - broken/missing	Inspect/replace	Annually														
	GFIs	Inspect/test/replace	Annually														
	Lighting - fixtures/bulbs - common/utility areas	Inspect/replace	Quarterly														
Elevators	Elevator operation & safety	Routine service	Quarterly														
	Elevator permit	Ensure current & posted	Annually														
	Elevator recall	Recall test	Annually														
Emergency Power	Emergency exit lighting	Test/Replace battery	Monthly														
	Emergency exit signs	Test/Replace battery	Monthly														
	Emergency generator	Start up/document operation	Weekly														
Fire Protection	Evacuation signs	Inspect / replace if missing	Annually														
	Fire alarm control & annunciator panels	Inspection & service	Annually														
	Fire alarm system	5 year certification	5 Years														
	Fire alarm horns	Inspect/test for operation	Annually														
	Fire doors	Inspect/test for operation	Annually														
	Fire hoses - condition, identification signage	Inspect/repair/replace	Annually														
	Fire hoses	5 year certification	5 Years														
	Fire sprinkler control valves	Inspect/repair/replace	Annually														
	Fire sprinkler heads	Inspect/clean/replace	Annually														
	Fire sprinkler system	Inspection	Quarterly														
	Fire sprinkler system	Inspection & service	Annually														
	Fire sprinkler system	5 year certification	5 Years														
	Portable fire extinguishers	Inspect/re-charge	Annually														
	Pull stations	Inspect/repair/replace	Annually														
	Smoke & heat detectors - check operation	Clean/replace batteries	Semi-annually														
	Standpipes	Inspect/test	Every 5 years														
	Fire escapes	Inspect & service	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
HVAC	Circulating pump	Inspect/lube/repair	Annually														
	Filters - furnace, A/C, rooftop air handling units	Replace	Semi-annually														
	Furnace exhaust vent stacks	Inspect/align/repair	Annually														
	Furnace ducts	Clean	10 Years														
	Heat boiler	Service & certification	Annually														
	Thermostats	Inspect/check operation	Annually														
	Wall furnaces	Inspect/clean/ck. operation	Annually														
Kitchen Equipment	Ice machine	Inspect/service	Annually														
	Refrigerator/freezer compressors	Inspect/service	Annually														
	Range, hood & exhaust filter	Inspect/clean	Annually														
	Vending machines	Inspect/service	Quarterly														
Laundry Equipment	Dryer vent connections	Inspect/clean/repair	Annually														
	Washer supply hoses	Inspect/replace	Annually														
	Washer drain hoses	Inspect/replace	Annually														
Misc. Equipment	Garage fans	Inspect/service	Quarterly														
	Sump pump	Inspect/clean/test	Annually														
Refuse Disposal	Bin capacity for trash & recycling	Verify adequacy	Annually														
	Trash area	Clean/powerwash	Annually														
	Trash compactor	Inspect/repair/service	Semi-annually														
	Trash chute doors	Inspect/repair	Semi-annually														
	Trash enclosures	Inspect/repair damage	Annually														
	Recycling Signage	Inspect/replace	Annually														
	Hazardous materials set-aside area	Ensure proper disposal	Weekly														
Sanitary Sewer	Main sanitary sewer lines	Hydrojet	Annually														
Security	Security cameras	Inspect/adjust/repair	Annually														
	Security entry systems	Inspect/repair/service	Annually														
Solar	Panels, pumps, pipes, tanks, controllers	Inspect/service	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Underground Gas Lines	From meter to building	Gas leak survey	Annually														
	From meter to building	Cathodic Protection survey	Annually														
Vehicles	Golf carts	Inspect/service	Quarterly														
	Trucks, vans	Inspect/service	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
COMMON AREAS																	
Doors	Hardware (closers, panic bars, locks, knobs, etc.)	Inspect/repair	Quarterly														
	Surface (holes, rust, delamination, peeling paint)	Inspect/repair	Quarterly														
	Weather stripping	Inspect/repair	Quarterly														
Flooring	Common area carpets	Steam clean	Semi-annually														
	Common area resilient flooring	Mop	Weekly														
	Concrete stairs & stairwells	Steam clean/powerwash	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														
APARTMENT UNITS																	
Call-for-Aid		Check for operation	Annually														
Doors	Hardware (closers, locks, deadbolts)	Inspect/repair	Annually														
	Surface (holes, rust, delamination, peeling paint)	Inspect/repair	Annually														

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
	Weather stripping (entry only)	Inspect/repair	Annually														

JOHN STEWART COMPANY

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Electrical	Access to panels/subpanels	Ensure clear/unobstructed	Annually														
	Breakers and breaker blanks	Inspect/replace missing	Annually														
	Covers (switches & outlets)- broken/missing	Inspect/replace	Annually														
	GFCIs - kitchen & bathroom	Inspect/test/replace	Annually														
	Lighting - fixtures & bulbs	Inspect/test/replace	Annually														
	CO detector	Inspect/test/replace	Annually														
Fire Protection	Fire extinguishers	Inspect/re-charge	Annually														
	Fire sprinkler heads	Inspect/repair	Annually														
	Smoke detectors - check operation	Clean/replace batteries	Semi-annually														
	Carbon monoxide detectors	Test/ replace batteries	Annually														
Flooring	Carpet	Steam clean	Annually														
HVAC	Filters - furnace, A/C	Replace	Annually														
	Furnace exhaust vent stacks	Inspect/align/repair	Annually														
	Furnace ducts	Clean	10 Years														
	Thermostats	Inspect/check operation	Annually														
	Vent fans - bathroom and range hood	Clean/repair	Annually														
	Wall furnaces	Inspect/clean/ck. operation	Annually														
Hot Water Heater	Hot Water Heater (HWH)	Flush Tank	Annually														
	HWH exhaust vents	Inspect/align/repair	Annually														
	HWH seismic straps - tight, wrap-around straps	Inspect/verify	Annually														
	HWH TP relief valve is 18" or less from floor	Inspect/verify	Annually														
Plumbing	Faucets, angle stops, flex lines, stoppers	Check operation, leaks	Annually														
	Garbage Disposal	Check operation, leaks	Annually														
	Shower head and controls	Check operation, leaks	Annually														
	Toilet, wax seal, fill valve & flapper	Check operation, leaks	Annually														
HEALTH & SAFETY																	
Air Quality	Mold, sewer odors, gas leaks	Inspect/repair	Quarterly														
Electrical Hazards	Exposed wires, water leaks near elec. equip.	Inspect/repair	Quarterly														
Flammable Materials	All flammables stored in flammable cabinets	Inspect/correct	Quarterly														
Garbage & Debris	No excessive trash outdoors or indoors	Inspect/correct	Quarterly														
Hazards - other	Trip hazards, broken glass, sharp objects	Inspect/correct	Quarterly														

PREVENTIVE MAINTENANCE SCHEDULE

Area	Item	Task	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Performed By	Work Order # / Remarks
Infestation	Insects, rats, mice or vermin	Inspect/correct	Quarterly														

Life Expectancy of Building Components

The following material was developed for the National Association of Home Builders (NAHB) Economics Department based on a survey of manufacturers, trade associations and product researchers. Many factors affect the life expectancy of housing components and need to be considered when making replacement decisions, including the quality of the components, the quality of their installation, their level of maintenance, weather and climatic conditions, and intensity of their use. Some components remain functional but become obsolete because of changing styles and tastes or because of product improvements. Note that the following life expectancy estimates are provided largely by the industries or manufacturers that make and sell the components listed.

Life Expectancy of Household Components	
Appliances	**Life in years**
Compactors	10
Dishwashers	10
Dryers	14
Disposal	10
Freezers, compact	12
Freezers, standard	16
Microwave ovens	11
Electric ranges	17
Gas ranges	19
Gas ovens	14
Refrigerators, compact	14
Refrigerators, standard	17
Washers, automatic and compact	13
Exhaust fans	20
Source: Appliance Statistical Review, April 1990	
Bathrooms	**Life in years**
Cast iron bathtubs	50
Fiberglass bathtub and showers	10-15
Shower doors, average quality	25
Toilets	50
Sources: Neil Kelly Designers, Thompson House of Kitchens and Bath	
Cabinetry	**Life in years**
Kitchen cabinets	15-20
Medicine cabinets and bath vanities	20
Sources: Kitchen Cabinet Manufacturers Association, Neil Kelly Designers	
Closet systems	**Life in years**
Closet shelves	Lifetime

Countertops	Life in years
Laminate	10-15
Ceramic tile, high-grade installation	Lifetime
Wood/butcher block	20+
Granite	20+
Sources: AFPAssociates of Western Plastics, Ceramic Tile Institute of America	
Doors	**Life in years**
Screen	25-50
Interior, hollow core	Less than 30
Interior, solid core	30-lifetime
Exterior, protected overhang	80-100
Exterior, unprotected and exposed	25-30
Folding	30-lifetime
Garage doors	20-50
Garage door opener	10
Sources: Wayne Dalton Corporation, National Wood Window and Door Association, Raynor Garage Doors	
Electrical	**Life in years**
Copper wiring, copper plated, copper clad aluminum, and bare copper	100+
Armored cable (BX)	Lifetime
Conduit	Lifetime
Source: Jesse Aronstein, Engineering Consultant	
Finishes used for waterproofing	**Life in years**
Paint, plaster, and stucco	3-5
Sealer, silicone, and waxes	1-5
Source: Brick Institute of America Floors	
Floors	**Life in years**
Oak or pine	Lifetime
Slate flagstone	Lifetime
Vinyl sheet or tile	20-30
Terrazzo	Lifetime
Carpeting (depends on installation, amount of traffic, and quality of carpet)	11
Marble (depends on installation, thickness of marble, and amount of traffic)	Lifetime+
Sources: Carpet and Rug Institute, Congoleum Corporation, Hardwood Plywood Manufacturers Association, Marble Institute, National Terrazzo and Mosaic Association, National Wood Flooring Association, Resilient Floor Covering Institute	

Footings and foundation	Life in years
Poured footings and foundations	200
Concrete block	100
Cement	50
Waterproofing, bituminous coating	10
Termite proofing (may have shorter life in damp climates)	5
Source: WR Grace and Company	
Heating, ventilation and air conditioning (HVAC)	**Life in years**
Central air conditioning unit (newer units should last longer)	15
Window unit	10
Air conditioner compressor	15
Humidifier	8
Electric water heater	14
Gas water heater (depends on type of water heater lining and quality of water)	11-13
Forced air furnaces, heat pump	15
Rooftop air conditioners	15
Boilers, hot water or steam (depends on quality of water)	30
Furnaces, gas- or oil-fired	18
Unit heaters, gas or electric	13
Radiant heaters, electric	10
Radiant heaters, hot water or steam	25
Baseboard systems	20
Diffusers, grilles, and registers	27
Induction and fan coil units	20
Dampers	20
Centrifugal fans	25
Axial fans	20
Ventilating roof-mounted fans	20
DX, water, and steam coils	20
Electric coils	15
Heat Exchangers, shell-and-tube	24
Molded insulation	20
Pumps, sump and well	10
Burners	21
Sources: Air Conditioning and Refrigeration Institute, Air Conditioning, Heating, and Refrigeration News, Air Movement and Control Association, American Gas Association, American Society of Gas Engineers, American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc., Safe Aire Incorporated	

Home security appliances	Life in years
Intrusion systems	14
Smoke detectors	12
Smoke/fire/intrusion systems	10
Insulation	**Life in years**
For foundations, roofs, ceilings, walls, and floors	Lifetime
Sources: Insulation Contractors Association of America, North American Insulation Manufacturers Association	
Landscaping	**Life in years**
Wooden decks	15
Brick and concrete patios	24
Tennis courts	10
Concrete walks	24
Gravel walks	4
Asphalt driveways	10
Swimming pools	18
Sprinkler systems	12
Fences	12
Sources: Associated Landscape Contractors of America, Irrigation Association	
Masonry	**Life in years**
Chimney, fireplace, and brick veneer	Lifetime
Brick and stone walls	100+
Stucco	Lifetime
Sources: Brick Institute of America, Architectural Components, National Association of Brick Distributors, National Stone Association	
Millwork	**Life in years**
Stairs, trim	50-100
Disappearing stairs	30-40
Paints and stains	**Life in years**
Exterior paint on wood, brick, stucco, aluminum	5-10
Interior wall paint (depends on the acrylic content)	5-10
Interior trim and door paint	5-10
Wallpaper	7
Sources: Finnaren and Haley, Glidden Company, The Wall Paper	

Plumbing	Life in years
Waste piping, cast iron	75-100
Sinks, enamel steel	5-10
Sinks, enamel cast iron	25-30
Sinks, china	25-30
Faucets, low quality	13-15
Faucets, high quality	15-20
Sources: American Concrete Pipe Association, Cast Iron Soil and Pipe Institute, Neil Kelly Designers, Thompson House of Kitchens and Baths	
Roofing	**Life in years**
Asphalt and wood shingles and shakes	15-30
Tile (depends on quality of tile and climate)	50
Slate (depends on grade)	50-100
Sheet metal (depends on gauge of metal and quality of fastening and application)	20-50+
Built-up roofing, asphalt	12-25
Built-up roofing, coal and tar	12-30
Asphalt composition shingle	15-30
Asphalt overlag	25-35
Rough structure	**Life in years**
Basement floor systems	Lifetime
Framing, exterior and interior walls	Lifetime
Source: NAHB Research Foundation	
Shutters	**Life in years**
Wood, interior	Lifetime
Wood, exterior (depends on weather conditions)	4-5
Vinyl plastic, exterior	7-8
Aluminum, interior	35-50
Aluminum, exterior	3-5
Sources: A.C. Shutters, Inc., Alcoa Building Products, American Heritage Shutters	
Siding	**Life in years**
Gutters and downspouts	30
Siding, wood (depends on maintenance)	10-100
Siding, steel	50-Lifetime
Siding, aluminum	20-50
Siding, vinyl	50
Sources: Alcoa Building Products, Alside, Inc., Vinyl Siding Institute	

Walls and window treatments	Life in years
Drywall and plaster	30-70
Ceramic tile, high grade installation	Lifetime
Sources: Association of Wall and Ceiling Industries International, Ceramic Tile Institute of America	
Windows	**Life in years**
Window glazing	20
Wood casement	20-50
Aluminum and vinyl casement	20-30
Screen	25-50
Sources: Best Built Products, Optimum Window Manufacturing, Safety Glazing Certification Council, Screen Manufacturers Association	

EQUAL HOUSING OPPORTUNITY

Jordan Downs Area H2A
LEASE AGREEMENT

This Lease is made this **[# Day of Month]** day of **[Month, Year]** between **[Project Name]**, John Stewart Company as Management Agent (hereinafter referred to as "we," "us," "Management" or "Landlord"), and **[Adult Resident(s) Name(s)]** as RESIDENT(S) (hereinafter jointly and individually referred to as "you"). We permit you exclusive occupancy of the dwelling unit, described as follows:

A dwelling unit at **[Street Address, City, State and Zip Code]** designated as **[Enter the Unit #. If not applicable, enter "N/A."]**, together with fixtures, accessories, and the following appliances: **[Revise or delete any of the following as applicable to the unit and property]** refrigerator, stove and heater (hereinafter referred to as "the Dwelling Unit"), located at **[Project Name]** (hereinafter referred to as the "Property").

This Lease is subject to the following terms, conditions, covenants, and agreements:

1. **Regulations:** This Lease and your occupancy of the Dwelling Unit are governed by the regulations of the California Tax Credit Allocation Committee (hereinafter "Regulations"). The Regulations are derived from the programs of the public agency (hereinafter "Programs").

   A. The Regulations provide for a specific maximum monthly rent which may be charged for the Dwelling Unit, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Regulations also require that dwelling units at the Property be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. Qualified Households must meet certain income limitations. You agree to notify us immediately of any change in the composition of the household members residing within the Dwelling Unit.

   B. The Regulations provide for specific qualification restrictions with respect to occupancy of Program units by full-time students. You acknowledge that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should your household fail to meet all student status requirements, you will be deemed an unqualified resident and will be subject to immediate eviction. You agree to notify us immediately of any change in student status by any member of your household.

2. **Term:** This Lease will begin on _____ and will end on _____; or until terminated by either you or us as provided in this Lease. Following the initial lease period, your tenancy shall be on a month-to-month basis subject to the same conditions in item 20 herein.

3. **Rental Charges:** The rental charges for the Dwelling Unit are $_____ per month to be paid by or on behalf of you to us at our Administrative Office located at **[Management Office Street Address, City, State, Zip Code]**. However, you agree to pay $_____ for the partial month ending _____. Rental

charges shall be paid in advance on or before the first day of each month, and are late if not paid before the end of the fifth (5th) day. If rental charges are not paid by the fifth (5th) day of the month, you will be charged a late fee of $20.00. Rental charges shall be adjusted annual in accordance with Section 4. The rental charges amount shown above includes a deduction for utility allowance for the Dwelling Unit as established by the Regulations.

4. **Income Certification and Recertification**:

   A. Your eligibility for this rental charge payment is based on information that you have provided to us regarding your household income and assets. Each year, prior to renewal of the Lease, within 30 days after receiving notice from us, you agree to provide updated information on forms we provide you. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false information, may result in the termination of your occupancy and eviction from the Dwelling Unit. If you fail to provide the required information on time, you will be liable for any rental charges adjustment pursuant to Subsection B below from the effective date of the new Lease. You agree that all information supplied by you shall be subject to inspection by representatives from the Programs.

   B. We will adjust the rental charges payment described in Section 3 as allowed by the Regulations annually, except that the first year adjustment may occur within less than 12 months so that the Lease period will coincide with the project fiscal year or move-in annual certification. We will give you 30 days' written notice prior to the effective day of any new rental charges and will execute a new Lease or Lease Amendment providing the rental charges adjustment.

   C. Management must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:
      - Household members: A household may add household members as long as at least one member of the original low-income household continues to live in the unit. Once all the original tenants have moved out of the unit, the remaining tenants must be certified as a new income-qualified household. (Management approval is required prior to any changes in household composition)
      - Income or Assets
      - Full Time Student Status
      - Need for a Live In Attendant

5. **Security Deposit:** You will pay us, in advance of occupying the unit, a security deposit in the amount of $_____. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the Dwelling Unit or the Property other than normal wear and tear. We may also apply the deposit for the payment of rental charges due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit, less any deducted amounts, to you at your forwarding address or other such address as you may designate. At the

same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit.

6. **Utilities:** You will pay for telephone service and the following utilities, including all fees, deposits, and charges therefore: Electricity/Cable. We will pay all other utility bills.

7. **Use**: You shall use the Dwelling Unit as, and only as, your primary place of residence. The Dwelling Unit shall be occupied only by members of your household consisting of _____ Adults (anyone 18 years of age and over) whose names are listed below, and _____ children (anyone under 18 years of age) whose names and ages are listed below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

You must request permission from us in writing, and receive written approval from us, prior to allowing another person to reside in the Dwelling Unit.

8. **Maintenance**: You shall keep the Dwelling Unit and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the Dwelling Unit or the Property, you shall be liable for cost to repair the damage. Where damage or disrepair is not the responsibility of your or your guests, we will repair and maintain the Dwelling Unit, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Dwelling Unit and common areas.

9. **Remodeling and Alterations:** You shall not undertake any remodeling, redecoration, or alteration, including painting and wall papering, to the Dwelling Unit or the Property without receiving our written permission.

10. **Rules:** You, your household members, and guests, shall not cause or permit in the Dwelling Unit or in common areas, excessive noise or any other activity which disturbs the peace and quiet of other residents or neighbors. You, your household members,

and guests, shall not cause or permit any activity constituting a nuisance on or about the Property or which adversely affects the health or safety of any person, nor shall you, your household members, or guests, interfere with the management of the Dwelling Unit or the Property. You, your household members, and guests, shall not cause or permit any illegal activity or use in the Dwelling Unit or in common areas. You, your household members, and guests, shall comply with the written House Rules we issue regarding the use of the Dwelling Unit and common areas of the Property. We will provide a copy of the House Rules to you. Any amendment to the House Rules shall be in writing and effective 30 days after the notice thereof to you. By initialing below, you acknowledge receipt of a copy of such House Rules, a copy of which is attached to and made a part of this Lease. _____(Initial)

11. **Sublease or Assignment:** You shall not lease the Dwelling Unit or any portion thereof, or assign this Lease. If you attempt to lease the Dwelling Unit or any portion thereof or assign this Lease, this Lease shall be null and void and no right to occupy the Dwelling Unit shall arise from any attempted sublease or assignment.

12. **Entry and Inspection**: We or our Agent may enter and inspect the Dwelling Unit after giving reasonable notice to you for:

    - Making necessary or agreed-upon repairs;
    - Inspecting for compliance with the Terms of this Lease;
    - Showing the Dwelling Unit to lenders, purchasers, residents, contractors, repair workers, or representatives from the Program;
    - Performing contracted pest control services;
    - Conducting annual and any other inspections;

    Twenty-four (24) hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the Dwelling Unit without notice if necessary in an emergency such as fire or flooding.

13. **Joint Responsibility:** You must be 18 year of age or older, or a minor not under the care of a parent or guardian, to sign this Lease. This Lease is between us and each person executing this Lease jointly and individually. In the event of default by anyone, each and every remaining person who executed the Lease shall be responsible for payment of the total rental charges payment stated in Section 3 or amended by Section 4 and all other provisions of the Lease.

14. **Hold Harmless Waiver:** We do not provide insurance for your personal property. You agree to indemnify and hold us harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by you, a household member, or any other person in the Dwelling Unit with your consent, or the consent of any household member except as may be caused by our negligence. Management encourages renters to carry their own renter's insurance.

15. **Possession:** If we are unable to deliver possession of the Dwelling Unit at the time this Lease begins, we shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but you shall not be liable for rental charges until possession is delivered. You may terminate this Lease by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease.

16. **Late Charges and Other Costs of Default:** You covenant and agree that, in addition to the other sums that have become or will become due, pursuant to the Terms of this Lease, you shall pay to us a late charge in the amount of $**20.00** for each payment of Rental Charges, or part thereof, more than 5 days in arrears.

    NSF Checks-In the event that your rent check is returned for insufficient funds, a $**15.00** charge will be assessed. If this is the first occurrence, you will be allowed to pay your next month's rent via personal check; but

    a. If this is the second occurrence, your next (6) six months of rent payments will have to be in the form of Cashier's Check or Money Order; and
    b. If this is the third occurrence, we reserve the right to terminate your tenancy and to commence eviction proceedings.

17. **Your Obligations:** You agree to:

    A. Comply with all obligations imposed upon you by the provisions of state and local building codes materially affecting health and safety.

    B. Keep the Dwelling Unit and such other areas as may be designated for your exclusive use in a decent, clean, sanitary, and safe condition, and the inside of the Dwelling Unit maintained according to acceptable housekeeping standards.

    C. Dispose of garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner.

    D. Use, and ensure that household members and guests use, only in a reasonable manner (and in a manner designed to conserve water, gas, and electricity) all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

    E. Promptly notify us of the need for repairs to the Dwelling Unit and any known unsafe conditions in the common areas and grounds of the Property which may lead to damage or injury.

    F. Refrain from, and ensure your household members and guests to refrain from, damaging, destroying, defacing, or removing any part of the Dwelling Unit or Property, including placing contact paper, decals, or paint on the Dwelling Unit.

    G. Pay the repairs costs for the repair of damage to the Dwelling Unit, Property, facilities, or common areas, caused intentionally, recklessly, or negligently by you or your household members or guest, normal wear and tear excepted.

H. Conduct yourself, and ensure that household members, guests and other persons who are at the Dwelling Unit, or on the Property with your consent conduct themselves, in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Property, and the neighborhood, in a decent, safe, and sanitary condition.

I. Not engage in, and ensure that no household member, guest, or other person under your control at the Property engages in, any criminal activity at the Dwelling Unit, or on or off the Property. Such criminal activity includes but is not limited to any conduct that threatens the health or safety or rights of any resident of the Property, (including Management staff residing on the Property), Management staff or persons who are on or near the Property, or that threatens the right of any resident, guest or neighbor in the immediate vicinity of the Property, to the peaceful and quiet enjoyment of their residence or property.

J. Comply with, and ensure that household members, guests, and other persons under your control at the Property comply with, the written House Rules described in Section 10 above.

18. <u>Our Obligations:</u> We agree to:

A. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

B. Within a reasonable time, make or require necessary repairs to the Dwelling Unit to keep them in a habitable condition.

C. Keep project building, facilities, and common areas, not otherwise assigned to you for maintenance and upkeep, in a clean and safe condition.

D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

19. <u>Termination and Eviction:</u>

A. After the initial lease period you may terminate your tenancy in the Dwelling Unit by giving 30 days' written notice to us. If you do not give the full 30 days' written notice, you shall be liable for rental charges up to the end of the 30 days for which notice was required or to the date the Dwelling Unit is reoccupied, whichever comes first. You agree to vacate the Dwelling Unit no later than the expiration date of such notice, remove all your personal property, and leave the Dwelling Unit clean and in good repair.

B. We may terminate this Lease in accordance with the law, and only for good cause. Good cause for termination shall include, but is not limited to:

1) Abandonment of the unit by you.

2) Material or repeated violation of the terms of this Lease or the House Rules by you, any household member, guest or other person under your control at the Property. A material violation includes but is not limited to:

    a. Failure to pay rent charges or any other financial obligation under the Lease in a timely manner; or

    b. Four or more late rent payments within any 12 month period (received after the fifth day of the month), or

    c. Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the Dwelling Unit (Section 8 of this Lease), or

    d. A violation resulting in damage to the Dwelling Unit or any other portion of the Property, or

    e. A violation which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Dwelling Unit, or

    f. A violation which interferes with our responsibilities.

3) Intentional misrepresentation or intentional failure to state any fact or facts, including facts concerning your income and assets, upon which we have relied in agreeing to enter into this Lease.

4) The failure or refusal by you or any household member to provide income information upon "Income Certification" required by Section 4 of the Lease, or the intentional provision of false or incomplete information.

C. You shall be held responsible for the acts and activity of all household members, guests and other persons under your control. We may terminate this Lease for criminal activity by you, any household member, guest and other person under your control, regardless of whether there is an arrest or conviction.

D. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction

20. <u>Waiver:</u> Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained in this Lease or house rules, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right hereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. <u>Additional Lease Provisions:</u> Additional provisions are incorporated and attached to this Lease as Addendums: House Rules

22. <u>Acknowledgment:</u> As consideration for your continued fulfillment of the terms and conditions of this Lease, we agree that you may, during the effective period of this Lease, have and enjoy the use of the Dwelling Unit described above.

The John Stewart Company
Management Agent

By: _____
Name
Property Manager
Title

Date: _____

Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

Co: Resident: _____
Signature

Date: _____

CTCAC SECTION 42 LOW INCOME HOUSING TAX CREDIT (LIHTC) ADDENDUM

This Addendum is being attached to, and incorporated by reference in, the Lease Agreement (the "Lease") between the undersigned Landlord and the undersigned Resident(s) for the purpose of modifying certain terms and conditions of the Lease. The parties agree that, if any terms of the Lease and this Addendum are inconsistent, the terms set forth on the Addendum will govern.

1. The premises ("Property") are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Program"). Resident's must cooperate with Landlord in verifying their eligibility for this Program. The Program requires that the Property be leased to "Qualified Households" and must meet certain income limitations. The Program also provides for a specific maximum monthly rent, which may be charged for the premise, which is subject to annual adjustment based upon Area Median Income (AMI) as determined by the Department of Housing and Urban Development (HUD). Landlord must be immediately notified if changes occur to the current household status. Resident(s) understand and agree that this Lease may be amended at any time upon thirty (30) days' notice as necessary to ensure compliance with all laws, rules, and regulations governing the Program.
2. **Income Eligibility and Certification**: The Resident must be initially certified for eligibility for the Program and annually thereafter. The Lease and the monthly rent are based upon information provided by the Resident regarding the Resident's household income and assets. Upon request, the Resident must complete the certification process, verification of all income, assets, and other eligibility information. Occupancy is subject to continuing eligibility under the Program requirements. Landlord will contact the Resident approximately 120 days prior to the next effective date to begin processing the necessary documentation for a recertification. It is the Resident's responsibility to cooperate and provide all necessary information for the initial and annual certification process.
3. **Income Increases/140% Rule**: The LIHTC program protects annual household income increases without issue up to 140% of the AMI. If the income of the occupants of a qualifying unit increases to more than 140% of the current income limit, the next unit of comparable or smaller size must be occupied by a qualified low-income Resident(s). If the property contains conventional units as well as LIHTC units, the rent on the household over 140% may be increased to market rent and/or other mitigating actions may occur as directed by other funding sources (non-LIHTC).
4. **Escalation Clause/Utility Allowance**: If the Program increases the maximum amount of rent allowed and/or the utility allowance is changed, Landlord shall have the right to increase the amount of rent and utility allowance up to the maximum allowable rent limit. The increase may occur anytime during the Lease period including the initial lease period, and must be done in accordance with the CTCAC regulations and applicable laws.
5. **Student Status**: The LIHTC Program requires that households comprised entirely of full-time students must meet certain requirements in order for the household to retain its eligibility. If at any time the household becomes comprised of all full-time students or student status changes from part-time to full time, Resident must notify Landlord immediately.
6. **Assignment/Subletting**: Subletting is strictly prohibited. Resident may not sublet or advertise the unit on a hospitality exchange service, such as, but not limited to, Airbnb, Couchsurfing, and Craigslist.

Property Name	Resident Signature Date
Authorized Agent Signature Date	Resident Signature Date
Name Printed	Resident Signature Date
	Resident Signature Date

CTCAC GOOD CAUSE EVICTION LEASE RIDER
(to be attached to resident lease)

Property Name:_____ Unit #_____
Household Name:_____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

_____	_____	_____
Property Representative Name (print)	**(signature)**	**Date**

****

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(signature)**	**Date**

NOTICE – GOOD CAUSE EVICTION PROTECTION

(For Tenant Reference)

As a resident in a "Housing Tax Credit Program" rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord "good cause" to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without "good cause"?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the "Lease Rider" to make this important resident protection part of your lease. This "Lease Rider" has already been signed by your landlord and should be attached to this notice for your signature.

What is "good cause" for your landlord to evict or to terminate your tenancy?

There is no specific list of "good causes" to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have "good cause" if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without "good cause"?

Even if your lease does not state this protection, you have the right NOT to be evicted without "good cause." To strengthen this protection, you should immediately sign and return the "Lease Rider."

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons – the "good cause" – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an "unlawful detainer". This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.

Flood Zone Disclosure Addendum

Non-Impacted Property

AB-646 requires property owners/agents to disclose the following information regarding the risk of flooding:

- Residents can obtain information about hazards that may affect the property from the Office of Emergency Services web site at http://myhazards.caloes.ca.gov/.
- Owner's/agent's insurance does not cover the loss of resident's personal possessions and the resident should consider purchasing its renter's insurance and flood insurance to insure the resident's possessions from loss due to fire, flood, or other risk of loss.
- The owner does not need to provide any additional information concerning flood hazards to the property and this information provided is deemed adequate to inform the resident.

The property you reside in has NOT been identified as being located in a special flood hazard area or in an area of potential flooding. The owner/agent has NOT received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding; and/or the owner's/agent's mortgage holder DOES NOT require the owner to carry flood insurance; and/or the owner/agent DOES NOT currently carry flood insurance.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____

Tenant Date

_____ _____

Landlord Date

Jordan Downs Phase H2A
The John Stewart Company, Management Agent
Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The John Stewart Company (JSCo), acting as Management Agent for the property, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at this property**,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance at this property**,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights at this property solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

JSCo may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If JSCo chooses to remove the abuser or perpetrator, JSCo may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for occupancy at this property, JSCo must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

In removing the abuser or perpetrator from the household, JSCo must follow Federal, State, and local eviction procedures. In order to divide a lease, JSCo may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, JSCo may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, JSCo may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, JSCo may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

> **(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
>
> **(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
>
> **(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.
>
> **OR**
>
> **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

JSCo will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. JSCo's emergency transfer plan provides further information on emergency transfers, and JSCo must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

JSCo can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from JSCo must be in writing, and JSCo must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. JSCo may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to JSCo as documentation. It is your choice which of the following to submit if JSCo asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by JSCo with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that JSCo has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, JSCo does not have to provide you with the protections contained in this notice.

If JSCo receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), JSCo has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, JSCo does not have to provide you with the protections contained in this notice.

Confidentiality

JSCo must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

JSCo must not allow any individual administering assistance or other services on behalf of JSCo (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

JSCo must not enter your information into any shared database or disclose your information to any other entity or individual. JSCo, however, may disclose the information provided if:

- You give written permission to JSCo to release the information on a time limited basis.
- JSCo needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires JSCo or your landlord to release the information.

VAWA does not limit JSCo's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, JSCo cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if JSCo can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If JSCo can demonstrate the above, JSCo should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report any violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco HUD Field Office at (415) 489-6583 or the Los Angeles HUD Field office at (213) 534-2555

For Additional Information

You may view a copy of HUD's final VAWA rule at https://www.nahma.org/wp-content/uploads/2014/04/VAWA-FInal-Rule-for-HUD-Housing-Programs.pdf**.** Additionally, JSCo must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Property Manager.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact the Rape, Abuse & Incest National Network (RAINN) at 1-800-656-HOPE (4673).

Victims of stalking seeking help may contact Safe Horizon at 1-800-621-HOPE (4673).

Attachment: VAWA Certification Form (HUD-5382)

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's):_____

4. Name(s) of other family member(s) listed on the lease:_____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s): _____ _____ _____ _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Housing Authority of the City of Los Angeles

Section 8 Project-Based Voucher Program
Statement of Family Responsibility

Privacy Act Statement. The Housing Authority of the City of Los Angeles (HACLA) is authorized by the Department of Housing and Urban Development (HUD) to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' name and address is mandatory. The information is used to certify the members of the family participating in the Section 8 project-based voucher program (PBV) and the family's awareness of their family responsibilities under the program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family eligibility approval.

1. **Certification.** The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members (*including the Head of Household*):

   _____

   _____

   _____

   _____

   _____

   _____

   is/are eligible to participate in the Section 8 project-based voucher program of this PHA and is/are approved to occupy a unit at (*your address*):

   _____

   _____

   Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. **Tenant Rent.** The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.

3. **Changes in Tenant Rent.** A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a

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TDDs for the Hearing Impaired: (213) 252-2646; (213) 252-1639

family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

4. **PHA Housing Assistance Payment.** The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.

5. **Family Right to Move.**

   A. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner a thirty (30) day advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.

   B. Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. Under such circumstances:
      1. HACLA shall conduct a full criminal background check to determine whether the family should be admitted to the regular HCVP in accordance with the requirements of the HCVP.
      2. The family must meet citizenship and all other requirements to be admitted to the regular HCV program.
      3. For families receiving drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, the family must agree to be referred to supportive services, if needed.
      4. The family is currently in compliance with PBV regulations, including, but not limited to, being in compliance with their supportive service plan.
      5. The family is in compliance with their current lease, including, but not limited to, paying their rent on time each month.

   C. If tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

   D. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

   E. The above policies do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, moves out of a unit in violation of the lease, if such move occurs

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to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

F. If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

6. Family Obligations.

A. Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.

B. Each family member must:

1. Supply any information that the PHA or HUD determines to be necessary for administration of the program, including submission of required evidence of citizenship or eligible immigration status.
2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the PHA in writing when the family is away from the unit for thirty days or more in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease. You must notify the Housing Authority of any time that you are away from the unit or expect to be away for more than thirty (30) days.
8. Use the assisted unit for residence by eligible family members. The unit must be the family’s only residence.
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request PHA written approval to add any other family member as an occupant of the unit.
11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
12. Give the PHA a copy of any owner eviction notice.
13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. The family (including each family member) must not:

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1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or sublet the unit or assign the lease or transfer the unit.
6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol and/or drugs in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
10. Be abusive or violent or make threats against any Housing Authority employee.

7. Termination of Assistance. The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility. In addition, if a family resides in a project-based voucher unit excepted from the 25 percent cap on project-basing because of the family's participation in a Family Self-Sufficiency (FSS) or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive service requirement, the PHA shall terminate assistance in accordance with HUD requirements.

8. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

9. HUD Requirements. HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

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Housing Authority of the City of Los Angeles

KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS

Family

Name of Head of Household:

_____

Address:

_____

Telephone Number:

_____

Email:

_____

Signature of Head of Household:

_____

Date:

_____

Public Housing Agency

Name of PHA:

Housing Authority City of Los Angeles

Address:

2600 Wilshire Blvd. Los Angeles, CA 90057

Telephone Number:

213-252-2500

Name and Title of PHA Representative:

_____

Signature of PHA Representative:

_____

Date:

_____

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Tenancy Addendum
Section 8 Project-Based
Voucher Program
(to be attached to the lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577–0169
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.
Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**
Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. **Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent**
Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**
The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**
   This Tenancy Addendum has two parts:

   Part A: Tenancy Addendum Information

   Part B: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

   The initial lease term begins on (mm/dd/yyyy): _____

   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

   The initial rent to owner is: $ _____

7. **Initial Tenant Rent**

   The initial tenant rent is: $_____per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

   At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is $_____per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. **Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities and appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Cooking	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Water Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other		
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
					Provided by
Refrigerator					
Range/Microwave					
Other (specify)					

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial and redetermined rent to owner are established in accordance with HUD requirements.

b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats:

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(14) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

EQUAL HOUSING OPPORTUNITY

Jordan Downs 3, LP
DBA Jordan Downs Area H2A

GRIEVANCE PROCEDURE

If an Applicant or a Resident feels any representative of management has acted in a discriminatory manner with respect to lease requirements, disability status, accommodation request, application processing, management policies, etc., which has adversely affected the rights of the complainant, the first step should always be informal discussion of the incident between the complainant and management. Day-to-day contact and honest communication between the manager and the residents or applicants are the most successful way to avoid misunderstandings and develop mutual respect. If this fails to resolve the grievance, the following steps should be taken:

1. Informal Grievance Review

   The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will have an informal review with the Property Manager or Regional Manager of The John Stewart Company.

   - The resident or applicant must personally present their grievance, either orally or in writing, to The John Stewart Company management office at enter address here, so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance may be simply stated, but must specify both the specific ground(s) for the grievance and the action or relief sought.

   - The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.

   - Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.

   - Management will prepare a written, dated, and signed summary of the discussion and its response to the grievance within a reasonable time, not to exceed fourteen (14) working days. Management will mail or deliver one copy to the resident or applicant and keep one in its file. Management's answer shall specify 1) the name of the review participants, 2) the date of the review, 3) the nature of the grievance, 4) Management's decision on the grievance (and the specific reasons for Management's decision), 5) the resident or applicant's right to request a formal review, and 6) the procedure to request such a formal review (if the resident or applicant is not satisfied with the Management's decision).

2. Formal Grievance Review

   If the resident or applicant is dissatisfied with management's decision after the informal review, they can request a formal review. The formal review will be heard by a Vice President/504 Coordinator or Senior Vice President of The John Stewart Company.

   - If the resident or applicant desires a formal review, they may submit a written request to Formalreview.la@jsco.net within five (5) working days after receiving management's written summary of the informal review. If the resident or applicant does not have access to e-mail, then the information may be delivered to the property or the John Stewart Company Regional Office at:

     The John Stewart Company
     888 S. Figueroa Street
     Suite 400
     Los Angeles, CA 90017

Attention: Carlos Ortiz, Vice President Los Angeles Region

- As with the informal review, the resident or applicant must state the nature of their complaint or grievance, the reasons why they disagree with Management's decision resulting from the informal review, and the action or relief they seek.

- The assigned John Stewart Company officer will review the information provided by the resident or applicant and the management staff and make a written determination with ten (10) working days, which shall be final.

- At any time, the resident or applicant has the right to file a complaint with HUD's Office of Fair Housing and Equal Opportunity.

  San Francisco Regional Office of FHEO
  U.S. Department of Housing and Urban Development
  One Sansome Street, Suite 1200
  San Francisco, California 94104
  (800) 347-3739, TTY (415) 436-6594

TDD Telephone device for the deaf only (888) 887-5379 or California Relay Service (711).

Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date

To be attached to all applications and resident files.

APPEAL AND GRIEVANCE PROCEDURE

Jordan Downs Area H2A

The Lease shall include the tenant protections outlined in section (a) and (b) below. In addition, Management Agent shall include the HUD lease addendum for project-based voucher units, in all PBV Unit and RAD unit leases and the Department of Housing and Community development (HCD) appeal and grievance procedure for all units. To the extent that these notification and grievance requirements conflict with other terms of the lease or its addendum, the terms of this Appeal and Grievance Procedure shall control.

A. **Termination Notification.** Management Agent must provide adequate written notice of termination of any Lease. Such notice of Lease termination shall be not less than:
    a. A reasonable period of time, but not to exceed 30 days;
        i. If the health or safety of other Residents, employees, or persons residing in the immediate vicinity of the premises is threatened; or
        ii. In the event of any drug-related or violent criminal activity or any felony conviction;
    b. 14 days in the case of nonpayment of rent; and
    c. 30 days in other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. **Grievance Process.** Management Agent will maintain a grievance process in accordance with RAD Requirements and the PBV Requirements. Further, Management's Agent's grievance procedure shall provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Notwithstanding the provisions of 24 CFR § 982.555, an opportunity for an information hearing shall be given to all Residents for any dispute that a Resident may have with respect to an Owner's or Management Agent's action in accordance with the Resident's Lease and which adversely affect the Resident's rights, obligations, welfare, or status.

    a. For Residents of the RAD units and PBV Units, the Authority, as contract administrator, will perform the information hearing. The hearing officer must be selected in accordance with 24 CFR § 982.555 (e) (4) (i). For Residents residing in units other than the RAD Units and the PBV Units, the Management Agent shall perform the informal hearing.
    b. There is no right to an information hearing for class grievances or to disputes between residents not involving the Management Agent, Owner or Authority.
    c. The Management Agent shall give Residents notice of their ability to request an information hearing as outlines in 24 CFR § 982.555 (c) (1).

JORDAN DOWNS H2A

HOUSE RULES

Effective Date: 5/24/2021

TDD Telephone device
for the deaf only: (888) 877-5379
or California Relay Service (711)

The purpose of these House Rules is to help ensure the safety and comfort of our Residents, and to advance the quality of our Community as a whole. These rules also ensure that we comply with applicable laws and regulatory requirements in a manner that is consistent and fair.

This document is divided into three sections: (1) Resident Safety & Comfort, (2) Care & Use of Units, and (3) Community Safety & Care. "Residents" shall mean any person listed as an occupant in the Lease for a Dwelling Unit, including the head of household and all household members. "Dwelling Unit" shall mean the dwelling unit rented under the written Lease. "The Property" or "Community" shall mean Jordan Downs H2A "Covered Persons" shall mean members of the household, a guest, a visitor or other person under a Resident's control or invitation at the Property.

1. RESIDENT SAFETY & COMFORT

1.1. **Occupants & Visitors** - Only those persons listed on a Lease may live in the Dwelling Unit. Any changes in household size, including a birth, death, or other removal of a Resident from the Lease, must be reported to Management within five days.

Residents wishing to add a person to their lease must contact Management prior to that person moving in. All persons to be added to the lease must qualify under the Resident Selection Criteria and be approved by Management prior to move-in.

Visitors and guests may stay in a unit for a cumulative total of fourteen nights per year. Prior written consent of Management is required for any stay that might, or does, exceed the fourteen-day total.

1.2. **Guests/Visitors** - Residents shall be held responsible for the conduct and actions of their guests or visitors while guests or visitors are on the Property. In addition to any other actions that Management might take, Residents will be charged for any damage or waste that results directly from the actions of their guests or visitors.

1.3. **Subleasing** - Residents cannot sublet the whole or any part of their Dwelling Unit, either voluntarily or by operation of law, nor allow said Dwelling Unit to be occupied by anyone who is not on the signed Lease Agreement. Residents cannot assign the Lease.

1.4. **Waste and Nuisance** – All Residents are entitled to quiet enjoyment of their Dwelling Units, and of the Property. Residents and Covered Persons may not commit or allow waste or nuisance in or around their Dwelling Unit or the Property. Residents and Covered Persons may not create or permit any condition that results in a risk to the health, safety, property, or quiet enjoyment of other Residents, or of the Community as a whole.

1.5. **Noise** - So as not to disturb the peace and quiet enjoyment of other Residents and neighbors, Residents and Covered Persons must keep noise at a reasonable level at all times. Unreasonably loud sound or noise that disturbs the quiet enjoyment of others is not allowed. Residents and Covered Persons must also not cause noise disturbance from their vehicles, such as loud music or engine racing.

QUIET HOURS ARE OBSERVED BETWEEN 10:00 PM AND 7:00 AM ON WEEKDAYS, AND 10:00 PM AND 9:00 AM ON WEEKENDS. During these hours, noise from within a unit must not be audible from outside, and noise is not allowed in common areas, and Residents using any outdoor space may be asked to go inside if the noise level is disturbing others.

Persistent noise problems or recurring complaints regarding loud, obnoxious or disturbing behavior constitute a material breach under the terms of the Lease.

1.6. **Criminal or Wrongful Activity** – Residents, and Covered Persons, must not engage in criminal or wrongful activity on or off the Property.

Management will terminate the tenancy for criminal or wrongful activity by a Resident or Covered Person regardless of whether the Resident or Covered Person has been arrested for, or convicted of, such activity, and without necessarily satisfying a criminal conviction standard of proof.

1.7. **Drug-Free Environment** – Residents and Covered Persons shall not engage in drug-related criminal activity on or near the Property.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act – 21 U.S.C.k.802).

Possession or use of medical marijuana in the Dwelling Unit or on the Property is strictly prohibited.

1.8. **Firearms & Weapons –** The following are not permitted on the Property: an unlicensed firearm; an unlawful firearm; an unlawful weapon; fireworks; explosive material. Residents and Covered Persons cannot unlawfully possess any firearm, or unlawfully use or brandish any firearm or weapon on the Property. Residents and Covered persons cannot use any bb-gun, pellet gun, or slingshot on the Property. Using an imitation weapon or firearm as a threat to the health, safety, or peaceful enjoyment of any Resident, employee, or member of the public, who is on or near the Property is strictly prohibited. Brandishing an item as a representation of a weapon or firearm is strictly prohibited.

1.9. **Harassment** – Residents and Covered Persons shall not harass, or threaten, other Residents, guests, visitors, Management employees, workers, vendors or other persons on the Property.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile environment for any Resident, guest, visitor or other person on the Property, or which interferes with the work performance of Management employees, workers, or vendors. Some examples include racial slurs; ethnic jokes; posting of offensive statements or posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

Any incident of harassment should be properly reported in writing to the Property Manager, who is responsible for investigating the matter. Managers that receive complaints or that observe harassing conduct should inform JSCo's Regional Manager for the Property immediately. JSCo emphasizes that complaints do not have to be submitted to the Manager if the Manager (or his or her staff) is the individual being accused of harassment. Such complaints can be submitted to the Manager's supervisor or the local JSCo office.

Every complaint that is reported to the Manager or Manager's Supervisor will be investigated thoroughly, promptly and in a confidential manner. Retaliation against any Resident for making a complaint to the Manager or to any other member of Management is prohibited.

1.10. **Interference with Job Responsibilities** – Residents and Covered Persons are prohibited from interfering with the job responsibilities of, or in any way threatening, employees of the John Stewart Company, and of its authorized vendors or its service providers.

1.11. **Outdoor Areas** - Outdoor activities which may pose a risk to the health and safety of the person engaging in the activity, or to any other person, or which may cause damage to Property, are prohibited in any area not specifically designated by Management for such activities.

1.12. **Keys** - Only Residents on the Lease Agreement are allowed to possess keys to the Dwelling Unit or designated area within the Property. Keys may not be duplicated or given to guests, relatives, chore workers, or any other person without written permission from Management.

One set of keys will be issued to each Resident household. Additional keys will be charged to the Resident at cost, and Management reserves the right to deny a request for additional keys.

Upon termination of the Lease, Resident agrees to return all keys to Management. Management may charge the Resident the replacement cost for each key not returned. In addition, Management reserves the right to change a lock at Resident's expense if all keys are not returned.

1.13. **Lockouts** - Residents should take care not to lock themselves out of their Dwelling Unit. A service charge of $25 will be levied against Residents who lock themselves out of their Dwelling Unit more than 3 times. After business hours, Residents must contact a licensed locksmith to gain entry to their Dwelling Unit at their own expense. Management does not provide lock out services.

1.14. **Lost Keys** - Residents must notify Management immediately if a key is lost. Resident shall be charged the replacement cost for each key lost. For Resident safety, Management reserves the right to change a lock at the Resident's expense when the Resident has lost a key.

1.15. **Lock Changes** - Management may change locks on doors or windows upon a Resident's request. If the lock change is requested in order to protect a Resident from a non-household member management will change the lock provided that a court order prohibiting the non-household member from contacting the Resident, or police report naming the person, accompanies said request. If the lock change is requested in order to protect a Resident from another household member, management will change the lock provided that a court order prohibiting the household member from contacting the Resident accompanies said request. Management will not charge the Resident for the first lock changed, so long as a police report or court order is provided. Subsequent lock changes will be at Resident's expense.

1.16. **Restraining Orders and/or Stipulated Agreements** – Residents are required to inform the Property Manager in writing, within 24 hours after being served, of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Residents must comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.

1.17. **No cash** – Except where required by law, neither cash nor blank money orders/checks will be accepted in payment for rent, repairs or other charges.

1.18. **Tipping and Gifts to Staff** – Tipping and giving gifts to staff is strictly prohibited.

1.19. **Resident Businesses** – Residents are prohibited from operating a business of any kind or engaging in business activity on the Property, including inside the Dwelling Unit. Exceptions apply for incidental businesses (as provided in HUD Handbook 4350.1) and a licensed small family day care home, provided that Resident provides 30 days advance notice of the operation of the family day care home and fully complies with Health and Safety Code Sections 1597.30-1597.621, and all other laws and requirements related to the operation of the small family day care home now in effect or subsequently enacted.

1.20. **Pets & Accommodation Animals –**Pets are not permitted anywhere in the Dwelling Unit or on the Property. Residents and Covered Persons may not bring animals or pets to the Property, with the exception of Accommodation Animals. Under no circumstances are aggressive animals allowed on the Property.

Residents shall not feed or house wild, stray, or feral animals on or near the Property.

Accommodation Animals must be approved in advance by Management before the Accommodation Animal moves on-site. Residents must contact Management to schedule a meeting. Management will meet with the Resident and the Accommodation Animal. Following the approval of any Accommodation Animal by Management, the Resident and all adult Resident members will be required to sign and comply with the terms of the Accommodation Animals Agreement. Under no circumstances are aggressive animals allowed on the Property.

1.21. **Unit Transfers** - Management will strive to transfer Residents for medical necessity or to correct under-or over-occupancy, as appropriate units become available.

Transfers to same-size units are not permitted unless determined by Management to be a medical necessity. Proper documentation through a Reasonable Accommodation process will be required for medically-based transfers.

Residents will be transferred to units of the bedroom size appropriate for their family, based upon eligibility and income limits.

Transfer requests must be made in writing, and will be placed on a unit transfer list according to date received.

1.22. **Continuous occupancy** - Affordable housing may be rented only to eligible Residents who occupy a Dwelling Unit on a continuous basis as their only residence. The following rules apply to absences:

1.22.1. Residents shall notify Management in writing within 10 days if any member of the household takes residence in any other location.

1.22.2. If any Resident is, or is expected to be, absent from the Dwelling Unit for 30 days or more, the Resident or other household member shall notify Management in writing within 10 days from the start of the absence.

1.22.3. The Resident, or other household member, must supply any information or certification requested by Management to verify that the Resident or household member is living in the Dwelling Unit, or relating to family absence from the Dwelling Unit, including any Management-requested information of certification on the purpose for the absence. The Resident and household members must cooperate with Management for this purpose. If the Resident is absent from the Dwelling Unit for more than 180 consecutive days the Dwelling Unit shall be deemed abandoned and management will terminate the lease, unless there are extenuating circumstances such as a medical reason, or unless the household adequately verifies that the Resident is still residing in the Dwelling Unit.

1.22.4. During such absence, Management may, without notice, enter the Dwelling Unit at times reasonably necessary to maintain the Dwelling Unit or the Property, and to inspect for damage and needed repairs.

1.23. **Options for Persons with Disabilities –** Management has a legal obligation to provide "reasonable accommodations" to Residents if they or any person on the lease requires such an accommodation. Compliance actions may include reasonable accommodations as well as structural modifications to the Dwelling Unit or the Property, to the extent these can be implemented without creating an undue financial or administrative burden to the Property.

Examples of reasonable accommodations and structural modifications include:

- Allowing residents with disabilities that prohibit them from writing to communicate with management through alternative means including, but not limited to, verbal methods or the use care takers, family, friends, or interpreters;
- Making alterations to a unit so it can be used by a Resident with a wheelchair;
- Installing strobe-type flashing light smoke detectors in an apartment for a Resident with a hearing impairment;
- Permitting a Resident to have a seeing-eye dog to assist a vision impairment;
- Making large type documents or a reader available to a vision-impaired Resident;
- Making a sign language interpreter available to a hearing-impaired Resident;
- Permitting an outside agency to assist a Resident with a disability to complete their annual recertification.

A reasonable accommodation may be requested at any time during residency. Residents may choose not to disclose the nature of their disability to Management. If a Resident chooses to make a reasonable accommodation request, the Resident waives the right to privacy concerning the situation only to the extent necessary to verify the need for such accommodation/modification.

1.24. **Accessible and Adaptable Units** – If Resident resides in a unit that is designed to be accessible or adaptable for persons with disabilities, Resident agrees to transfer to a reasonably comparable unit (which may, or may not, be designed to be accessible or adaptable for persons with disabilities), if Resident's Dwelling Unit is needed for persons requiring these special features. If the Property is federally subsidized, the cost of this relocation will be borne by the Property. If Resident has been assigned a parking space that is designed to be accessible to persons with mobility impairments, Resident agrees to use a different parking space if Resident's assigned space is needed for persons requiring these special features.

1.25. **Grievance Procedure** - If an Applicant or Resident feels Management has acted in a discriminatory manner, Residents have the right to follow the grievance procedure. Please see Management for a copy of that procedure.

If a Resident feels they have been discriminated against based on a disability, they may also contact the local 504 Coordinator, Carlos Ortiz, 213-787-2714

1.26. **Video Surveillance Policy** –Video Surveillance Cameras are in operation at this Property. Video surveillance is only used for the protection and safety of employees, Residents, visitors, assets and Property of the Company and its clientele. However, the presence of surveillance cameras is NO GUARANTEE of the safety and security of a Resident or their belongings.

2. CARE & USE OF UNITS

2.1. **General Care of Units** - Residents must maintain their Dwelling Unit in a decent, safe and sanitary condition at all times, including entrances, patios, backyards and other areas designated in the Lease.

2.2. **Unit Inspections** - Prior to initial occupancy, units will be properly cleaned by Management and rendered in good condition. Management and Resident will conduct a joint inspection at move-in to record the condition of the Dwelling Unit at that time.

Management will perform inspections quarterly, semi-annually, or annually of all facilities and units, and other inspections as needed, for safety, fire prevention, and lease compliance. 24-hour notice will be provided, except in the case of emergencies. With 24 hour notice, Management reserves the right to inspect units on an as-needed basis in addition to any regularly scheduled routine inspections.

Except in the case of an eviction, Residents have the right to a pre-inspection prior to move-out to assess the condition of their Dwelling Unit and to identify items and costs which would be charged to the Resident at move-out if not repaired, replaced, cleaned or otherwise put in satisfactory condition prior to move out. The purpose of the pre-inspection is to allow the Resident the opportunity to correct any issues in advance. Following the pre-inspection and with 48-hour notice, Management and Resident will conduct a joint inspection to record the condition of the unit at that time. Resident will be assessed for all expenses that may be required to restore the unit to its move-in condition, and to repair damage to the unit beyond ordinary wear and tear.

2.3. **Maintenance/Repair Reporting Responsibilities & Work Order Requests** – Residents are required to report within 24 hours plumbing, heating, weatherproofing and other defects, and safety or security problems, whether in the Dwelling Unit or in common areas of the Property. Residents must advise the Management Office when maintenance or repair work is required in the Dwelling Unit. During normal business hours [Monday thru Friday 8:30am – 5pm], Residents must go to the Management Office and complete a Work Order Form. If a Resident cannot come to the office in person, the Resident may call the office and Management will complete the Work Order Form with the Resident over the telephone.

If Residents have a maintenance emergency after business hours, they may call the Management Office telephone number and the answering service will receive the Resident's call and contact Management Staff. All after-hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours.

All work to repair damage caused by Resident or Covered Persons will result in reasonable charges to the Resident's account. Maintenance staff charges will be the equivalent of their wage rate and benefits cost per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a Resident or guest.

2.4. **Maintenance Hours** - Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (213) 607-2437.

2.5. **Relocation For Repairs** - In the event the John Stewart Company determines that relocation of the Resident Household is necessary to facilitate repairs or maintenance in the Dwelling Unit Resident shall relocate to another unit, or relocate temporarily to another unit or other location such as a hotel. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If the John Stewart Company deems the relocation as temporary, then within two calendar days after written notice of the completion of the repairs and maintenance in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.

2.6. **Fire Hazards** – Flammable materials must be stored in sealed containers away from heaters, ranges or other sources of heat. Residents shall not store furniture or materials that may pose a fire, health or safety hazard.

Oxygen tanks must not be stored outside the Dwelling Unit or in any common area. Residents must inform Management if oxygen tanks are used in the Dwelling Unit. Residents who use oxygen tanks within their Dwelling Unit or on the Property must adhere to the safety precautions contained in the usage booklet provided with the oxygen tank. Smoking or open flames are not permitted near oxygen tanks. Oxygen units should be stored away from heat and all flammable materials such as grease, oil, lubricants, Vaseline, hand lotions and aerosol sprays.

2.7. **Smoke Detection and Carbon Monoxide Detection Devices** - Residents, under the terms of their Lease, are responsible to maintain and care for the smoke detection and carbon monoxide detection devices in the Dwelling Unit. Residents must check their smoke detection and carbon monoxide detection devices regularly to ensure that batteries are still good. Residents are required to change the smoke detection and carbon monoxide detection device batteries prior to the end of the battery life. Tampering with, disconnecting, altering, dampening, or otherwise affecting the function of any smoke detection or carbon monoxide detection device is a violation of the Lease.

Residents are responsible for informing Management immediately of any malfunction, defect, low battery signal or failure in conjunction with said smoke and carbon monoxide detectors, in the same manner that they are responsible for informing Management of any malfunction or maintenance needs in their unit.

2.8. **Personal Telephone and Cable Utilities** – Residents are independently responsible for contacting the telephone or cable company and installing phone and cable service. Wires may not be installed in common areas or on the outside of buildings without written permission from Management.

2.9. **Appliances** - Service calls, damage or waste resulting from the improper use of appliances will be charged

to the Resident.

2.10. **Stoves, Fan Hoods and Refrigerators –** Residents are required to keep these items clean to ensure their safe operation. Any abuse or damage, including improper cleaning of these appliances, could result in charges to the Resident. The fan filter above the stove must be cleaned on a regular basis to prevent hood or stove fires.

2.11. **Dishwashers, Washing Machines and Dryers** – Residents may not install any of these appliances in their Dwelling Unit, unless hook-ups are provided and approved by Management. Appliances are limited to those provided by Management.

2.12. **Garbage Disposals** - Water should be run during and after use of the garbage disposal. Electric disposals are designed to handle soft foods only, and must not be used for non-food items, or for starchy, fibrous, or granular food items such as potatoes, banana peels, coffee grinds or eggshells. Damage resulting from misuse of the disposal will be charged to Resident.

2.13. **Plumbing** - The toilets and other water and sewer apparatus shall be used only for the purposes for which they are designed, and no paper towels or similarly heavy or improper materials shall be thrown therein. The cost of repairing any damage resulting from such misuse shall be borne by Resident.

2.14. **Heating** - Residents may not use any method for heating other than that provided by Management. Due to the risk of fire, space heaters are not permitted.

2.15. **Energy Conservation** - Leaky faucets and pipes must be reported immediately to Management to promote water conservation and to reduce waste.

2.16. **Drawers and Countertops** - Shelves and drawers may only be lined with non-adhesive paper or liner. Use of a chopping board is required when cutting on any countertop. Damage to countertops resulting from failure to use a cutting board shall be borne by Resident.

2.17. **Moving Furniture In and Out** – Residents must notify Management before moving furniture or other bulky items into or out of the Dwelling Unit or the Property. Resident will be responsible for any damage to common areas, the Property and the Dwelling Unit when moving furniture in and out of the Dwelling Unit or the Property.

2.18. **Waterbeds** – No waterbeds or water-filled furniture shall be placed in or about the Dwelling Unit or the Property. Any damage to the Dwelling Unit or any other housing unit as a result of the violation of this provision will result in the assessment of charges to the Resident's account.

2.19. **Windows** - Interior cleaning of glass and window sills, including window coverings, is the responsibility of Resident.

All windows should be closed at all times during storms, high winds, rain or other inclement weather. Resident will be held responsible for any damage that results from failure to close their windows.

Residents are responsible for broken windows and will be charged for their repair and/or replacement.

2.20. **Window Coverings/Blinds** – All window coverings/blinds are to be maintained as originally designed for

the Dwelling Unit and the Property. Any damage to the window coverings/blinds will be the responsibility of Resident and the Resident will be charged accordingly. Management will not permit any alterations or changes to the color or type of window covering as originally provided by Management. Residents may not replace or remove window coverings provided by Management.

2.21. **Screens** – Residents must properly clean and maintain the screens, if any, in front of windows so as to prevent damage or misuse. Any broken, torn or damaged screens will be replaced by Management and charged to the Resident.

2.22. **Outdoor Spaces and "Private Outdoor Spaces**" - Entryways, patios, parking spaces, porches, decks, backyards and community areas must be kept free of clutter and debris.

Nothing shall be hung, draped or shaken from or into balconies, patio areas and backyards. Residents may not hang laundry or rugs on balconies or decks.

Patio areas, decks, balconies and backyards may not be used for the storage of garbage, debris or excessive amounts of personal property. This includes but is not limited to boxes, brooms, mops, bicycles, buckets, recycling, furniture, carpets, tarps, etc. Management is not responsible for any items placed on the patio, backyard or deck areas.

Patio-type furniture in good condition is allowed if pre-approved by Management.

2.23. **Barbecues** – Personal barbecue grills, hibachi grills, and food smokers, including but not limited to those fueled by charcoal, wood, propane, gas or electricity, are not permitted anywhere on the Property, including common areas, balconies, patios, backyards, landings, front porches, or sidewalks and streets.

2.24. **Satellite Dishes/Cable Television –** Under the rules of the Federal Communications Commission, Residents have a right to install a satellite dish and/ or receiving antenna within their Dwelling Unit. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Some units may not have any areas where a satellite dish is permitted. It is not Management's responsibility to provide a location for a dish. Residents are required to request approval from Management and sign a Satellite Agreement prior to installation of a satellite dish or antenna. Please see Management for further details.

2.25. **Alterations** - Interior or exterior alterations, additions or changes to the original structure or interior design of the Property are not allowed without prior written approval by Management, including painting, window coverings and installation of cables, satellite dishes and antennas.

2.26. **Signs and Outside Decorations**- No decorations, signs, signals, stickers, advertisements, pictures, notices, radios or awnings shall be in any manner affixed or exposed at any window, door, exterior, or common areas of the Property, except in areas specifically assigned by Management.

Upon request from a Resident or at Management's discretion, Management may make an exception for holiday decorations. Exceptions notwithstanding, Residents may not use common areas or apply tape or adhesives on the front door of any unit, or any other painted surface at the Property. Holiday decorations must be removed within ten days following the holiday.

Notwithstanding the forgoing, political signs and advertisements in conformity with local and state

laws may be displayed in any window or door of the Resident's Dwelling Unit. Please see Management for further details.

2.27. **Renters Insurance Recommended** - The fire and property insurance maintained by Management and the Owner of the Property does not cover Residents' personal possessions. We urge each Resident to obtain renters insurance to protect against loss or damage.

Management is not responsible for damage or loss of Resident possessions that are left anywhere on the Property, including in common areas, laundry facilities, automobiles or units.

2.28. **Security Deposits -** Pursuant to the Security Deposit section of the Lease, Resident will pay a security deposit in advance of occupying their Dwelling Unit. If Resident fails to occupy their Dwelling Unit, Management may apply their security deposit to the payment of rental charges due and owing from Resident. Security deposits can be retained for the following: unpaid rent, key charges, late rent fees, NSF charges, damages and maintenance charges.

Security Deposits and Personal Belongings: If a Resident should die or become incompetent and, in the sole judgment of Management, it is impractical to refund any of Resident's security deposit to him or her, then it will be paid to the person listed on the attached emergency contact sheet. Any furniture or other personal Property left in a Resident's apartment at the time of vacating may be turned over to the person listed on the emergency contact sheet. If Management is unable to contact the person listed on the emergency contact sheet, or if the person is unwilling or unable to retrieve all personal property from the Dwelling Unit or the Property within the time period provided by the law, then the Resident's belongings will be discarded or donated to charity.

3. COMMUNITY SAFETY & CARE

3.1. **Community Room** –The community room may be used by Residents and Resident's guests. Guests must be accompanied by a Resident and under the supervision of the Resident at all times. Any Resident wanting to use the Community Room must reserve the room at least one week in advance, and must receive prior written approval from Management. Residents wanting to use the community room must sign a written rental agreement outlining the terms and conditions of its use. Any Resident who has used the community room must clean the community room and put it into a neat and tidy condition following the use by the Resident.

Consumption of alcoholic beverages in the community room is prohibited at all times.

3.2. **Loitering** - Residents and their guests may not loiter anywhere on the Property.

3.3. **Soliciting -** No solicitation or handbill distribution of any kind is allowed on the Property.

3.4. **Alcohol –** The consumption of alcohol in common areas and outside of the Dwelling Unit is strictly prohibited.

3.5. **No Smoking on The Property -** Smoking of any kind is NOT allowed in the Dwelling Unit, in any Private Outdoor Space, or anywhere on the Property, including but not limited to in and around any Common

Area, and any other area of the Property designated by Management. It is a material breach of the Lease Agreement to: (i) violate any law regulating smoking while on the Property; (ii) smoke in the Dwelling Unit; or (iii) smoke in the common area or any private outdoor space in which smoking is prohibited. All occupants of the Property are express third-party beneficiaries of the above-required clauses.

OPTION C. NOTE: Use this option if Smoking is allowed in DESIGNATED AREAS Only] **Smoking Allowed Only in Designated Areas -** Smoking of any kind is NOT allowed in the Dwelling Unit, in any Private Outdoor Space, or in Common Areas of the Property, except that smoking is permitted in the specific area or areas designated by Management.

"Common Area" means any enclosed or unenclosed area of the Property accessible to and usable by more than one Resident, including but not limited to the Management Office, community room, halls and pathways, lobbies, laundry rooms, common eating and cooking areas, play areas, swimming pools, and parking areas.

"Private Outdoor Space" means balconies, porches, patios, carports, or similar private outdoor spaces of the Property.

"Smoking" or to "Smoke" means possessing a lighted pipe, lighted cigar, lighted cigarette or e-cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant, or the lighting of a pipe, cigar, or cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant.

3.6. **Management Not a Guarantor of Smoke-free Environment** Efforts by Management, including the Owner Jordan Downs H2A, the Property and the John Stewart Company, to designate the Property as "No Smoking," does not make Management the guarantor of the Residents' health or the condition of the Dwelling Unit and common areas with regard to smoke. Management shall take reasonable steps to enforce the no-smoking terms of its leases and House Rules. Management cannot be held responsible for smoking violations that it is not aware of and/or have not been reported to Management.

3.7. **Video & Audio Recording** – No video or audio recordings are allowed in common areas without express permission from Management.

3.8. **Parking -** Resident acknowledges receipt of, and has read, the attached document titled "Parking Agreement," which stipulates rules and regulations regarding parking privileges and responsibilities.

3.9. **Automatic Parking Gates** –For security purposes, certain areas of the Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on or near these gates. The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is $50.00.

3.10. **Pedestrian/Walk thru Gates** –Keycards/keys/fobs providing entrance to the Property through pedestrian gates are for use by Residents only. Keycards/key/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household. Residents must not allow entrance to unauthorized or unknown persons. Pedestrian doors may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident. The cost to replace lost or damaged keycard/keys/fobs is $50.00 each.

3.11. **Laundry** –Any laundry room facility is for Resident use only. Each Resident using the laundry room facility must clean up after their use and dispose of trash in the proper receptacles.

Residents who have laundry equipment in their units are requested not to do laundry during quiet hours.

3.12. **Shopping Carts** – Shopping carts and baskets belonging to commercial stores are not allowed on the Property.

3.13. **Garbage** - All garbage and refuse must be placed into plastic or paper bags and tied before loading into garbage bins, dumpsters, and other garbage containers.

Residents must contact Management for recommendations on how to properly dispose of large items such as discarded furniture, bicycles, cardboard boxes, carpets, etc. These items are not to be placed in or around garbage bins at any time. It is not the responsibility of Management to accept these items from residents for disposal. Residents must make their own arrangements for the disposal of these items. Illegal dumping is prohibited and should be reported to Management.

Trash receptacles provided in common areas are not intended for dumping of household trash. All household trash must be properly disposed of in the designated trash rooms or areas.

3.14. **Recycling** –Management requires Residents to recycle to reduce garbage waste. Blue bins are provided in the trash room for recycling. See the recycling posters in the trash rooms for instructions and information about recycling. Dumping trash in recycling bins is prohibited.

3.15. **Green Waste** –Management also provides Green trash bins in the trash rooms for dumping of green waste. Green waste includes compostable items such as coffee grounds, tea bags, eggs, plants, fruit, and vegetable trimmings. Residents are encouraged to participate in the green waste program. Residents interested in participating in the green waste program must sign up with Management to receive a key to the green waste bin. Dumping trash in green waste bins is prohibited.

3.16. **Pest Control** - A professional pest control service will be provided at the Property. Units will be treated for pest control on a regular basis. Residents are required to cooperate with Management in its attempt to keep the buildings pest-free. Residents with allergic reactions to pest control treatment must notify Management so that alternative pest treatments can be applied. Management is not responsible for injury, accidents or ill health arising out of pest control functions performed by unauthorized personnel. Residents shall not allow infestations of bugs or rodents in their Dwelling Unit and must report such conditions to Management immediately. Management will work with the Resident to schedule a mutually convenient time for Pest Control treatment times that work for all parties.

3.17. **Bedbugs** – Management is not responsible for the loss of personal belongings or any other costs incurred by the Resident as a result of a bedbug infestation. Residents are required to comply with the bedbug remediation treatment program as outlined below.

It is the goal of Management to maintain the highest quality living environment for Residents. Towards that goal, Management inspected the Dwelling Unit prior to making it available for leasing and there was no indication of the presence or infestation of insects or vermin including bedbugs in the Dwelling Unit at that time.

BEDBUG WARNING STATEMENT: Bedbugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched or left untreated. Bedbugs are transferred from place to place when people expose themselves or their belongings to bedbug infested areas. Bedbugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all Residents fully cooperate with eradication efforts.

Resident agrees to the following requirements:

3.17.1. Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs.

3.17.2. Resident agrees to keep the Dwelling Unit in a safe and sanitary condition so that the Dwelling Unit does not promote infestation by insects and vermin including bedbugs. Resident shall maintain the Dwelling Unit in a condition that permits reasonable ingress and egress to the Dwelling Unit and unimpeded access throughout the Dwelling Unit.

3.17.3. Resident shall immediately notify Management of any condition in the Dwelling Unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the Resident's skin; live bugs in the bed, bedding or clothing maintained in the Dwelling Unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor.

3.17.4. Because of the risks to other residents, and staff, associated with the presence of bedbugs, Resident agrees that conditions indicating the presence of bedbugs constitute an emergency for purposes of permitting Management access to inspect the Dwelling Unit.

3.17.5. In the event it is determined that the Dwelling Unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Management and Management's agents, staff and pest control technicians as required to eradicate any infestation from the Dwelling Unit and the Property.

3.17.6. Resident shall permit Management staff and pest control technician's access to the Dwelling Unit upon written notice.

3.17.7. Resident agrees do the following if pest control technicians believe that such action is necessary for the eradication of the insects:

- Discard, or permanently remove from the Dwelling Unit, and from the Property, infested personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspapers, open food, personal supplies, plants, and stuffed animals.
- Seal clothing and bedding in plastic bags for laundering, and laundering the clothing and bedding in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the Dwelling Unit until completion of the eradication process.

- Seal personal property, toiletries, and other personal items in plastic bags for treatment by Management's pest control technician.
- Enter into a written agreement concerning treatment to the Dwelling Unit and for treatment of personal property.
- Transfer to another unit, or relocate temporarily to another unit or other location such as a hotel, in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the Dwelling Unit. Upon reasonable notice to Resident, Management may substitute for the Dwelling Unit a comparable unit within the Property and thereupon such other unit shall be deemed to be the Premises covered by the Lease and these Rules. If management deems the relocation as temporary, then within two calendar days after written notice of the completion of eradication measures in the Dwelling Unit, from management to Resident, Resident shall return to, and reoccupy, his or her original Dwelling Unit leaving the substituted unit or other location completely empty.

3.17.8. Resident has been advised that in order to control and eradicate insects, vermin including bedbugs, Management and its pest control technician may use pesticides in and around the Dwelling Unit. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents that will be used during the eradication process. In the event Resident has reason to believe that he or she has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of such condition.

3.17.9. The Resident's failure to comply with the terms of this section constitutes a material breach of the Lease Agreement that adversely affects the health, safety and quiet enjoyment of other Residents and interferes with the Management's responsibilities.

3.17.10. By signing this document Resident acknowledges receiving an information sheet titled "Bedbug Facts: 2-Page Resident Handout".

3.18. **Mold Notification** - Mold and mildew is made-up of microscopic organisms found virtually everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow. If not addressed, accumulations of mold and mildew can lead to adverse health effects such as allergy symptoms, or respiratory problems in some instances.

Residents are required to take the following measures to reduce moisture build-up and discourage the growth of mold and mildew:

1. Properly ventilate their Dwelling Unit by operating the Heating, Ventilation and Air Conditioning systems (HVAC), and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the humid areas of the Dwelling Unit.
2. Use the ventilation fans in the bathroom, kitchen, and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking, or washing clothes and allow them to continue to operate until after these activities are complete.
3. Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.
4. Open the bathroom window while bathing, showering, and cleaning.

5. Within 24 hours, notify Management of any signs of water leaks, moisture problems, and/or any signs of excessive mold or mildew growth.

Resident agrees to maintain the Dwelling Unit in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the above list of responsibilities.

3.19. **Proposition 65 Hazardous Substance Disclosure**

3.19.1. Warning: The Property contains chemicals known to the State of California to cause Cancer and birth defects or other reproductive harm. These same chemicals may be present in foods or beverages sold or served at the Property.

3.19.2. I agree that I have received and read a copy of California's Proposition 65 Brochure.

3.20. **Asbestos Disclosure-Not Applicable**

3.21. **Disclosure Of Information On Lead Based Paint And Lead Based Paint Hazards (if applicable)**

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and lead-based paint hazards in the Property. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Management's Disclosure:

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the Dwelling Unit or the Property

☐ Management has no knowledge of lead-based paint and/or lead-based paint hazards in the Dwelling Unit or the Property.

(b) Records and reports available to Management (check one below)

☐ Management has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit and the Property

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Dwelling Unit or on the Property.

3.22. **Megan's Law** - Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this

information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

3.23. **Violence Against Women Act**

3.23.1. **Background -** The Violence Against Women Act (VAWA) protects applicants and residents who are victims of domestic violence, dating violence, stalking or sexual assault from being denied housing, evicted or terminated from housing assistance when the Adverse Factors leading to such denial, eviction or termination are the direct result of the domestic violence, dating violence, stalking or sexual assault they have suffered.

3.23.2. **Notices of Occupancy Rights and Responsibilities Under VAWA**:

3.23.2..1. Notice of Occupancy Rights - The O/A will provide the Notice of Occupancy Rights under VAWA to Section 8, and ("Tax Credits"), which outlines their rights and obligations under VAWA, at the following points in time:

- When an individual is denied residency.
- When an individual is admitted to a dwelling unit.
- With any notification of eviction (not including Notices to Pay or Quit) or termination of assistance.

3.23.3. **Confidentiality of Information** - The identity of the applicant and all information provided to owners relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by the O/A and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

3.23.3..1. Requested or consented to by the individual in writing
3.23.3..2. Required for use in an eviction proceeding; or
3.23.3..3. Otherwise required by applicable law.

3.23.4. **Retention of information -** Owners must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

Certification of Accuracy: By signing these House Rules, Management certifies that it has reviewed the information above and certifies, to the best of its knowledge, that the information provided by the signatories is true and accurate.

By signing these House Rules, Resident(s) acknowledges that (1) Resident has received copies of all information listed above, and (2) Resident has received the pamphlet "Protect Your Family from Lead in Your Home."

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the rules of JJordan Downs H2A further certify that I have received a copy of these House Rules and understand and acknowledge that these House Rules are an Attachment to and part of the lease agreement (the "Agreement").

Address and Unit Number **Date**

Print Name (Head of Resident)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name **(Management Representative)**	Signature

EMERGENCY INFORMATION AND DISPOSITION ARRANGEMENTS

To: *Property Name*

Resident Address: _____ Head of Resident Name_____

Emergency Contacts: In case of any emergency, please notify the following persons. The persons listed below may take responsibility for any children under 18 years of age, dependent (legally "incompetent") adults, or assistance animals and pets. It is required that you list at least one emergency contact.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

Security Deposit and Personal Belongings: If I should die or become incompetent and, in the sole judgment of Management, it is impracticable to refund any of my security deposit to me, then it should be paid to the first person listed below. In addition, any furniture or other personal Property left in my apartment at the end of my tenancy should be turned over to the first person listed below. If Management is unable to contact the first person listed below, or if the first person is unwilling or unable to retrieve all personal Property from the premises within the time period provided by the law, then the second person will be contacted. I understand that if I do not list any persons below, or if Management is unable to contact the persons listed within the time period provided by the law, my belongings will be donated to charity or disposed according to the law. In the event of my death, any personal Property left on the premises should also be turned over to the persons listed below according to the same procedure as set forth above, in order for those persons to distribute the Property according to the law.

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

NAME: _____ PERMISSION TO ENTER UNIT? (Circle One) YES / NO

ADDRESS: _____CITY/STATE_____ ZIP CODE _____

RELATIONSHIP: _____EMAIL ADDRESS: _____

HOME PHONE: ( ) WORK PHONE: ( ) CELL PHONE: ( )

By signing below I acknowledge that I have voluntarily provided all of the optional information provided above.

RESIDENT NAME: _____ SIGNATURE: _____ DATE: _____

WITNESS NAME: _____ SIGNATURE: _____ DATE: _____

JORDAN DOWNS AREA H2A APARTMENTS

Bike Locker Agreement

BIKE OWNER/TENANT NAME: _____

ADDRESS: _____

DETAILED DESCRIPTION OF BIKE(S): _____

_____

BIKE MAKE: _____ BIKE MODEL: _____

Access to the Bike Locker is limited to residents who have completed this Agreement and have provided a picture of their bike that will be stored in the bike locker. Bikes stored in the bike locker that have not been identified as belonging to a tenant with a signed Agreement will be removed.

Bike Locker Rules

1. All bikes must be locked when in the bike locker. Jordan Downs Area H2A, owners and Management are not responsible for any bikes left in the bike locker.

2. Only bikes, and approved bike accessories listed on this agreement are allowed in the bike locker including bike trailers.

3. All non-bike personal items found stored in the bike locker will be removed.

4. Jordan Downs Area H2A is not liable for any damages to bike due to fire, theft, acts of others or another cause beyond its control.

5. In no event is Jordan Downs Area H2A Apartments liable for consequential damages or loss of use of bike.

I understand that I must notify management of any new bike or removal of old bike to ensure correct bike is identified on this agreement.

	Unit #
Address and Unit Number	**Date**
Print Name (Head of Household)	Signature
Print Name (Adult 18 or older)	Signature
Print Name (Adult 18 or older)	Signature
Print Name **(Management Representative)**	Signature

EL NIDO FAMILY CENTERS

AUTHORIZATION TO RELEASE/EXCHANGE EDUCATIONAL, SOCIAL SERVICE, OR HEALTH INFORMATION

- I *AUTHORIZE* the exchange of my educational, social service, or protected health information between El Nido Family Centers and the individual or agency which is listed below.
- I *understand* that this Authorization will expire *ONE YEAR* from the date I sign, or earlier if revoked in writing.
- I *understand* that I may revoke this Authorization at any time in writing. The revocation will take effect when received by El Nido except to the extent the Authorization was already relied on.
- I *understand* that I have the right to be informed of what information will be released under this Authorization.
- I *understand* that I have the right to limit or specify the information to be released under this Authorization.
- I *understand* that once the information is disclosed under this Authorization, it may no longer be protected by privacy laws. The recipient of the information may not be legally required to keep it confidential.
- I *understand* that I may refuse to authorize release of my protected health information and El Nido will not refuse to provide me services unless such services are being provided to me solely for disclosure to third party.
- I *understand* that El Nido may sometimes release information about me without my authorization like when the El Nido staff person working with me is mandated by law to report suspected child abuse or threat of violence.
- I *understand* that I have a right to receive a *copy* of this Authorization (a photocopy is as valid as the original).

DATE: _____ **EXPIRATION DATE (One Year):** _____

Client Name: _____ DOB: _____ ID Number: _____

Address: _____

Parent/Guardian name (for minors) _____

Name of El Nido Program/Contact: _____

INFORMATION TO BE USED OR DISCLOSED (*Be Specific)*:

☐ Educational ☐ Social Service ☐ Health (except psychotherapy notes - needs separate form)

Other and/or explanation: _____

_____

EL NIDO MAY EXCHANGE MY INFORMATION WITH (RECEIVE FROM OR DISCLOSE TO):

Name of Person or Agency: _____

Contact person: _____ Title/Position: _____

Address: _____

PURPOSE OF THIS AUTHORIZATION (*Be Specific*):

_____

_____

_____ _____

Signature of Client or Client's Legal Representative* Legal Representative's Relationship to Client

* Parent/Guardian signature is only required as Legal Representative if: 1) client is under 12 years old, 2) parent/guardian's permission was required for client to receive services in the first place or 3) otherwise required by law.

_____

El Nido Witness Signature

Pet Rules and Pet Agreement

<PROPERTY NAME>

This **Pet Agreement** is incorporated in full into the existing Lease Agreement between The John Stewart Company, as Managing Agent for <PROPERTY NAME> (hereinafter referred to as "we") and <TENANT NAME> (hereafter referred to as the "Tenant" or "you"). The purpose of this Agreement is to authorize you to maintain a pet in your dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which you may be held liable.

DWELLING UNIT DESCRIPTION:
Unit No.: <UNIT #> Name of development: <PROPERTY NAME>
Address: <TENANT UNIT ADDRESS>

LEASE DESCRIPTION AND LISTING OF OCCUPANTS:
Date of Lease: <DATE OF LEASE>
Names of all persons occupying dwelling unit: _____
_____

DEPOSIT A refundable deposit of $300.00 is required to be paid by those Tenants who own or keep cat(s) or dog(s) in their units. The initial deposit of $300.00 is due at the time the pet is brought onto the premises.

CONDITIONS OF MANAGEMENT APPROVAL OF PETS - Management must meet all pets before the pet moves on-site. Aggressive animals of any kind will not be tolerated. Photo identification will be maintained in the file.

MULTIPLE TENANTS - Each Tenant who signed the Lease shall sign the Pet Agreement. You and your guests shall abide by all Pet Rules. Each Tenant of the unit shall be jointly and severally liable for damages and all other obligations set forth herein--even if such Tenant does not own the pet.

DESCRIPTION OF PET - Only the following described pet is authorized to be kept in your dwelling unit. No substitutions are allowed. No other pet or pets shall be permitted on the premises by you or your guests, except for visiting Assistance/Service animals.

TYPE: _____ BREED: _____COLOR: _____WEIGHT: _____ AGE: _____

CITY LICENSE NO.: _____ ISSUED BY THE CITY OF: _____

DATE OF LAST RABIES SHOT: _____NAME OF PET: _____

IS PET HOUSEBROKEN? ____DOCUMENTATION OF NEUTERING: _____

MOVE-OUT - Prior to vacating the dwelling unit, you shall be responsible for cleaning, de-fleeing and deodorizing the unit in order to protect future Tenants from possible health hazards, regardless of how long your Pet occupied the unit.

PET RULES - You are responsible for the actions of the pet at all times. You agree to abide by the following rules:

1. Pets will be inoculated in accordance with state and local law.

2. You will register the pet before bringing him/her onto the premises. You will update the registration annually. You will comply with all local laws and ordinances related to pet ownership that can be found at: https://www.seaaca.org/licensing

3. We may refuse to register the pet if the pet Owner will be unable to comply with any of the provisions in this Agreement.

4. You agree that the pet will not disturb the rights, comforts or conveniences of neighbors or other Tenants. This applies whether the pet is inside or outside of your dwelling unit.

5. Pets must be housebroken. **All pets**, **other than dogs or cats**, must be caged at all times. No pet offspring are allowed. Dogs and cats must be neutered or spayed.

6. The Pet shall not be tied to any fixed object outside a dwelling unit, including—without limitation—patio area, walkways, stairs, stairwells, or any other part of the development. The pet shall not be allowed to run free outside a dwelling unit.

7. You shall not permit your pet in laundry room offices, lobby areas, club rooms, other recreational facilities and other dwelling units unless needed for assistance.

8. Your pet must be fed and watered inside the dwelling unit, and pet food or water may not be left outside the dwelling unit at any time.

9. Your pet shall be kept on a leash and under supervision when allowed outside a dwelling unit, provided, however, that all pets shall be hand-held within corridors and other interior common areas.

10. Unless we have designated a particular area in a dwelling unit or on the grounds for the discharge of pet urine and feces, no pet shall be allowed to discharge anywhere on the development, including--without limitation--dwelling units, walkways, stairs, podium areas, stairwells, or other places, and all pets must be taken off the development property for such purpose. Cat discharge is permitted inside a dwelling unit, but it shall be done in commercial-type litter boxes with "kitty litter" type mix. If pet discharge occurs anywhere on the development property, you shall be responsible for the immediate removal of waste and repair damage. Tenants will be charged a $10.00 fee every time your Pet is found to have discharged on the property. In addition to the foregoing provisions hereof, you shall comply with all applicable local ordinances regarding pet discharge.

EMERGENCY CARE - In case of emergency, your pet will be taken care of by:

Name: _____ Telephone #:_____ Email: _____

PET CARE AND ABUSE - We may terminate your authorization to keep such pet if you become incapable of caring for your Pet, or if such Pet is neglectfully cared for or abused.

CHANGES AND/OR ADDITIONS TO PET AGREEMENT - We shall from time to time have the right to make reasonable changes and additions to the rules, terms and conditions set forth in this Agreement, so long as the same are in writing and distributed to all Tenants who are permitted to have pets.

VIOLATION OF AGREEMENT - Complaints of rule violations must be made in writing and signed by the person complaining. Management and Tenants alike may file such complaints. After three verified rule violations supported by objective facts in a calendar year, a Tenant who does not correct the violations may be required to give up the pet or face eviction proceedings, subject to procedures stated in the Federal Register, Vol. 51, No. 230, Section 243.24 (copies available in the office).

COMPLAINTS ABOUT PET - You agree to immediately take appropriate action in the event that we receive complaints from neighbors or other Tenants concerning your pet.

PRIOR UNDERSTANDING - You acknowledge that no other oral or written Agreement or understanding exists regarding this Pet Addendum.

THIS IS A BINDING AND LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

By signing this statement below, I am acknowledging that I have read, understand and will abide by all of the terms and conditions stated in this Pet Agreement.

Print Name (Head of Household)	Signature	Date
Print Name (Adult 18 or older)	Signature	Date

I have witnessed the above signatures.

Print Name (Management Representative)	Signature	Date

NOTE: This document cannot be altered without authorization from the Regional Vice President.

BRIDGE Housing Community Safety and Security Plan
2021-2022

SAFETY PLAN SUMMARY

BRIDGE Housing (BRIDGE) staff assigned to the Jordan Downs redevelopment intends to deploy an inclusive approach to advance safety goals. By December 2021, BRIDGE will manage 195 redeveloped apartments at Jordan Downs. Planning for future phases is ramping up; the number of residents living in a BRIDGE-managed unit will increase at a rapid rate. Establishing concerted planning processes early in the redevelopment timeline affords stakeholders more opportunities to create a results-oriented, resident-centered partnership model.

In the 2021 version of a 2016 baseline survey, a slight majority of residents reported feeling very safe or somewhat safe in both their apartments and the neighborhood during the day. Conversely, responses for neighborhood nighttime safety are more evenly distributed across the Likert Scale, suggesting less perceived safety outside of Jordan Downs.

Recognizing the opportunity, BRIDGE staff will coordinate safety and security planning with all redevelopment partners to present a unified front across the campus. A successful safety plan establishes processes to measure how safe residents feel at home, how/what partners contribute toward making the community safer, and how well the physical assets perform over time.

INTRODUCTION AND PURPOSE

In 2016, BRIDGE staff created a collective impact effort to advance local hire outcomes through a coalition known as Jordan Downs Forward (JDF). The JDF workforce coalition introduced BRIDGE--the organization and brand--to the community as a committed, trusted partner.

Together with construction and workforce development partners, BRIDGE achieved 70 percent local-hire placements (Section 3) on Phase 1A and 100 percent on Area H. Equipped with lessons from workforce accomplishments, BRIDGE staff intends to employ a similar collective impact approach.

BRIDGE staff and its partners/agents are committed to supporting safety and security activities at Jordan Downs—legacy and newly constructed units. In ways unique to their respective roles, various BRIDGE staff, asset and property management personnel, third-party vendors, security guards, Los Angeles police officers assigned to patrol Jordan Downs, and residents play crucial roles in creating a safe environment. The following objectives guide collective approaches to support a thriving and welcoming community:

1. (Resident) Increase feelings of safety;
2. (Property) Maintain and protect property assets; and
3. (Community) Improve coordinated responses and joint planning.

BRIDGE staff intend to achieve safety goals through a mix of policymaking, supportive resident programming, coordinated action, and community-building. Achieving success involves residents and external partners working side-by-side to establish a cohesive, functioning community.

PROBLEM STATEMENT

Without regular resident engagement or concerted safety and security efforts, results are likely short-lived or altogether fail. The normality of crime is an unintended consequence of inaction or misaligned strategy, especially among young people. Investing in coordinated safety and security processes will positively impact resident and asset management outcomes.

SAFETY STRATEGY DEVELOPMENT

BRIDGE staff will support campus-wide safety and security approaches by partnering with redevelopment stakeholders, e.g., Housing Authority for the City of Los Angeles, The Michaels Organization, John Stewart Company, Primestor Development, El Nido Family Centers, Better Tomorrows, etc.

Data from a variety of sources will inform ongoing planning *and* help assess the progress toward goals. Because Jordan Downs, legacy and new units, is a diverse housing development, BRIDGE staff will prioritize diversity, equity, and inclusion (DEI) practices and ensure all safety and security elements appropriately represent residents. To contribute toward a comprehensive and meaningful safety and security strategy, BRIDGE staff will deploy the following resources:

- **[INFORMAL] Resident Groups and [FORMAL] Phase-specific Resident Association (Quality of Life and Local Context Expertise):** Participate in visioning and planning activities. Enlist other residents in contributing toward a safe and thriving Jordan Downs, especially during redevelopment. An iterative placemaking process; expand based on redevelopment progress—should complement existing, complementary planning efforts.

- **The John Stewart Company (Asset Protection and Management):** Ensure residents understand their lease terms *and* safeguard communication among service providers, security guards, and LAPD. Manage the security contract and hold vendors accountable for meeting performance objectives.

- **El Nido Family Centers (Resident Service Provision):** Coordinate or deliver case management, information/referrals to outside social services, and increase access to basic needs, e.g., food, clothing, health and wellness, counseling, financial education. Support community-building activities and coordinate resident engagement.

- **BRIDGE Development and Community Development (Strategy Development and Systems Management/Coordination):** Work with residents to design/implement activities to strengthen bonds between neighbors, partner with safety system stakeholders, and support resident leadership development. Support resident engagement.

ELEMENTS OF A SUCCESSFUL SAFETY STRATEGY

To implement a comprehensive and meaningful safety and security strategy, BRIDGE will employ the following five specific tools at Area H:

1. Support a Seamless Campus-wide Approach: Coordination and cooperation among and between stakeholders, e.g., The John Stewart Company (JSCo), Primestor, and The Michaels Organization (TMO), and their respective security vendors guarding each redevelopment phase. A successful campus-wide approach requires parties to share timely data, establish clear communication lines, meaningful resident participation in crime prevention and community building activities, and aligned responses.

2. Controlled Access and Video Surveillance: The property will have controlled access entry. Additionally, there will be video cameras positioned throughout Area H in discrete areas of the interior and exterior of the building. JSCo property managers and uniformed security guards will monitor the cameras. To enhance effectiveness and support identifying person's involved in criminal activities, BRIDGE, JSCo, and the security company will share the feed with Los Angeles Police Department's Community Safety Partnership (CSP) officers assigned to Jordan Downs as the need arises.

3. Uniformed Security Guards: The security company will prioritize local hiring. Uniformed, unarmed guards, aside from their traditional duties, will administer their roles as safety ambassadors as a means to build trust and establish their presence in the community. The guards will patrol the site and the contract will be shared amongst other existing buildings owned by BRIDGE and The Michaels Organization. This campus-wide approach provides more hours of coverage with economies of scale. We anticipate guards will patrol the site up to 16 hours a day Monday through Friday and 24 hours a day Saturday and Sunday. Costs for this service will be allocated across participating sites.

4. Data-Informed Safety Planning and Deployment: Safety/Security stakeholders commit to using findings from household and other surveys to inform safety decisions, resident engagement, security guard and police deployment, and program design. The following two data points may provide the baseline from which to measure longitudinal changes: perceptions of safety in the neighborhood (at various times of the day) and social cohesion (trust levels and willingness to help among and between neighbors).

5. Partner with LAPD's CSP: A strategic relationship with LAPD's Jordan Downs CSP unit allows BRIDGE and JSCo to extend existing coverage and programming into the new buildings. Together, BRIDGE and LAPD will work toward building upon successful relationship-based policing practices and support each other's planning efforts, such as

Community Safety Advisory Committee (CSAC). Their safety/security efforts will include coordinated deployment, crime prevention education, and youth-centered programming targeting Opportunity Youth between the ages of 14 and 24.

Along with HACLA, explore joint investment, on behalf of BRIDGE and TMO, to ensure consistent coverage across the redeveloped Jordan Downs campus, especially as residents move into the newly-built apartment homes. Currently, CSP officers are serving the Jordan Downs community under contract with HACLA as part of a comprehensive investment to serve select public housing developments throughout the City.

An aligned approach, one centered around improving quality of life and increasing feelings of safety, is likely to strengthen bonds between legacy residents and those new to Jordan Downs/Watts.

OBJECTIVES AND RESULTS

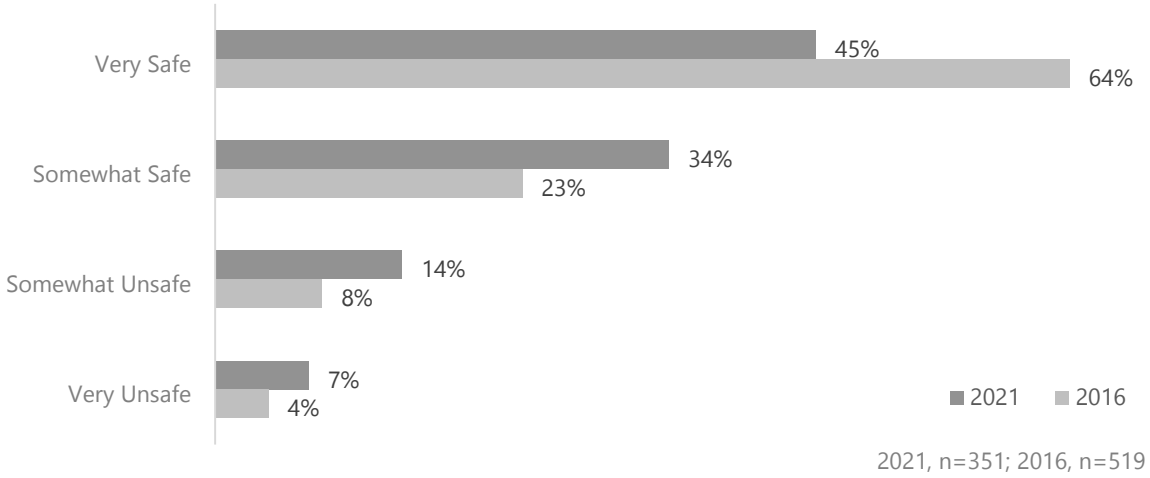
RESIDENT-CENTERED OBJECTIVE
Increase residents' perceptions of safety at Jordan Downs and in the community.
KEY RESULTS (Q2 2022)
1. Develop and facilitate safety-oriented focus groups with residents (key audience: youth). 2. Share and clarify relevant results of CNI survey with the majority of residents (key audiences: heads of household, youth, and service providers). 3. Publish findings of safety community engagement report to BRIDGE senior management (key audience: BHC management, internal). 4. Scan the field of practice and study related, successful resident-led Associations (key audience: BHC management, internal).

PROPERTY MANAGEMENT-CENTERED OBJECTIVE
Effective and efficient asset management.
KEY RESULTS (Q4 2021)
1. Design a process to follow-up with all residents and ensure they understand lease terms. 2. Write a communications protocol to inform internal stakeholders of any safety-related event at BRIDGE-managed property within Jordan Downs. 3. Create a process to manage security company outputs and ensure [DEI] representation.

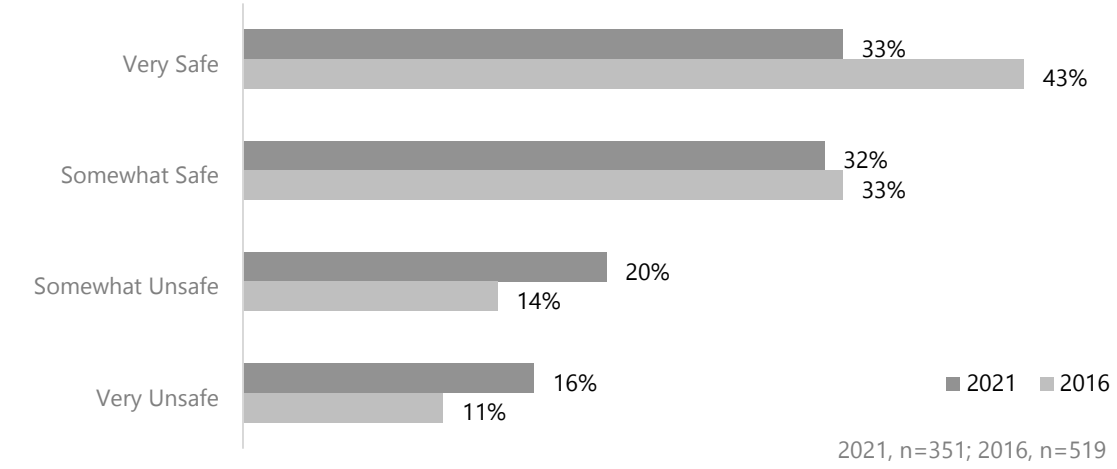
COMMUNITY-CENTERED OBJECTIVE
Integrate and influence systemic changes.
KEY RESULTS (Q2 2022)
1. Join and contribute [external] outward-facing safety planning efforts with LAPD, Council District 15, and other governmental stakeholders. 2. To avoid duplicating external safety planning activities, BRIDGE staff will regularly assess whether a [JDF] safety-oriented coalition makes sense. 3. Complete a quarterly, cursory feasibility study to determine whether BRIDGE staff, partners, and residents have the capacity and resources to sustain/support a resident-led safety committee.

NOTEWORTHY CHOICE NEIGHBORHOOD INITIATIVE SAFETY SURVEY RESULTS

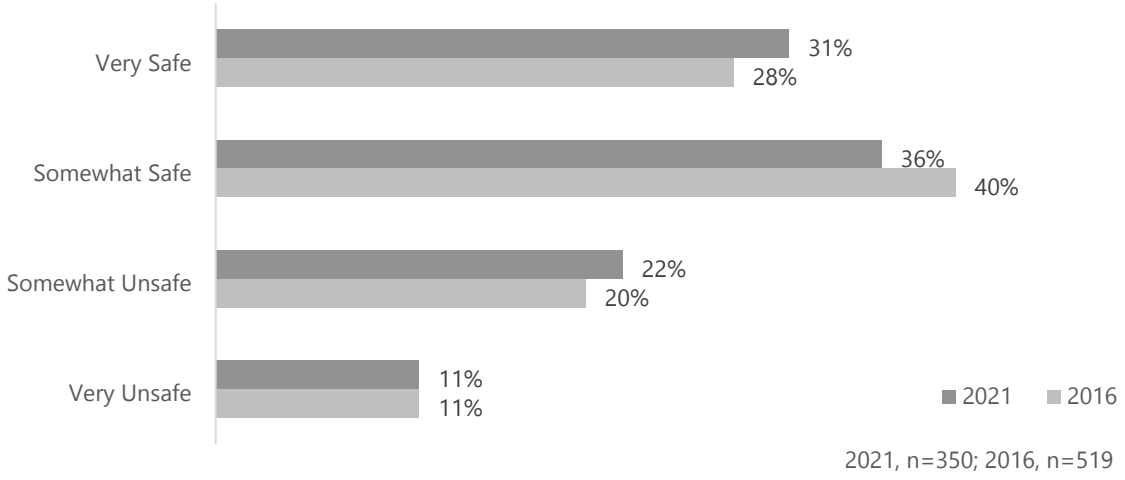
The majority of survey respondents indicated they feel some degree of safety in their **apartment units** during the **DAYTIME**



The majority of survey respondents indicated they feel some degree of safety in their **apartment units** during the **NIGHTTIME**

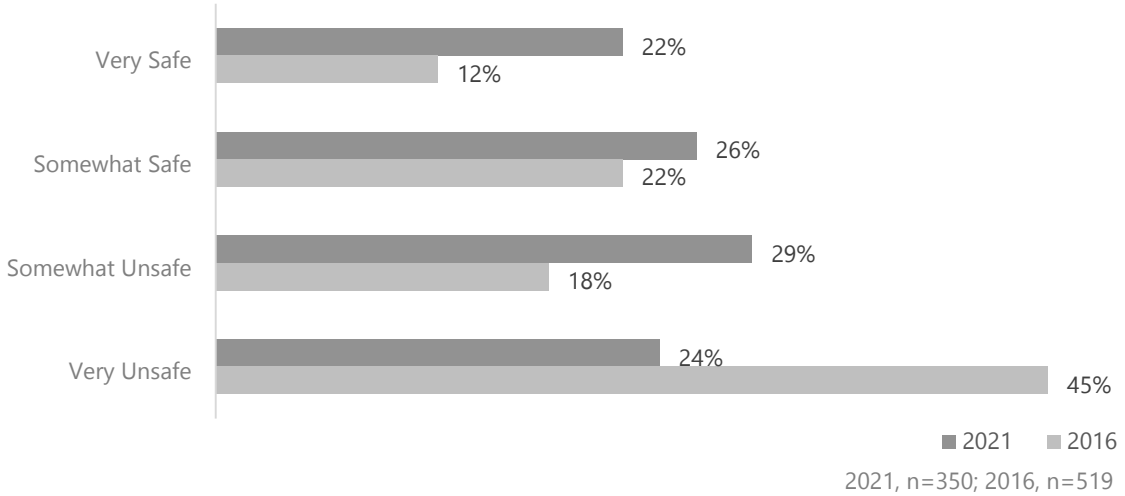


The majority of survey respondents indicated they feel some degree of safety in the **neighborhood** during the **DAYTIME**



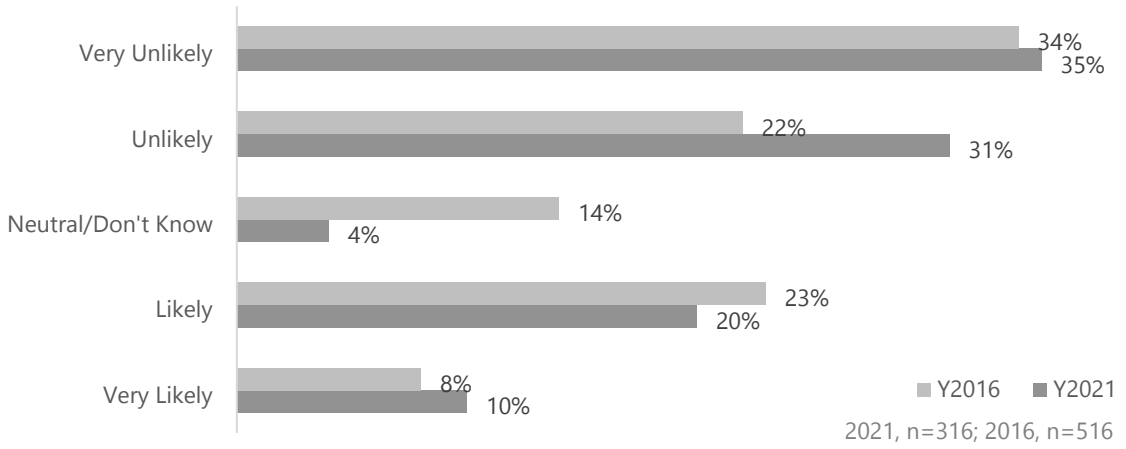
2021, n=350; 2016, n=519

The majority of survey respondents indicated they feel some degree of safety in the **neighborhood** during the **NIGHTTIME**

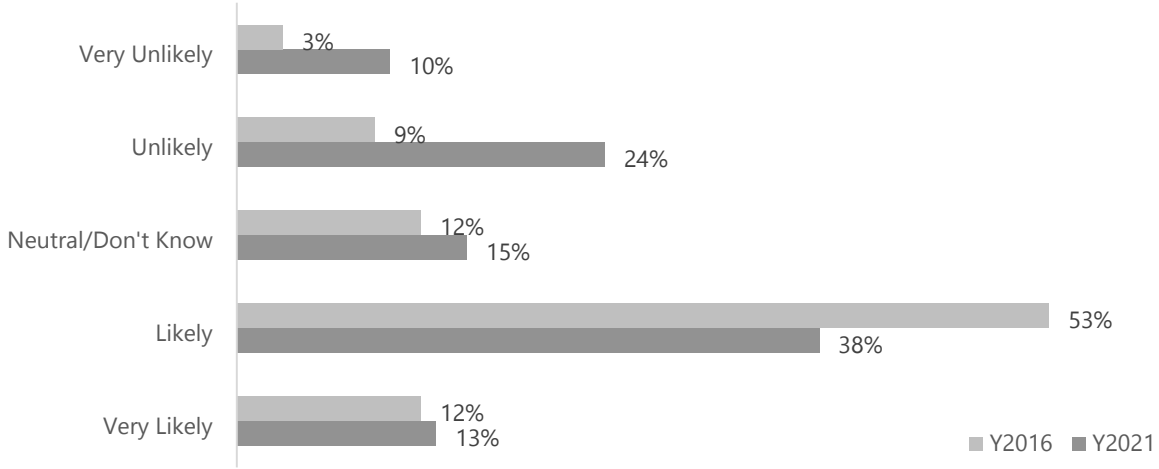


2021, n=350; 2016, n=519

Cohesion 1 - Prompt: "How likely your neighbors would do something if...a group of neighborhood children were skipping school and hanging out on a street corner."



Cohesion 2 - Prompt: "People in my neighborhood are very willing to help each other out."



El Nido Family Centers — Services Plan — Jordan Downs (IIIA) Housing

BRIDGE and El Nido Family Centers ("El Nido") will be partnering to provide high quality housing including programs and services for families at Jordan Downs (IIIA), a 76-unit affordable multifamily development located at 2299 E 99th Place, Los Angeles, CA 90002. El Nido will provide Service Coordination, information and referral, and adult education/ community building activities for all residents of Jordan Downs IIIA. BRIDGE and El Nido are determined to accomplish the goals of decreasing concentrations of poverty by developing a healthy, sustainable and active community, while contributing to the health of the surrounding neighborhood.

Housing Context

Jordan Downs is a 700-unit public housing apartment complex in Watts consisting of 103 buildings. Jordan Downs was built by the Federal Government in the mid-1940s as the first Veterans Housing Project in the country and was converted into public housing the 1950s by The Housing Authority of the City of Los Angeles (HACLA).

Jordan Downs serves nearly 2,000 very low-income residents, whose average income is $15,670 compared to $51,538 in the surrounding Watts neighborhood. Over 70 percent of Jordan Downs residents earn below the poverty level and twenty percent of residents over the age of 16 are unemployed. Jordan Downs consists primarily of young families, with 51 percent of residents being aged 17 and younger and 51 percent of households headed by a single parent. Additionally, there are at least 14 known gangs active in Watts and the rate of violent crime is nearly 100 percent higher than the rest of the city.

Service Focus and Philosophy for Jordan Downs (IIIA)

BRIDGE Housing has the primary purpose of providing safe and stable affordable housing for low and very low-income families and individuals. BRIDGE's residents represent a variety of demographics in terms of age, ethnicity, primary language, education, work status, housing history, disability and family composition. At Jordan Downs (IIIA) all residents will have access to the full range of services put in place by BRIDGE and El Nido, including through collaboration with local and city-wide non-profits.

This model, of providing various interconnected supportive services to families, will provide the highest quality of programs to meet their specific needs, while encouraging independence, growth, self-determination and self-sufficiency.

With the key objective of ensuring tenant housing stability, El Nido will provide two basic family service components to low-income residents, as follows:

1) **Case Management (Service Coordination):** Case Managers provide residents with vital information, resources and informal counseling. Services may include, but need not be limited to:
   (a) Active outreach to engage resident families and to build and nurture trusting relationships that will empower them to meet their most pressing and long-term needs, as they define them.

(b) Assessing and prioritizing families' information and resource needs.
(c) Developing family plans to meet assessed needs, with concrete action steps to be taken by Case Managers and families.
(d) Identifying appropriate resources for each family to meet identified needs, within: El Nido's constellation of programs/services; El Nido's network of community provider partners; and other organizations/individuals in the families' social networks and/or in the larger community surrounding Jordan Downs.
(e) Successfully linking families with identified resources. Commonly observed needs include financial literacy training/coaching, workforce development, adult education (ESL, computer literacy, etc.), childcare/youth development activities, parenting education, domestic violence prevention/intervention, and health/mental health care. El Nido's Teen Parent Family Services, Child Abuse Prevention & Treatment, Select Home Visitation and other agency programs will be readily accessible as needed to address identified needs. Additional resources within El Nido's existing network to assist include WorkSource Center(s), WLCAC FamilySource Center, Children's Institute, Compton YWCA, Watts Health Foundation, Kaiser/Watts Counseling & Learning Center, L.A. County MLK Community Healing & Trauma Prevention Center, Southwest College etc.
(f) Close collaboration with on-site Property Management to assist residents with maintaining their housing by providing support and assistance with communication and follow through for lease violations and other concerns.

2) **Group Socialization/Community Building and Educational Programming:** El Nido will directly provide group services to meet identified needs and/or build residents' sense of community belonging and cohesion. Such services may include but need not be limited to:
(a) Parenting Education, drawn from evidence-based curricula appropriate to the ages of children with which El Nido has proven experience.
(b) Financial Literacy Workshops, in both single and multi-session formats.
(c) Job Preparation workshops, using curricula proven effective based on El Nido's experience.
(d) Computer literacy workshops for adults and/or Tech Academy sessions for youth.
(e) Holiday events/seasonal celebrations, with refreshments or gifts provided as in-kind from donor sources to be identified. Examples from other El Nido locations include Back-to-School Festivals (with backpacks provided by Kaiser Permanente and other corporations), winter holiday parties (with toys and books donated by Mattel and Ella Fitzgerald Foundation), etc.

STAFFING

The cornerstone of the services plan is tied to BRIDGE and El Nido Family Centers creating, maintaining and developing new partnerships with local, culturally competent service providers. The specific services to be provided by each organization will be described through a formal MOU between El Nido, BRIDGE and partners with clearly defined, specific goals, objectives, activities and timelines.

Staff, Service Providers and Their Roles		
Staff	**Organization**	**Description of Services**
Program Manager	El Nido Family Centers	Oversees all services onsite, Supervises Program Coordinator; Creates and coordinates partnerships; Over sees Contract reporting
Program Coordinator/Case Manager	El Nido Family Centers	Coordinates the delivery of services and programs for residents; Provides Individual Outreach; Conducts Intake and Assessment; Provides Case Management and Supportive Services/direct links to community resources; Coordinates Resident Events/Activities, Collects Data for reporting: Serves as primary contact with Property Management through weekly meetings;.

El Nido — Organizational Overview and Experience

El Nido was founded in Los Angeles in 1925 and incorporated as a 501(c)(3) in 1954. For its first 50 years, the organization offered residential services for abused/neglected, abandoned and runaway children and youth. As the incidence of child abuse, school failure, teen parenting and youth crime increased in the 1970s, the agency's focus turned to community-based prevention and early intervention—an evolution that inspired an expertise in case management and new approaches that became standard in the field. El Nido was the first or a leading social service agency to: recruit multicultural professionals from targeted areas; train the next generation of culturally-competent social workers (Master's-level interns); be allowed on LAUSD campuses to provide school-based case management, counseling and parent education; and develop specialized services for parenting teens and their babies. The organization also pioneered programming that took case managers out of offices and put them in the field, reaching families in their homes, at housing projects, in churches and other natural locations. Through decades of experience, El Nido has developed strong connections to other relevant providers, ensuring that all clients are linked to the resources they need.

El Nido's mission today is to empower families in low-income communities of LA County to break the cycle of poverty, child abuse, violence, academic failure and teen pregnancy through outstanding educational, youth development, health and therapeutic services. El Nido serves 13-14,000 children, youth and family members annually, across a wide swath of the county. A large majority of clients are Latino or African American, living at or near the poverty line; staff are multicultural and bilingual, many from the communities served. Nearly all programs incorporate case management to meet the holistic needs of clients. Teen Parent Family Services, for example, is part of El Nido's continuum of care for parents of young children. These programs (including Parents as Teachers) use case management to stabilize families and prepare children to succeed in school. El Nido's two FamilySource Centers in South West L.A. and Pacoima provide intensive case management and a host of on-site resources to local low-income families,

to increase family income/assets and youth academic achievement. Case managers in Gang Reduction & Youth Development work with at-risk youth to coordinate care and advocate for their needs, with the goal of preventing gang initiation. The project at Jordan Downs draws on El Nido's extensive case management experience, both current and historic.

El Nido's service philosophy has long focused on empowerment and building families' inherent strengths. Through El Nido's approach, the purpose of case management is multifold. It builds on clients' assets (cultural wisdom, devotion to family/community, willingness to work hard, etc.); removes obstacles to progress; offers resources, new opportunities and encouragement; and increases skills, social supports, self-confidence—and, most of all, hope.

JD Relocating Resident Occupancy Process – Area H2A Lease Up

Roles: HACLA Dev, HACLA Sec 8, Relo (Relocation Consultant), Area H2A (JSCo/BHC)

1. **Noticing** – HACLA Dev and Relo work together to notice JD residents 60 days prior to Area H2A file processing.
   After 60 days, pool of JD residents is identified who want to move to Area H2A

2. **Referral to Area H2A** – HACLA Dev provides to Area H2A the tenant information of JD residents identified in #1.
   A. Tenant information to include:
      1. Seniority date/order
      2. All household members on lease (Name and birthdate)
      3. Any known live-in-aide information
      4. RAD Only households
      5. Unit Size for Area H2A
      6. Current contact information (address, phone, email if available)
      7. ADA/H unit needs if known
      8. Current Rent amount

3. **Area H2A File Processing** – Area H2A contacts Referrals from Step 2.
   A. Area H2A will provide JD residents a document checklist and will be contacted to schedule a file processing interview with Area H2A staff.
   B. Area H2A works with Relo if escalation is needed in contacting residents, collecting paperwork, etc.
   C. If multiple documented attempts made over a 10-day period to contact/collect documents from JD resident are unsuccessful, JD Resident will receive notice that unless they reply with the requested documents within 5 more days, they are losing their seniority order status and will be moved to the end of the referral list.

4. **New Unit Assignment:**
   A. Area H2A assigns units based on:
      1. RAD/PBV
      2. Size and AMI (assign to highest AMI by size that the household qualifies for)
      3. Seniority (if resident not compliant with providing information, they will move to end of referral list)
      4. ADA/H needs

5. **HACLA PBV File & COE Process:**
   A. Area H2A to provide HACLA Sec 8 for approved residents: Name, prior address, new unit, move in date, security deposit amount. *Timeline to be clarified*
   B. TCO must have been received
   C. HQS must be complete
   D. HAP contract must be executed
   E. HACLA Sec 8 will provide COE to Area H2A

6. **Move-ins:**
    A. Area H2A file must be complete and date-valid
    B. COE must be complete
    C. Area H2A sets move in date and notifies all teams of move in date at least 1 week prior
    D. On move-in day, Area H2A provides move-in authorization to HACLA Sec 8
    E. HACLA Sec 8 provides HACLA lease within 48 hours of receipt of move-in authorization.

Communication/Tools

Once JD Resident Referral information is provided, Area H2A will create excel tracking sheet to show order and processing status, with tab for each unit size

Weekly meetings will occur throughout lease up with HACLA, Area H2A, Relo to identify and escalate:

1. Households that do not qualify/no unit to match to
2. Gaps in unit assignment/need more referrals
3. Household member discrepancy
4. Seniority changes/noncompliance with process

JORDAN DOWNS PHASE 3A

STAFFING PLAN

Version Number: 1.0

Version Date: 02/16/22

1 INTRODUCTION

1.1 PURPOSE

This document describes the proposed staffing for the *Jordan Downs Phase 3A* community. This plan supplements the overall Management and Re-Occupancy Plan and covers the staffing requirements for the community. The Staffing Plan is intended to be a living document, reviewed at least annually and updated as needed.

1.2 AUDIENCE

The intended audience for the staffing plan is all project stakeholders, including the developer and General Partner, Bridge Housing Corporation, management agent, The John Stewart Company, and the Housing Authority of the City of Los Angeles (HACLA).

1.3 ASSUMPTIONS/CONSTRAINTS

This plan only addresses the staffing requirements for site front-line staff that will be part of the property management office team. This plan does not capture staffing requirements for work performed by a contractor or service provider. In those situations, the property manager monitors the performance through agreed upon deliverables and has requirements in the contract for the contractor to ensure appropriate staffing. Oversite and support management staff, not included in the property operating budget, such as Regional Manager, Accounting, and Compliance support are not included in the staffing plan. Additionally, temporary staffing for lease-up, site-specific compliance or administrative support, or temporary maintenance help not budgeted are not included in the staffing plan.

The staffing plan assumes overall project cash flow stays at a level to support the staffing proposed. If the budget does not support proposed staffing, the plan will be revised to reflect the new staffing plan.

2 STAFFING MANAGEMENT

2.1 STAFFING ROLES

The following is a detailed breakdown of the on-site staff requirements by role needed to effectively manage the property.

Job Title	Years of Experience	Hours/ Week	Responsibilities
Property Manager	2-5 years	40	*Manage day-to-operations of property. Handle resident issues, manage on-site staff*
Assistant Property Manager	1-2 years	40	*Assist property manager in day-to-day administrative duties.*

Maintenance Technician	5-7 years	40	Handle day-to-day maintenance requests, preventive management schedule
Maintenance Assistant/ Janitor	1-3 years	26	Assist maintenance in handling work orders. Daily clean-up of property. May be filled through a contract.

2.2 STAFF COMPENSATION

The following describes staff compensation. Annual salary does not include benefits, taxes, or insurance. Additional anticipated amount of $80,368 is included in the budget to cover these amounts.

Job Title	Annual Salary	Benefit Eligible	Housing Included	Comments
Property Manager	$60,000	Yes	Yes	Includes 2-bedroom exempt unit.
Assistant Property Manager	$37,440	Yes	No	
Maintenance Technician	$50,000	Yes	No	
Maintenance Assistant/ Janitor	$22,800	Yes	No	May split hours with another property for full time hours.

2.3 STAFF RECRUITMENT

Open site positions will be advertised on websites such as Craigslist, Indeed, LinkedIn, and the John Stewart Company website. Applicants must apply on-line. Due to the technical nature of the programs that govern the property and complex nature of building systems, minimum experience levels apply for all positions. To the extent possible the HUD Section 3 Plan (Attachment 8 of the Management and Re-Occupancy Plan), will be followed to ensure residents will be considered for open positions.

All on-site personnel may be drug screened. Reference checks will be conducted prior to offer of employment. Negative employment history, such as termination from employment for cause or poor work performance may be grounds for not offering employment. Criminal background screening will be performed after a conditional offer and acceptance of employment. An offer of employment may be revoked if the applicant does not pass the criminal background screening.

Grounds for revocation of an offer include, recent drug related offences, violent felony convictions, property related convictions, such as burglary, robbery, arson. Convictions for fraud related crimes, such as identity theft, that may pose a risk to resident's personal information.

Transfer opportunities are available for current employees of the John Stewart Company.

2.4 STAFF TRAININGS

Training opportunities are provided by Management on an on-going basis. All management staff are required to participate in annual Fair-Housing Training as well as program specific training and general property management operations training. Supervisory staff must complete Anti-Sexual Harassment training every two years.

The Management Agent, The John Stewart Company, has on-going web-based trainings and access to many tutorials, forms, documents, manuals, on the Company website. An annual conference is held to provide site staff an opportunity to enhance their management skills through workshops and to receive program updates. Compliance and executive management staff provide regular updates on new or existing program requirements.

A Regional Manager and compliance team are available to answer questions and provide guidance to questions regarding programs or resident issues.

2.5 STAFF OVERSITE AND ACCOUNTABILITY

Site staff oversite is conducted by a Regional Manager, who is responsible for monitoring staff performance of daily operations at the property. Through regular site visits, the Regional Manager audits files, walks property, talks to staff, addresses resident issues, and monitors financial indicators such as vacancies, delinquencies, and operational expenses.

Additionally, compliance must approve all move-ins for program eligibility, audits tenant files, and monitors compliance with program layering and regulatory requirements.

Semi-annual performance evaluations are conducted on all staff. Underperforming staff are given Performance Improvement Notices (PINs) with a development plan to provide the employee with specific action items for improvement, when applicable. Employees that consistently fail to meet

performance standards or engage in violations of the employee handbook may be terminated.

Fair Housing and Reasonable Accommodations and Modifications Notice

The John Stewart Company (JSCo) is committed to ensuring that its policies and procedures are in compliance with the provisions of all Federal and State laws designed to prohibit discrimination in housing on the basis of all protected classifications including race, color, national origin, religion, creed, sex, familial status, age, handicap/disability, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income, genetic information or other arbitrary characteristics. In addition, JSCo adheres to applicable laws and regulations regarding accessibility for the disabled.

JSCo will grant all reasonable requests for accommodations or modifications from disabled applicants and disabled residents as required by applicable laws. Generally speaking, an '"accommodation' is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces."[1] Modifications generally are defined as structural changes "to an existing premises occupied or to be occupied by a person with a disability if such modifications may be necessary to afford such person full enjoyment of the premises."[2]

Whether the request is reasonable will be evaluated on a case-by-case basis consistent with applicable laws. A request generally is not considered reasonable if it poses an undue financial and administrative burden or if granting the request would fundamentally alter the nature of JSCo's or a particular property's operations. Requests may also be denied if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the requested accommodation or modification. If we determine a request is not reasonable, we will engage in in an interactive process with you during which we will discuss, among other things, possible alternative accommodations or modifications that would effectively meet the disability-related needs without a fundamental alteration to operations and without imposing an undue financial and administrative burden. It is very important that we all participate in such discussions in good faith so that we can ensure that all individuals have an equal opportunity to use and enjoy the premises despite their disability.

An applicant or resident (or another person acting on behalf of the individual needing an accommodation) may request a reasonable accommodation or modification at any time--from the point of expressing interest in housing through the duration of tenancy. JSCo is legally entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If an individual’s disability is obvious, readily apparent, or otherwise known to JSCo, and if the need for the requested accommodation or modification is also readily apparent or known, then JSCo may not request any additional information prior to addressing the request. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, JSCo will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry and may be inappropriate.

Although a specific form or format is not required to make a request, JSCo highly encourages individuals to use the attached form to make a request for an accommodation or modification so that we can ensure we understand the request (please see Request for Reasonable Accommodation). If you require any assistance whatsoever in completing this form, just let JSCo staff know and we will be happy to assist you. If this form is not completed, JSCo will process your request to the extent possible. Regardless of whether or not the Request Form is completed by you, as part of the request process, JSCo may request written verification that:

- the person making the request is disabled as defined by applicable law (if the disability is not obvious);
- describes the needed accommodation or modification; and
- shows the relationship between the person's disability and the need for the requested accommodation (if the relationship or nexus is not obvious).

Acceptable verification must come from a reliable third party that is in a position to know about the disability, which may include a doctor or other medical professional, a social service agency, counselor, case manager, social worker or similarly-situated third party. JSCo may contact the party providing the verification in order to seek only the information that is necessary to process the request including, but not limited to, verifying the information provided and discussing potential

alternative accommodations or modifications which may also meet the need of the individual. As with the form/format and/or manner in which a request is made by the applicant or resident, a specific form is not needed in the execution of the third-party verification; however, certain specific information may be required. As a result, a template has been

provided with this packet for use in obtaining any required verifications (please see Reasonable Accommodation Verification Form).

Please know that JSCo will make every effort to accommodate requests in a discreet and expedient manner. An initial response to requests for accommodations or modifications will be provided within 10 days of submission; however, a longer time may be required depending on the circumstances such as if bids are required for specific modifications or we are unable to obtain verifications if required.

All accommodation requests and modification requests require approval by a Regional Manager or above. No request can be denied without review and approval by the Regional 504 Coordinator.

Medical information obtained by JSCo in connection with a reasonable accommodation request will be kept confidential. This means that all medical information JSCo obtains in connection with a reasonable accommodation request, including information about an individual's functional limitations and reasonable accommodation needs, will be kept in a secure location separate from the individual's file. The file will be identified as "CONFIDENTIAL" to prevent accidental disclosure or release. Any JSCo employee who obtains or receives medical information concerning an applicant or resident is strictly bound by confidentiality requirements and may disclose this information only as follows:

- JSCo management officials who need to know (including the person who requested that the medical information be obtained) may be told about the accommodation(s) deemed necessary for the individual. However, information about the individual's general medical history will only be disclosed if strictly necessary.
- Information may be given to officials or contractors assigned to investigate JSCo's compliance with privacy rules.
- Information may be given to officials and agencies responsible for maintaining records and evaluating and reporting on JSCo's performance in processing reasonable accommodation requests, including the Housing Authority of the City of Los Angeles, BRIDGE Housing Corporation, and JD Housing 2B, LLC.

Whenever medical information is disclosed, the individual disclosing the information must inform the recipients of the information about the confidentiality requirements attached to it. These recipients are also bound by the confidentiality requirements.

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1 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodation Under the Fair Housing Act* (Washington, D.C., May 17, 2004).

2 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Modifications Under the Fair Housing Act* (Washington, D.C., May 5, 2008).

Accommodation - Modification Policy
Notice to All Applicants and Residents

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Whether the request is reasonable will be evaluated on a case-by-case basis consistent with applicable laws. A request generally is not considered reasonable if it poses an undue financial and administrative burden or if granting the request would fundamentally alter the nature of JSCo's or a particular property's operations. Requests may also be denied if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the requested accommodation or modification. If we determine a request is not reasonable, we will engage in in an interactive process with you during which we will discuss, among other things, possible alternative accommodations or modifications that would effectively meet the disability-related needs without a fundamental alteration to operations and without imposing an undue financial and administrative burden. It is very important that we all participate in such discussions in good faith so that we can ensure that all individuals have an equal opportunity to use and enjoy the premises despite their disability.

An applicant or resident (or another person acting on behalf of the individual needing an accommodation) may request a reasonable accommodation or modification at any time--from the point of expressing interest in housing through the duration of tenancy. JSCo is legally entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If an individual’s disability is obvious, readily apparent, or otherwise known to JSCo, and if the need for the requested accommodation or modification is also readily apparent or known, then JSCo may not request any additional information prior to addressing the request. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, JSCo will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry and may be inappropriate.

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- the person making the request is disabled as defined by applicable law (if the disability is not obvious);
- describes the needed accommodation or modification; and
- shows the relationship between the person's disability and the need for the requested accommodation (if the relationship or nexus is not obvious).

Acceptable verification must come from a reliable third party that is in a position to know about the disability, which may include a doctor or other medical professional, a social service agency, counselor, case manager, social worker or similarly-situated third party. JSCo may contact the party providing the verification in order to seek only the information that is necessary to process the request including, but not limited to, verifying the information provided and discussing potential

alternative accommodations or modifications which may also meet the need of the individual. As with the form/format and/or manner in which a request is made by the applicant or resident, a specific form is not needed in the execution of the third-party verification; however, certain specific information may be required. As a result, a template has been

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All accommodation requests and modification requests require approval by a Regional Manager or above. No request can be denied without review and approval by the Regional 504 Coordinator.

Medical information obtained by JSCo in connection with a reasonable accommodation request will be kept confidential. This means that all medical information JSCo obtains in connection with a reasonable accommodation request, including information about an individual's functional limitations and reasonable accommodation needs, will be kept in a secure location separate from the individual's file. The file will be identified as "CONFIDENTIAL" to prevent accidental disclosure or release. Any JSCo employee who obtains or receives medical information concerning an applicant or resident is strictly bound by confidentiality requirements and may disclose this information only as follows:

- JSCo management officials who need to know (including the person who requested that the medical information be obtained) may be told about the accommodation(s) deemed necessary for the individual. However, information about the individual's general medical history will only be disclosed if strictly necessary.
- Information may be given to officials or contractors assigned to investigate JSCo's compliance with privacy rules.
- Information may be given to officials and agencies responsible for maintaining records and evaluating and reporting on JSCo's performance in processing reasonable accommodation requests, including the Housing Authority of the City of Los Angeles, BRIDGE Housing Corporation, and JD Housing 2B, LLC.

Whenever medical information is disclosed, the individual disclosing the information must inform the recipients of the information about the confidentiality requirements attached to it. These recipients are also bound by the confidentiality requirements.

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REQUEST FOR ACCOMMODATION/MODIFICATION FORM - CONFIDENTIAL

You may use this form to request that The John Stewart Company (JSCo) provide an accommodation to you or any member of your household who has a disability in order to ensure equal opportunity to access and enjoy your dwelling and common areas or make a modification to your apartment or the apartment community which may be necessary to afford a disabled person full enjoyment of the premises.

The law does not require the use of this or any other form to make a request for a reasonable accommodation. This form and any supporting materials or information are confidential and will be kept separate from the other components of your tenant file.

For the purpose of this form, a person with a disability includes 1) individuals with a physical or mental impairment that limits one or more major life activities; 2) individuals who are regarded as having such an impairment; and 3) individuals with a record of such an impairment. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV/AIDS, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Date of Request:	**Telephone Number:**
Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
1. I am requesting the following accommodation(s)/modification(s):	
2. The requested accommodation/modification is disability-related in that:	
3. You may verify the existence of a disability and the need for this request by contacting the following individual who is a medical/social service professional or other third party with sufficient knowledge to provide the information necessary to process this request (*please include name, address, phone number and e-mail if known)*:	
4. I give you permission to contact the above individual(s) for purposes of verifying the existence of the disability and the need for the accommodation/modification requested as well as to ascertain whether there exists other accommodations or modifications which may also meet the needs of the disabled individual identified above. I understand that the information you obtain will be kept confidential and used solely to process my request.	
5. I certify that the information provided in this request is true and correct and that I understand the information I have supplied above is being relied upon by JSCo in making decisions relating to the housing of the disabled individual identified herein.	

Signature of Applicant/Resident **Date**

RECEIVED BY:

Signature of Management Representative **Date**

ACCOMMODATION/MODIFICATION AUTHORIZATION FORM

Release of Information

Name of Medical/Social Service Provider or other Third-Party Professional:	**Address**:
Phone Number: **Fax Number:**	**E-Mail**:

I authorize the above agency/individual to provide information needed to verify that I am disabled as defined by applicable law, that the requested accommodation/modification may be necessary in order for me to have equal access to housing despite my disability and to discuss possible alternative accommodations or modificationswhich may also meet my need.

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	
Signature of authorizing individual: (Parent or Legal Guardian if on behalf of dependent)	**Date**:

This Authorization does not authorize The John Stewart Company to examine medical records of the person for whom this request is made, including diagnosis or test results; nor does it authorize the release of detailed information about the nature or severity of the disability on which the request is based. Any information/documentation released in conjunction with this Authorization shall be kept confidential and not shared except as needed in the process of evaluating the validity of the request for reasonable accommodation.

REQUEST FOR VERIFICATION

Enclosed is a form signed by an applicant or resident asking you to verify his/her disability and need for an accommodation or modification in his/her housing.

State and federal laws require housing providers to make reasonable accommodations or changes to either a unit, the common areas, or to community rules, policies and procedures if such changes may be necessary to enable a person with a disability an equal opportunity to use and enjoy the housing.

The resident/applicant in question has requested the accommodation/modification described above and on the enclosed authorization. Please indicate below whether: (1) the individual has a disability within the definition provided, and (2) the accommodation/modification is necessary for the individual to have an equal opportunity to use and enjoy his or her dwelling despite his or her disability. You may also add any other information that would be helpful in making the right accommodation/modification for this person, but we are not asking for, nor should you provide, any information relating to the nature of the person's disability. This form should **not** be used to discuss a diagnosis, course of treatment or any other information that is not directly relevant to the request for an accommodation/modification. We are only seeking information as to whether an accommodation/modification is required and whether what is being requested, or an alternative, meets the needs of the person making the request.

Please note that NOTHING IN THIS FORM IS INTENDED AS A DEFINITIVE STATEMENT OF THE LAW ON THIS SUBJECT. Please feel free to investigate these issues further. The Fair Housing Act is codified at 42 U.S.C. sections 3600 *et seq*., (see especially 42 U.S.C. §§ 3602 and 3605). The related federal regulations are found at 24 Code of Federal Regulations §§ 100 *et seq*. California's Fair Employment and Housing Act is codified at California Government Code § 12900 *et seq*., with related state regulations at 2 California Code of Regulations 7400 *et seq*. Local fair housing organizations or attorneys may also provide valuable and relevant advice or information.

Please note that the resident/applicant has signed the form requesting that you answer the questions. If you have any questions, please call me at the phone number listed below.

Sincerely,

_____ _____

Signature of Management Representative Date

_____ _____

Name of Management Representative Phone Number

_____

Title

VERIFICATION OF NEED FOR ACCOMMODATION/MODIFICATION

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	

1. Is the resident/applicant disabled as defined below? ❑ Yes ❑ No

DEFINITION OF 'DISABLED'
Generally, under applicable law, an individual is disabled if he/she has a physical or mental impairment that limits a major life activity such as caring for one's self, performing manual tasks, participating in social activities, walking, seeing, hearing, speaking, breathing, learning and working. The definition of disabled also includes individuals who have a record of such an impairment or who are perceived by others as having such an impairment per Housing and Urban Development Department, 24 CFR 100. 201. Physical or mental impairment includes, but is not limited to:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genito-urinary; hemic and lymphatic; skin; and endocrine;
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
- Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

2. Is what the resident/applicant requesting related to his or her disability?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

3. Is what the resident/applicant requesting necessary to provide the individual with an equal opportunity to use and enjoy his or her apartment?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Please describe the nexus (relationship) between the requested accommodation/modification and the individual's disability-related limitations (please do not disclose the individual's diagnosis):

4. As an alternative to the accommodation/modification requested, would the following also meet the resident/applicant's need? ❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Description of possible alternative accommodation/modification to that which is being requested:

5. Please describe any other accommodation or modification that could meet the resident/applicant's needs in place of what is being requested. For example, if there is a less expensive way to help the resident/applicant cope with his or her disability and still have equal access to housing, please detail it:

I declare under penalty of perjury in the State of California that I am a medical/social service professional or other third party with the knowledge necessary to provide the above information. I also certify that the foregoing is true and correct and I understand that the information I have supplied is being relied upon by third parties to make decisions relating to the housing of the individual.

Printed Name:	**Signature**:
Title and Organization:	**Date**:
Address:	**Phone**: **Fax**: **E-Mail:**

ACCOMMODATION/MODIFICATION REQUEST APPROVAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear _____:

Your request for the above accommodation(s)/modification(s) has been approved.

☐ Your request has been approved as outlined above
- ☐ At the cost to the Resident/Applicant
- ☐ At the cost to the Property
- ☐ Alternative accommodation: _____.

☐ The change in our rules/policies/procedures will be effective immediately.

☐ To make the change you requested, bids must be obtained and arrangements for the improvements must be coordinated. We anticipate work beginning on: _____.

If you have any questions or you think that this accommodation/modification will no longer meet your needs or will take too long to provide, please call me at the number listed below.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative | Date

_____ _____

Name of Management Representative/Title | Phone Number

ACCOMMODATION/MODIFICATION REQUEST DENIAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear _____:

We have denied your request for the following reason(s):

☐ You do not meet the definition of a person with a handicap/disability as defined under applicable law and so you are not entitled to the accommodation/modification requested.

☐ You did not need this accommodation/modification in order to participate equally in our housing.

☐ The accommodation/modification you requested is not reasonable because:

- ☐ Granting the request will cause an undue financial and administrative burden.
- ☐ Granting the request will cause a fundamental change in the nature of our operations.

☐ We have been unable to obtain verifications as to your disability and/or the relationship between your disability and what is being requested. As such, we are unable to finish processing your request.

Despite this denial, we are committed to ensuring that you have equal access to use and enjoy your apartment and related facilities. As such, we invite you to contact this office for an appointment so that we may discuss with your possible alternatives to your accommodation/modification request.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative Date

_____ _____

Name of Management Representative/Title Phone Number

Reasonable Accommodation Tracking Sheet

Property Name _____

HUD Property ☐ Yes ☐No

_____

Tenant / Applicant

_____

Address Apt #

_____

City, State, Zip Code

_____

Telephone #

Description of Request:

1. Reasonable Accommodation requested by Tenant/Applicant	Date:
2. Reasonable Accommodation reviewed by Property Manager Interactive steps taken:	Date:
3. 3rd Party Verification mailed to physician or appropriate person Reasonable accommodation returned by 3rd Party Signature:_____ Interactive steps taken:	Date:
4. Information forwarded to Regional Manager	Date:
5. Regional Manager's recommendation submitted to VP Recommendation: Approval ☐ Denial ☐ *PRINT* RM Name: _____ Signature:_____	Date:
6. VP reviewed and approved or denied accommodation Approved ☐ Denied ☐ *PRINT* VP Name: _____ Signature:_____	Date:
7. Tenant/Applicant notified in writing of approval/denial	Date:
8. Description of action taken:	Date:

REQUEST FOR ACCOMMODATION/MODIFICATION FORM - CONFIDENTIAL

You may use this form to request that The John Stewart Company (JSCo) provide an accommodation to you or any member of your household who has a disability in order to ensure equal opportunity to access and enjoy your dwelling and common areas or make a modification to your apartment or the apartment community which may be necessary to afford a disabled person full enjoyment of the premises.

The law does not require the use of this or any other form to make a request for a reasonable accommodation. This form and any supporting materials or information are confidential and will be kept separate from the other components of your tenant file.

For the purpose of this form, a person with a disability includes 1) individuals with a physical or mental impairment that limits one or more major life activities; 2) individuals who are regarded as having such an impairment; and 3) individuals with a record of such an impairment. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV/AIDS, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Date of Request:	**Telephone Number:**
Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
1. I am requesting the following accommodation(s)/modification(s):	
2. The requested accommodation/modification is disability-related in that:	
3. You may verify the existence of a disability and the need for this request by contacting the following individual who is a medical/social service professional or other third party with sufficient knowledge to provide the information necessary to process this request (*please include name, address, phone number and e-mail if known)*:	
4. I give you permission to contact the above individual(s) for purposes of verifying the existence of the disability and the need for the accommodation/modification requested as well as to ascertain whether there exists other accommodations or modifications which may also meet the needs of the disabled individual identified above. I understand that the information you obtain will be kept confidential and used solely to process my request.	
5. I certify that the information provided in this request is true and correct and that I understand the information I have supplied above is being relied upon by JSCo in making decisions relating to the housing of the disabled individual identified herein.	

Signature of Applicant/Resident **Date**

RECEIVED BY:

Signature of Management Representative **Date**

ACCOMMODATION/MODIFICATION AUTHORIZATION FORM

Release of Information

Name of Medical/Social Service Provider or other Third-Party Professional:	**Address**:
Phone Number: **Fax Number:**	**E-Mail**:

I authorize the above agency/individual to provide information needed to verify that I am disabled as defined by applicable law, that the requested accommodation/modification may be necessary in order for me to have equal access to housing despite my disability and to discuss possible alternative accommodations or modificationswhich may also meet my need.

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	
Signature of authorizing individual: (Parent or Legal Guardian if on behalf of dependent)	**Date**:

This Authorization does not authorize The John Stewart Company to examine medical records of the person for whom this request is made, including diagnosis or test results; nor does it authorize the release of detailed information about the nature or severity of the disability on which the request is based. Any information/documentation released in conjunction with this Authorization shall be kept confidential and not shared except as needed in the process of evaluating the validity of the request for reasonable accommodation.

REQUEST FOR VERIFICATION

Enclosed is a form signed by an applicant or resident asking you to verify his/her disability and need for an accommodation or modification in his/her housing.

State and federal laws require housing providers to make reasonable accommodations or changes to either a unit, the common areas, or to community rules, policies and procedures if such changes may be necessary to enable a person with a disability an equal opportunity to use and enjoy the housing.

The resident/applicant in question has requested the accommodation/modification described above and on the enclosed authorization. Please indicate below whether: (1) the individual has a disability within the definition provided, and (2) the accommodation/modification is necessary for the individual to have an equal opportunity to use and enjoy his or her dwelling despite his or her disability. You may also add any other information that would be helpful in making the right accommodation/modification for this person, but we are not asking for, nor should you provide, any information relating to the nature of the person's disability. This form should **not** be used to discuss a diagnosis, course of treatment or any other information that is not directly relevant to the request for an accommodation/modification. We are only seeking information as to whether an accommodation/modification is required and whether what is being requested, or an alternative, meets the needs of the person making the request.

Please note that NOTHING IN THIS FORM IS INTENDED AS A DEFINITIVE STATEMENT OF THE LAW ON THIS SUBJECT. Please feel free to investigate these issues further. The Fair Housing Act is codified at 42 U.S.C. sections 3600 *et seq*., (see especially 42 U.S.C. §§ 3602 and 3605). The related federal regulations are found at 24 Code of Federal Regulations §§ 100 *et seq*. California's Fair Employment and Housing Act is codified at California Government Code § 12900 *et seq*., with related state regulations at 2 California Code of Regulations 7400 *et seq*. Local fair housing organizations or attorneys may also provide valuable and relevant advice or information.

Please note that the resident/applicant has signed the form requesting that you answer the questions. If you have any questions, please call me at the phone number listed below.

Sincerely,

_____ _____

Signature of Management Representative Date

_____ _____

Name of Management Representative Phone Number

_____

Title

VERIFICATION OF NEED FOR ACCOMMODATION/MODIFICATION

Name of person for which accommodation or modification is being requested:	**Relationship to Applicant/Resident**:
Description of accommodation/modification being requested:	

1. Is the resident/applicant disabled as defined below? ❑ Yes ❑ No

DEFINITION OF 'DISABLED'
Generally, under applicable law, an individual is disabled if he/she has a physical or mental impairment that limits a major life activity such as caring for one's self, performing manual tasks, participating in social activities, walking, seeing, hearing, speaking, breathing, learning and working. The definition of disabled also includes individuals who have a record of such an impairment or who are perceived by others as having such an impairment per Housing and Urban Development Department, 24 CFR 100. 201. Physical or mental impairment includes, but is not limited to:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genito-urinary; hemic and lymphatic; skin; and endocrine;
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
- Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

2. Is what the resident/applicant requesting related to his or her disability?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

3. Is what the resident/applicant requesting necessary to provide the individual with an equal opportunity to use and enjoy his or her apartment?
❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Please describe the nexus (relationship) between the requested accommodation/modification and the individual's disability-related limitations (please do not disclose the individual's diagnosis):

4. As an alternative to the accommodation/modification requested, would the following also meet the resident/applicant's need? ❑ Yes ❑ No ❑ Not applicable (individual is not disabled)

Description of possible alternative accommodation/modification to that which is being requested:

5. Please describe any other accommodation or modification that could meet the resident/applicant's needs in place of what is being requested. For example, if there is a less expensive way to help the resident/applicant cope with his or her disability and still have equal access to housing, please detail it:

I declare under penalty of perjury in the State of California that I am a medical/social service professional or other third party with the knowledge necessary to provide the above information. I also certify that the foregoing is true and correct and I understand that the information I have supplied is being relied upon by third parties to make decisions relating to the housing of the individual.

Printed Name:	**Signature**:
Title and Organization:	**Date**:
Address:	**Phone**: **Fax**: **E-Mail:**

ACCOMMODATION/MODIFICATION REQUEST APPROVAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear_____:

Your request for the above accommodation(s)/modification(s) has been approved.

☐ Your request has been approved as outlined above
- ☐ At the cost to the Resident/Applicant
- ☐ At the cost to the Property
- ☐ Alternative accommodation:_____.

☐ The change in our rules/policies/procedures will be effective immediately.

☐ To make the change you requested, bids must be obtained and arrangements for the improvements must be coordinated. We anticipate work beginning on:_____.

If you have any questions or you think that this accommodation/modification will no longer meet your needs or will take too long to provide, please call me at the number listed below.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____
Signature of Management Representative Date

_____ _____
Name of Management Representative/Title Phone Number

ACCOMMODATION/MODIFICATION REQUEST DENIAL FORM

Name of Applicant/Resident:	**E-Mail Address (if any):**
Person for whom request is being made:	**Relationship to Applicant/Resident:**
Address:	
Accommodation(s)/modification(s) Requested:	

Dear_____:

We have denied your request for the following reason(s):

☐ You do not meet the definition of a person with a handicap/disability as defined under applicable law and so you are not entitled to the accommodation/modification requested.

☐ You did not need this accommodation/modification in order to participate equally in our housing.

☐ The accommodation/modification you requested is not reasonable because:

- ☐ Granting the request will cause an undue financial and administrative burden.
- ☐ Granting the request will cause a fundamental change in the nature of our operations.

☐ We have been unable to obtain verifications as to your disability and/or the relationship between your disability and what is being requested. As such, we are unable to finish processing your request.

Despite this denial, we are committed to ensuring that you have equal access to use and enjoy your apartment and related facilities. As such, we invite you to contact this office for an appointment so that we may discuss with your possible alternatives to your accommodation/modification request.

If you feel you have been discriminated against based upon a disability, please contact the 504 Coordinator, _____, at ( )_____.

Sincerely,

_____ _____

Signature of Management Representative | Date

_____ _____

Name of Management Representative/Title | Phone Number

Reasonable Accommodation Tracking Sheet

Property Name _____

HUD Property ☐ Yes ☐No

_____

Tenant / Applicant

_____

Address Apt #

_____

City, State, Zip Code

_____

Telephone #

Description of Request:

1. Reasonable Accommodation requested by Tenant/Applicant	Date:
2. Reasonable Accommodation reviewed by Property Manager Interactive steps taken:	Date:
3. 3rd Party Verification mailed to physician or appropriate person Reasonable accommodation returned by 3rd Party Signature:_____ Interactive steps taken:	Date:
4. Information forwarded to Regional Manager	Date:
5. Regional Manager's recommendation submitted to VP Recommendation: Approval ☐ Denial ☐ *PRINT* RM Name: _____ Signature:_____	Date:
6. VP reviewed and approved or denied accommodation Approved ☐ Denied ☐ *PRINT* VP Name: _____ Signature:_____	Date:
7. Tenant/Applicant notified in writing of approval/denial	Date:
8. Description of action taken:	Date:

The John Stewart Company

Limited English Proficiency (LEP)
and
Language Access Plan (LAP)

Property Name
Property Address
Property City, State, Zip Code

Updated December 7, 2020

Office Locations

San Francisco	**South Bay**
Address: **Corporate Office** 1388 Sutter St., 11th Floor San Francisco, CA 94109	Address: **Regional Office** 101 Whispering Pines Drive, Suite 200 Scotts Valley, CA 95066
Phone: (415) 345-4400	Phone: (831) 438-5725
Fax: (415) 614-9175	Fax: (831) 438-5737
E-mail: jscosf@jsco.net	E-mail: jscosc@jsco.net
TDD: (415) 345-4470	
Sacramento	**Los Angeles**
Address: **Regional Office** 1455 Response Rd., Suite 140 Sacramento, CA 95815	Address: **Regional Office** 888 S. Figueroa St., Suite 400 Los Angeles, CA 90017
Phone: (916) 561-0323	Phone: (213) 787-2700
Fax: (916) 561-0326	Fax: (213) 833-1866
E-mail: jscosac@jsco.net	E-mail: jscola@jsco.net

The following information is available in other forms to people with disabilities by calling your local John Stewart Company office (see above). For TTY/VCO/HCO Users, call the California Relay Service (phone) at 711 or (800)735-2929. For the Speech-to-Speech Relay, call (800)854-7784.

Introduction

The John Stewart Company ("JSCo") is committed to reducing barriers that could preclude Limited English Proficiency ("LEP") applicants, residents and their families from having meaningful access to JSCo's housing programs and services.

Many of JSCo's housing developments are financed with funding from the U.S. Department of Housing and Urban Development ("HUD"). In 2007, HUD issued guidance concerning the "Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance establishes standards for providing meaningful access to LEP Persons in connection with HUD funded projects.

JSCo has implemented an LEP Language Access Plan in response to the HUD Guidance. This plan is the 2016 update to JSCo's original Language Access Plan.

The Language Access Plan (LAP)

JSCo has prepared this LEP Language Access Plan in accordance with the 2007 HUD Guidance and Title VI of the Civil Rights Act of 1964 which provides that "no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This plan is also consistent with other State and federal fair housing laws and regulations.

JSCo has developed this plan to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency who wish to access JSCo's federally funded housing services and programs. These persons include housing residents, prospective applicants, applicants, and their respective family members (collectively, "Clients"). "LEP Persons" are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

In accordance with HUD Guidance, JSCo performs a four factor LEP analysis for the areas in which each of its housing developments that have federal funding are located. This four factor analysis takes into account the following factors:

(1) The number or proportion of LEP Persons eligible to be served or likely to be served by JSCo's housing services at the particular development. JSCo has reviewed (a) the LEP demographic census data for the service area of each housing development to determine those likely to be served, (b) the actual tenant population at each housing development, and (c) staff experience with the language needs of residents at each housing development;

(2) The frequency with which LEP persons come into contact with each property. JSCo staff has looked at the LEP demographic data and staff records/experience regarding its tenants, applicants and potential applicants at each housing development;

(3) The nature and importance of the program, activity, or service provided by the program to people's lives. JSCo acknowledges that housing and access to housing is a critical component of a person's well-being and will take necessary steps to ensure required language access; and

(4) The resources available to JSCo for the costs associated with language assistance. JSCo has reviewed the resources available for language assistance, as well as methods to pool resources within the organization in order to serve multiple developments at lower costs.

JSCo intends to reassess these "four factors" every five years and update its Language Access Plan(s) accordingly. Regular monitoring of the plan and coordination under the plan will be performed by JSCo's LEP Coordinators and JSCo's LEP Liaison Team. JSCo will incorporate training related to this plan into initial and ongoing fair housing training for property management and JSCo executive staff.

Affirmative offer of language assistance

At all projects and programs, JSCo staff will initiate an offer for language assistance to Clients who have difficulty communicating in English by using its Language Identification Sheet (which is equivalent to "I Speak" cards). When Clients ask for language assistance, staff will work to offer interpretation services performed by competent interpreters in a language that the Client will understand, in a way that preserves confidentiality, and in a timely manner. The interpretation will be offered at no cost to the Client.

Interpretation Services

Competency standards for oral interpreters

To provide effective services to LEP Persons, JSCo will endeavor to use competent interpreters. "Competency" typically requires that interpreters have proficiency in both English and the intended language; training that includes the skills and ethics of interpreting; and fundamental knowledge in both languages of any specialized terms or concepts, with sensitivity to the Client's culture.

Using an Interpreter for Oral Interpretation

JSCo has established the following protocols in connection with oral interpretation for LEP Clients.

General requirements

1. **Verify Client LEP status**
   JSCo staff will verify if a Client is LEP by using its Language Identification Sheet. Bilingual staff, Language Line Services staff, or vendors providing interpretation or translation services may assist in Client identification.

2. **Document use of interpreter**
   JSCo staff will document in the Client's file or keep appropriate records when an interpreter is used or when a Client makes use of another form of language assistance. For residents, this will include documentation using JSCo's Household Primary Language Form. This will help JSCo in its ongoing efforts to determine the needs of its Clients. To the extent practicable, and if appropriate, interpretation services will be provided in person.

3. **Use of minor children**
   JSCo staff work to ensure that the use of minor children as interpreters is appropriate given the subject matter and the minor's ability to effectively communicate the materials/information needed.

4. **Prior approval for contracted services**
   Use of contracted services for bilingual assistance must typically be approved in advance by a Regional Manager. The Regional Manager may approve contracted services in advance for those developments with significant LEP populations or with a demonstrated need for such services. Calls to the AT&T language line in emergency situations or if needed to help verify Client identity and schedule a later meeting where an interpreter is present are permitted without Regional Manager approval.

5. **Interpretation Resources**

When interpreter services are needed, staff use the interpreter resources listed below (in order of preference):

A. JSCo bilingual staff

JSCo will use its best efforts to provide Clients access to competent bilingual site staff. Current bilingual site staff are listed in Attachment 1 and they will:

- Verify the identity of the Client and/or the person when they are communicating in-person or via the telephone.
- Ask the Client if he/she desires to have a family member or friend serve as an interpreter, and give the Client the option to give or refuse consent.

B. JSCo volunteer interpreters

When bilingual site staff are not available, other staff volunteers, with the permission of their supervisors, may assist JSCo employees with occasional interpretation services when their workload allows. Current JSCo staff volunteer interpreters are listed in Attachment 2 by property and region.

C. Telephone interpreter services - Language Line Services

Language Line Services, provides telephone interpretation in over 150 languages 24 hours a day, seven days a week. Staff should use Language Line Services when bilingual staff or volunteers are not available, when the language is one not commonly encountered at JSCo or when staff are not sure what language a Client speaks. The service can be used for either in-person interpretation (using a speaker phone) or for phone calls (using a "conference" line as described below).

To access Language Line Services call 1-866-874-3972 and use the mandatory passcode of: 1978 (or staff can find additional information at http://www.languageline.com).

- Users of this interpreter service are charged on a per-minute basis, currently (as of July 2016) $2.60/minute *(some languages will be billed at a lower rate - $2.60/minute is the maximum per minute rate)*.
- To access Language Line Services, staff will need to know both the dialing instructions below and the client Code. Remember to keep the client access code handy—check with the regional office's support staff.

When receiving an LEP call

When staff answers a call and determines language assistance is necessary:

- A 3-way conference call is created using the conference button (or switchhook, flash button or transfer button) on the telephone (the caller is told "hold on," "wait," "one moment," etc., to indicate that staff is not hanging up).
- Language Line Services is called (per below dialing instructions) and the interpreter will come on the line.
- Then, the caller is added back to the call so that all three parties are connected.

When placing an LEP call (or doing in-person interpretation)

- A call is placed to the Language Line Services (per below dialing instructions) and the interpreter will come on the line.
- Once the interpreter is on the line, a 3-way conference call is created by adding the Client or applicant to the conversation using the conference button (or switchhook, flash button or transfer button) or "speaker" button on the telephone. (This scenario works if the Client is in the office or is waiting at a predetermined number.)

Dialing instructions on how to access an interpreter

When Receiving a call:

1. Use your phone's conference feature to place the Limited English Proficient (LEP) speaker on hold.
2. Dial: **1 (866) 874-3972**
3. Provide your Client ID **# 7 9 8 9 7 4**
4. Provide JSCo Password: **1978**
5. Select the language you need
    a. Press 1 for Spanish
    b. Press 2 for all other languages and state the name of the language you need
    *** Press 0 for agent assistance if you do not know the language*
6. Provide: **YOUR REGION** *(i.e. SF, SAC, SB, LA)*
   Provide your: **PROPERTY NAME** *(i.e. Pullman Point)*
   You will be connected to an interpreter who will provide his/her name and ID number.
7. Brief the interpreter. Summarize what you wish to accomplish and provide any special instructions.
8. Add the LEP onto the call.
9. Say "End of Call" to the interpreter when your call is completed.

NOTE:
When placing an outbound callto a LEP, begin at **Step** 2. If you need assistance placing a call to the LEP, please inform the interpreter or agent at the beginning of the call.

When the LEP is face-to-face with you begin at **Step** 2. Once the interpreter joins the line, brief him/her and place the phone on "Speaker" mode or pass the handset back and fourth.

JSCo staff should familiarize themselves with the Language Line Services interpreting process before they actually use it. To view a demonstration visit their Web site at www.languageline.com or at https://www.youtube.com/watch?v=LQoCRen--M4.

Helpful hints for using telephone interpreters

- Tell the interpreter the purpose of your call. Describe the type of information you are planning to convey.
- Enunciate your words and try to avoid contractions, which can be easily misunderstood as the opposite of your meaning, e.g. use "cannot" instead of "can't."
- Speak in short sentences, expressing one idea at a time.
- Speak more slowly than your normal talking speed, pausing after each phrase.
- Avoid the use of double negatives, e.g., "If you don't appear in person, you won't get your benefits." Instead, say "You must come in person to get your benefits."
- Speak in the first person. Avoid "he said/she said."
- Avoid using colloquialisms and acronyms, e.g., "MFIP." If you must do so, please explain their meaning.
- Provide brief explanations of technical terms or terms of art, e.g., "'spend-down' means the Client must use up some of his/her monies or assets in order to be eligible for services."
- Pause occasionally to ask the interpreter if he/she is understanding the information that you are providing, or if you need to slow down or speed up in your speech patterns. If the interpreter is confused, so is the Client.

- Ask the interpreter if, in his/her opinion, the Client seems to have grasped the information that you are conveying. You may have to repeat or clarify certain information by saying it in a different way.
- ABOVE ALL, BE PATIENT with the interpreter, the Client and yourself! Thank the interpreter for performing a difficult and valuable service.

D. Use of family or friends as interpreters

Staff should accommodate Clients' wishes to have family or friends serve as interpreters whenever possible. However, staff must keep in mind issues of Client confidentiality and interpreter competency. Follow these rules:

- Protection of confidentiality and accuracy of interpretation should always be of highest concern, particularly if the interview concerns topics that may negatively affect eligibility for services.
- Always offer the interpreter services described above, and explain that no charge will be made for use of the above resources.
- If a Client prefers to have a family member or friend serve as an interpreter, ask if the Client will allow a trained interpreter to listen in to ensure accuracy of interpretation.
- If the offers are refused, document the offers and refusals and accommodate the Client's wishes.
- Minor children may be used when the content of the material is appropriate i.e. notice of inspection, upcoming social events, etc.
- Bilingual staff or contracted interpreters are preferred in situations where a Client must answer complicated or detailed questions about his/her circumstances regarding occupancy and or eligibility.

E. Outside resources

For an extensive listing of interpretation and translation vendors, see the local telephone directory under "Translators and Interpreters."

Emergency situations

When programs or the assistance requested require immediate action, JSCo staff will take steps necessary to ensure that all Clients have access to services or information within the appropriate time frames. It is JSCo's goal to make information and services available within a reasonable time frame.

Answering Service

All contracted answering services must have multiple language capacity. Each Property Manager must ensure compliance with this policy. You must contact your provider to determine their multiple language capacity. They must be able to convey information to Clients who are likely to make contact with the service provider per the Four Factor Analysis.

Written Translation

Quality standards for written translation of Vital Documents

When written translation of vital documents is provided, JSCo will utilize professional, certified, or otherwise competent translators. JSCo may also require "back to back translation," if necessary, to check the work of the primary translator. Translated documents will typically include the following disclaimer:

"THIS DOCUMENT IS A TRANSLATION OF A LEGAL DOCUMENT. THIS TRANSLATION HAS BEEN PROVIDED TO YOU MERELY AS A CONVENIENCE TO ASSIST YOUR UNDERSTANDING OF YOUR RIGHTS AND OBLIGATIONS. THE ENGLISH VERSION OF THIS DOCUMENT IS THE OFFICIAL, LEGAL AND CONTROLLING DOCUMENT. THIS TRANSLATED DOCUMENT IS NOT AN OFFICIAL DOCUMENT."

JSCo translation program

JSCo will translate vital documents in accordance with the HUD Guidance Safe Harbor Standards. The Safe Harbor standard is triggered where an LEP language group constitutes 5% or 1,000 people, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. If there are fewer than 50 persons in a language group that reaches the 5% trigger, written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of the vital documents free of cost is sufficient.

Vital documents or information

Vital documents or information are those that are critical for accessing federally funded housing programs and are provided in applicable languages per the four factor analysis on an as-needed basis. The specific translated documents vary according to the results of each property's four factor analysis and are available from JSCo's LEP Coordinators or on JSCo's Intranet.

Staff should always ask for a Client's language preference for use of vital documents and record their preference in the Client's file using the JSCo Household Primary Language Form.

Accessing translated materials

JSCo evaluates the results of the four factor analysis for each property and provides translated vital documents as consistent with HUD Guidance Safe Harbor Standards. Translated documents may be obtained from JSCo's LEP Coordinators or on JSCo's Intranet (in the "Limited English Proficiency" folder under the "Property Operations" tab). Any request for a translated document that is not currently in the LEP folder should be routed to the regional LEP Coordinator.

Assisting Clients who can't read

JSCo staff will assist Clients who cannot read their primary language to the same extent as staff would assist English-speaking Clients who cannot read English.

Notice of right to language assistance

JSCo staff will inform all LEP Clients of their right to free and timely interpreter services through:

- Notice of right to language assistance at no charge.
- Language Identification Sheet - JSCo has a laminated sheet that says in both English and all identified primary languages: "You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait." Staff will use the Sheet to identify an LEP Client's primary language and may distribute unlaminated copies of the sheet to LEP Clients so they can present them where appropriate to signal their primary language and need for assistance.

- Language Assistance Available posters - Posters reading "You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait." are posted in every managed site's office and areas where JSCo staff work with LEP Clients. The posters repeat this statement in multiple languages spoken at JSCo-managed properties and have an American Sign Language icon.

Minimum necessary access to data

JSCo shall comply with the "minimum necessary" access and disclosure standards for the administration and management of its Language Access Plan. JSCo shall:

- Not use or further disclose the information other than as permitted or required by law;
- Use appropriate safeguards to prevent improper use or disclosure of the information by its employees and contractors;
- Appropriately respond to any known improper use or disclosure of protected information; and
- Ensure that any agents, contractors, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information

JSCo LEP plan administration - Collection of language preference information

When interacting with applicants and potential applicants, JSCo will note if a Client self-identifies as LEP. JSCo will update Client files that lack information about language needs and confirm Clients' primary languages at recertification and/or other renewal periods using the JSCo Household Primary Language Form. The Client-specific language preference information will be available to JSCo staff.

LEP plan distribution and public posting

JSCo's Language Access Plan is:

- Available in all property management offices
- Available at all JSCo Regional Offices
- Accessible on the JSCo Intranet

LEP Coordinators

Staff from JSCo's four regional offices are involved in the management of the LEP Program. For questions or issues, please contact the LEP Coordinator or appropriate staff person by region:

San Francisco Regional Office:	Jennifer Wood, (415) 345-4400 jwood@jsco.net
South Bay Regional Office:	Warren Reed, (831) 438-5725 wreed@jsco.net
Sacramento Regional Office:	Tracy Esposito, (916) 561-0323 tesposito@jsco.net
Los Angeles Regional Office:	Carlos Ortiz, (213) 787-2700 cortiz@jsco.net

LEP Liaison Team

JSCo has a senior management LEP liaison team that assists with shared responsibilities for implementing the LEP program. Liaison team members represent their regions and advise and support implementation of the LEP plan. The team members include:

Steve McElroy	Tracy Esposito
Warren Reed	Carlos Ortiz

Equal Opportunity Policy and Complaint/Grievance Procedures

It is JSCo's policy to ensure program benefits and services are made available to everyone and provided to all eligible individuals without discrimination, in compliance with civil rights laws.

JSCo complies with the provisions of all Federal, State, or local laws prohibiting discrimination in housing on the basis of age, race, color, ancestry, religion, national origin, sex, marital status, children, pregnancy, disability, sexual orientation, AIDS, ARC, or other arbitrary factors, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I), Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570.601), and Title VIII of the 1968 Civil Rights Act (Public Law 90-384), or the Fair Housing Amendments Act of 1988. JSCo employees, programs and policies must also allow physical and program access for people with disabilities.

Complaints or Grievances

All applicants/residents must follow the specific property's grievance procedures when filing a complaint or grievance. Residents, applicants and members of the public trying to access housing services are entitled to fair treatment. Residents or LEP Clients that feel they have been treated unfairly or discriminated against must file a written grievance. JSCo will provide assistance in writing the grievance if necessary. Residents or LEP Clients may also contact:

LEP Coordinators			
Regional Office	**Contact Name**	**Telephone Number**	**E-Mail Address**
Los Angeles	Carlos Ortiz	(213) 787-2700	cortiz@jsco.net
Sacramento	Tracy Esposito	(916) 561-0323	tesposito@jsco.net
San Francisco	Jennifer Wood	(415) 345-4400	jwood@jsco.net
South Bay	Warren Reed	(831) 438-5725	wreed@jsco.net

Or the local office of Fair Housing and Equal Opportunity
(For Arizona, California, Hawaii, and Nevada)

San Francisco Regional Office of FHEO
U.S. Department of Housing and Urban Development
One Samsome Street, Suite 1200
San Francisco, CA 94104
(415) 489-6524
(800) 347-3739
TTY (415) 436-6594

Attachment 1

JSCo volunteer site staff interpreters

The following site staff are available to serve as interpreters for the languages listed. They are proficient in at least one non-English language and are willing to act as a staff interpreter, when available, on an "as-needed" basis. They are able to convey information in both languages accurately, have had orientation and training that includes the skills and ethics of interpreting, have basic knowledge in both languages of specialized program terms or concepts, and will be sensitive to the Client's culture.

Attachment 2

JSCo volunteer regional corporate staff interpreter list

JSCo volunteer staff interpreters are available to offer occasional language assistance at several JSCo locations and regional offices when their workload permits. Their self-identified level of fluency follows the language with "1" being most fluent, "2" semi-fluent, and "3" fair.

Attachment 3

Four Factor Analysis

Each property's specific Four Factor Analysis (including staff experience with languages spoken at that property).

Attachment 1: JSCo volunteer site staff interpreter list

Insert Property Name Here		
Employee name	**Phone/e-mail address**	**Language skill**

Attachment 2: JSCo volunteer regional corporate staff interpreter list

Insert Region Name Here		
Employee name	**Phone/e-mail address**	**Language skill**

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____

Tenant Date

_____ _____

Landlord Date

Jordan Downs Phase 1A
The John Stewart Company, Management Agent
Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The John Stewart Company (JSCo), acting as Management Agent for the property, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at this property**,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance at this property**,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights at this property solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

JSCo may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If JSCo chooses to remove the abuser or perpetrator, JSCo may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for occupancy at this property, JSCo must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

In removing the abuser or perpetrator from the household, JSCo must follow Federal, State, and local eviction procedures. In order to divide a lease, JSCo may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, JSCo may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, JSCo may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, JSCo may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

JSCo will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. JSCo's emergency transfer plan provides further information on emergency transfers, and JSCo must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

JSCo can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from JSCo must be in writing, and JSCo must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. JSCo may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to JSCo as documentation. It is your choice which of the following to submit if JSCo asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by JSCo with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that JSCo has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, JSCo does not have to provide you with the protections contained in this notice.

If JSCo receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), JSCo has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, JSCo does not have to provide you with the protections contained in this notice.

Confidentiality

JSCo must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

JSCo must not allow any individual administering assistance or other services on behalf of JSCo (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

JSCo must not enter your information into any shared database or disclose your information to any other entity or individual. JSCo, however, may disclose the information provided if:

- You give written permission to JSCo to release the information on a time limited basis.
- JSCo needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires JSCo or your landlord to release the information.

VAWA does not limit JSCo's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, JSCo cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if JSCo can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If JSCo can demonstrate the above, JSCo should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report any violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco HUD Field Office at (415) 489-6583 or the Los Angeles HUD Field office at (213) 534-2555

For Additional Information

You may view a copy of HUD's final VAWA rule at https://www.nahma.org/wp-content/uploads/2014/04/VAWA-FInal-Rule-for-HUD-Housing-Programs.pdf**.** Additionally, JSCo must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Property Manager.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact the Rape, Abuse & Incest National Network (RAINN) at 1-800-656-HOPE (4673).

Victims of stalking seeking help may contact Safe Horizon at 1-800-621-HOPE (4673).

Attachment: VAWA Certification Form (HUD-5382)

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's):_____

4. Name(s) of other family member(s) listed on the lease:_____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s): _____ _____ _____ _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.