

CITY AND COUNTY OF SAN FRANCISCO
MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

ARMSTRONG PLACE ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

For
ARMSTRONG PLACE

5600 THIRD STREET

THIS GRANT AGREEMENT (this “**Agreement**”) is made this _____, 2017, by and between Armstrong Place Associates, a California limited partnership (“**Grantee**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) acting by and through the Mayor’s Office of Housing and Community Development (“**MOHCD**”).

W I T N E S S E T H:

WHEREAS, the City previously provided Grantee funding through MOHCD’s Local Operating Subsidy Program (“**Program**”) under a nine-year agreement dated August 11, 2011; and

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a new grant through MOHCD’s Program; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein; and

WHEREAS, the City’s Board of Supervisors authorized execution of this Agreement on _____, 2017 pursuant to Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

“**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

“**Additional Leasing Date**” shall have the meaning given to it in Section 4.1.

“**Agreement Date**” means the date this Agreement is duly executed and delivered by Grantee and MOHCD.

“**Annual Monitoring Report**” shall have the meaning given to it in Section 6.1.

“**Annual Operating Budget**” means the operating budget for the Project approved by City attached hereto as **Exhibit B**, as amended by Grantee and City from time-to-time.

“**Applicable Laws**” means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.

“**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

“**Approved Shortfall**” means the amount that is approved by MOHCD, if any, by which the Assisted Units Operating Costs for any Business Year during the Term exceed the Project Income attributable to the Assisted Units for such Business Year.

“**Assisted Units**” means the 23 residential units at the Project assisted with LOSP funds pursuant to this Agreement.

“**Business Year**” means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.

“**CFR**” means the Code of Federal Regulations.

“**Certificate of Preference**” means the form establishing a priority right for tenant selection, as further described in the Operational Rules.

“**Certificate of Preference Holder**” means a person or household that has been issued a Certificate of Preference.

“**Charter**” shall mean the Charter of City.

“**Charter Documents**” shall have the meaning given in Section 6.2.

“**City**” means the City and County of San Francisco.

“**City Loan Documents**” means the MOHCD Loan Agreement and the documents executed in connection therewith.

“**Controller**” shall mean the Controller of City.

“**Director**” means MOHCD’s Director or an authorized representative of the Director.

“**Effective Date**” means the Agreement Date.

“**Event of Default**” shall have the meaning set forth in Section 11.1.

“**First Subsidy Payment**” shall mean the Subsidy Payment for the initial period starting from the Effective Date.

“**Grant Amount**” shall have the meaning set forth in Section 5.1.

“**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

“**Gross Rent**” means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by the San Francisco Housing Authority and published by MOHCD.

“**HUD**” means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

“**HSH**” means the San Francisco Department of Homelessness and Supportive Housing

“**Indemnified Parties**” shall mean City, including MOHCD and all of City’s commissions, departments, agencies and other subdivisions, and City’s elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

“**Initial Leasing Date**” shall be the date when the first Assisted Unit is leased and occupied by a Tenant.

“**Loan Committee**” means the City review committee that selects Program grantees.

“**LOSP Clients**” means the formerly homeless individuals or households that MOHCD deems eligible for Program assistance pursuant to the Program criteria set forth on the attached **Exhibit D** (as such criteria may be amended from time to time by MOHCD) as administered by Grantee pursuant to this Agreement, the LOSP Policies and Procedures Manual and the Services Agreement.

“**LOSP Policies and Procedures Manual**” means the document published jointly by MOHCD and HSH describing the program’s operational policies and procedures, as may be amended from time to time.

“**Maintenance Duties**” shall have the meaning given to it in Section 4.8(a).

“**Median Income**” means median income as published annually by MOHCD, derived from the Income Limits determined by HUD for the for the San Francisco area, adjusted solely for household size, but not high housing cost area.

“**MOHCD**” shall mean the Mayor’s Office of Housing and Community Development of the City and County of San Francisco.

“**MOHCD Loan Agreement**” means that certain loan agreement, dated as of December 1, 2008, between the former San Francisco Redevelopment Agency (“Agency”) and Grantee with respect to a Thirteen Million Five Hundred Forty-Five Thousand Five Hundred Sixteen Dollar (\$13,545,516) loan.

“**Operating Costs**” means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other

payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. “Operating Costs” shall not include any loan payments to be made under the City Loan Documents, the Senior Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant’s lease or otherwise approved hereunder.

“**Operating Reserve Account**” means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to the MOHCD Loan Agreement.

“**Operational Rules**” means MOHCD’s Operational Rules for San Francisco Housing Lotteries and Rental Lease Up Activities dated August 1, 2015, as amended from time to time.

“**Operating Statement**” shall have the meaning set forth in Section 6.1.

“**Opinion**” means an opinion of Grantee’s California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing California limited partnership in good standing under the laws of the State of California, has the power and authority to enter into this Agreement and will be bound by its terms when executed and delivered, that each of Grantee’s general partners is a duly formed, and that addresses any other matters MOHCD reasonably requests.

“**Program**” means the Local Operating Subsidy Program, through which MOHCD provides operating subsidies to housing projects that provide permanent supportive housing for formerly homeless individuals and households.

“**Program Transition Reserve Account**” shall have meaning given to it in Section 2.5.

“**Project**” means the one hundred sixteen (116) unit housing project commonly known as Armstrong Place, which is located on the Real Property.

“**Project Income**” means all income and receipts in any form received by Grantee from the operation, use or ownership of the Project, calculated on an accrual basis, including rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Grantee by MOHCD in connection with the Project (other than Grant Funds), and any funds held in the Subsidy Reserve Account.

“**Project Operating Account**” means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program.

“**Projected Shortfall**” means the amount, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6) for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

“**Qualified Minimal Debt Service Payment**” means a minimal debt service payment that Grantee must make under the MOHCD Loan Agreement, the Senior Loan Documents or any additional affordable

housing loan for the Project, provided that Grantee first obtains MOHCD's written consent to such additional loan, including any proposed repayments to be made to such additional loan.

"Real Property" shall mean the real property described on the attached **Exhibit C**.

"Referral" means HSH documentation of eligibility of LOSP client being referred for permanent supportive housing at the Project.

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with a loan from the Agency in the amount of Thirteen Million Five Hundred Forty-Five Thousand Five Hundred Sixteen Dollars (\$13,545,516); the loan documents executed by Grantee in connection with a loan in the amount of Twenty Million Six Hundred Thirty-Three Thousand One Hundred Seventy Dollars (\$20,633,170) from Wells Fargo Bank N.A., related to the Redevelopment Agency of the City and County of San Francisco Multifamily Housing Mortgage Revenue Bonds (Armstrong Place Senior Housing) 2008; the loan documents executed by Grantee in connection with the loan from the United States Department of Housing and Urban Development in the amount of Nine Million Seven Hundred Thirty-Five Thousand Two Hundred Dollars (\$9,735,200); and ate loan documents executed by Grantee in connection with a loan in the amount of Nine Million One Hundred Six Thousand Five Hundred Seventeen Dollars (\$9,106,517) from the State of California Department of Housing and Community Development.

"Services Agreement" means the Contract for Services dated July 1, 2010, and between Tenant Services Contractor and HSH for the provision of services to LOSP Clients at the Project.

"Subsidy Payment" means a payment made by MOHCD to Grantee pursuant to the terms of this Agreement, which shall be made in the manner and in the amount specified in Article 5 below.

"Subsidy Reserve Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program, and used only for the purposes specified in Section 4.3.

"Tenant" shall mean a LOSP Client who leases an Assisted Unit.

"Tenant-Paid Rent" means the annual amount charged to Tenants for rent, not including any applicable utility allowance, which must be included when calculating Gross Tenant Rent.

"Tenant Services Contractor" shall mean Providence Foundation of San Francisco, a California non-profit public benefit corporation].

"Term" shall have the meaning given to in Section 3.

"Termination Notice Date" shall have the meaning given to in Section 4.1.

"Transition Plan" shall have the meaning given to in Section 2.5.

"Underlying Restricted Rent" is the maximum Gross Rent allowed under the MOHCD Loan Agreement or any other more-restrictive covenants under City-approved funding agreements.

"Vacancy Period" shall have the meaning given to in Section 4.1.

"15-Year Cash Flow" means the cash flow projection described in the attached **Exhibit B**.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of MOHCD. The terms "sufficient," "necessary"

or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOHCD. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to MOHCD. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY’S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD’s obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to HSH for Subsidy Payments and transfer of such funds from HSH to MOHCD (or as MOHCD may direct such funds to be transferred directly by HSH to Grantee), which appropriation and transfer is subject to HSH’s annual operating budget, or (b) appropriation of sufficient funds for Subsidy Payments to MOHCD’s annual operating budget. If the funds appropriated for Program subsidy payments in a given year will be insufficient to fund the total Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

Notwithstanding the foregoing, however, qualifying projects that are not financed with State Department of Housing and Community Development Multifamily Housing Program Supportive Housing Component funds (“**HCD Funds**”) will be subject to such Program subsidy payment reductions before any such reductions are made to qualifying projects financed with HCD Funds.

If MOHCD determines that Subsidy Payments for any given period must be reduced due to a shortfall in appropriated Program funds (a “**Non-Appropriation Event**”), MOHCD shall notify Grantee that a Non-Appropriation Event has occurred. City’s obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that HSH’s and MOHCD’s annual operating budgets are each subject to the discretion of City’s Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee’s assumption of such risks is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

(a) City’s obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.

(b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.

(c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of HSH or MOHCD or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation or Nontransfer of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the City's Business Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOHCD's annual budget. MOHCD intends to establish a reserve account, as MOHCD deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "**Program Transition Reserve Account**"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

If there is a Non-Appropriation Event, and City fully funds the following year's Subsidy Payment in the amount shown on Exhibit A (whether with Program Transition Reserve Account funds or otherwise), this Agreement shall remain in effect through the last day of the period for which such Subsidy Payment is made. In the event City continues to fully fund subsequent Subsidy Payments, this Agreement shall remain in effect through the last day of the period for which each such subsequent Subsidy Payment is made.

City shall have no obligation to replenish or supplement the Program Transition Reserve Account. City shall have the right to, at MOHCD's discretion, use Program Transition Reserve Account funds to make subsidy payments to LOSP grantees other than Grantee. The Program Transition Reserve Account shall remain the City's property at all times and any interest that accrues thereon shall remain the sole property of City and will be deemed part of the Program Transition Reserve Account. If any funds remain in the

Program Transition Reserve Account at the expiration of the Term or earlier termination of this Agreement, such funds shall remain with City and Grantee shall have no rights thereto.

Grantee agrees that it shall not make any distributions or payments of Residual Receipts, as defined in the MOHCD Loan Agreement, until City has approved the distribution or payment of such Residual Receipts.

ARTICLE 3 TERM

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall terminate on the thirty-first day of December 2032, unless earlier terminated in accordance with the terms herein.

ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from Referrals supplied by the City.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the “**Termination Notice Date**”). City shall accordingly deliver a Referral to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to the LOSP Client within the sixty (60) day period immediately following its receipt of such Referrals (each such additional lease up date shall be referred to as an “**Additional Leasing Date**”). The period of time between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a “**Vacancy Period**”. After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referrals at any time, until City delivers such Referrals, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of **Exhibit D**, and such request shall not be unreasonably denied.

(b) Grantee shall give preference in occupying all Assisted Units first to Certificate of Preference Holders in accordance with the Preferences Ordinance; provided that such applicants satisfy all other applicable eligibility requirements under the City Loan Documents and the Senior Loan Documents.

(c) [Intentionally Omitted]

(d) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee’s decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall not discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.

(e) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached **Exhibit H** when selecting tenants for the Assisted Units.

(f) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I** when screening tenants for the Assisted Units.

(g) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum, which can be found in the **LOSP Policies and Procedures Manual**.

(h) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOHCD promptly upon MOHCD's request therefor.

(i) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

4.2 Rent Restrictions.

(a) Gross Rent charged for any Tenant shall be the lower of fifty percent (50%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.

(b) With the written approval of DSHH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.

(c) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant.

4.3 Operating Reserve Account; Subsidy Reserve Account. Grantee shall comply with all of its requirements for the Operating Reserve Account under the MOHCD Loan Agreement. In addition, if the Subsidy Payment made to Grantee for a Business Year exceeds the Approved Shortfall for such Business Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement. The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Approved Shortfall for a Business Year exceeds the Subsidy Payment made to Grantee for such Business Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the Assisted Units Operating Costs that comprise such excess shortfall. If the Subsidy Reserve Account plus Subsidy Payment funds are insufficient to pay all of the Assisted Units Operating Costs in any given Business Year, Grantee shall use Operating Reserve Account funds, if any, to pay the remaining Assisted Units Operating Costs, subject to any approval Grantee must obtain from any lender under the Senior Loan Documents or Grantee's tax credit limited partner to so use the Operating Reserve Account funds.

4.4 [Intentionally Omitted]

4.5 Annual Operating Budget. The Annual Operating Budget attached hereto as **Exhibit B** sets forth Grantee’s anticipated Operating Costs, Project Income and Projected Shortfall for the Term of the Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD’s prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal to MOHCD. MOHCD will provide project-specific guidance about other materials required to analyze the requested change including but not limited to a variance analysis that includes a quantitative assessment of the difference between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

Any travel expenses incurred by Grantee must be reasonable and must comply with the following:

(i) Lodging, meals and incidental expenses shall not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: <https://www.gsa.gov/portal/category/104711>.

(ii) Air transportation expenses must use fares for coach-class accommodations, provided that purchases for air travel must occur no less than one week before the travel day.

(iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports must not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses must not exceed then-current San Francisco taxi rates found at: <https://www.sfmta.com/getting-around/taxi/taxi-rates>. Ground transportation shall not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower’s employees.

(iv) Miscellaneous travel expenses must not exceed Fifty Dollars (\$50.00) without prior written approval of the City.

(v) Any Disbursement Request for travel expenses must include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms “lodging,” “meals” and “incidental expenses” shall have the same meanings defined in 41 CFR Part 300-3; the term “coach-class” shall have the same meaning defined in 41 CFR Part 301-10.121(a); and the term “miscellaneous” means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

4.6 Grantee’s Board of Directors. Grantee’s manager, if Grantee is a limited liability company, or Grantee’s general partner or the sole member of the limited liability company general partner, if Grantee is a limited partnership, shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in such entity’s bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such entity’s board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.7 [Intentionally Omitted]

4.8 Maintenance and Management of Project.

(a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Senior Loan Documents (collectively, the “**Maintenance Duties**”).

(b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD’s prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days’ notice.

(c) MOHCD will provide written notice to Grantee if MOHCD determines that the Maintenance Duties are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOHCD delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOHCD’s rights hereunder, MOHCD shall have the right to require that Grantee, at Grantee’s sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.

(d) Grantee shall operate the Project in compliance with all Applicable Laws.

4.9 Services Agreement; Provision of Services.

(a) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project’s LOSP Clients.

(b) Grantee shall promptly provide written notice to MOHCD if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.

(c) In the event that the Services Agreement is terminated for any reason, or that MOHCD and/or HSH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOHCD and HSH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of the new service provider for the Project shall require Grantee’s prior consent, which shall not be unreasonably delayed or denied. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOHCD and/or HSH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed Four Million Two Hundred Thirty Seven Thousand One Hundred Fifty Six Dollars (\$4,237,156) (the “**Grant Amount**”). Subject to Grantee’s performance of its obligations under this Agreement and MOHCD’s receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within sixty (60) business days immediately following the Agreement Date. For every subsequent year during the Term, provided that Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, City shall deliver the Subsidy Payment for such year to Grantee within sixty (60) business days immediately following the date when the funds have been made available for MOHCD for disbursement.

5.2 Subsidy Payment Amounts and Adjustments.

(a) The 15-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.

(b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.

5.3 Use of Grant Funds. Grantee shall use the Grant Funds only for Assisted Units Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.

5.4 Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.

(a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.

(b) Grantee must have delivered its Charter Documents to the City.

(c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.

(d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and HSH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

(e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.

5.5 Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:

(a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.

(b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

(c) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.

5.6 Allocation of Grant Funds and Calculation of Assisted Unit Operating Costs. For the purposes of determining the Subsidy Payment and the Projected Shortfall, City and Grantee have agreed that the parties shall allocate 19.83 percent (19.83%) of the total Operating Costs to the Assisted Units (“**Assisted Units Operating Costs**”) and 80.17 percent (80.17%) of the total Operating Costs to the non-Assisted Units. For most budget line items, LOSP units are assigned a prorated share of the total project operating cost. There are some line items where alternative portions of the line item may be proposed. **Exhibit B** depicts the allocation of Operating Costs between the Assisted and non-Assisted Units, including and budget line items for which alternative portions have been allocated to the Assisted/non-Assisted units.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements. Grantee must file electronically with the City no later than one hundred fifty (150) days after the end of Grantee’s calendar year annual report forms (the “**Annual Monitoring Report**”) that include audited financial statements including any management letters; an income and expense statement for the Project covering the applicable reporting period “Operating Statement”; a statement of balances, deposits and withdrawals from all Accounts; and evidence of required insurance. The Annual Monitoring Report must be in substantially the form attached as **Exhibit G** or as later modified by MOHCD during the Term.

Such Annual Monitoring Report shall include a list of the Assisted Units Operating Costs paid by Grantee during such applicable prior Business Year and Grantee’s certifications that (a) the total Grant Funds received by Grantee as of the end date of the applicable Business Year have been used only to pay Assisted Units Operating Costs, (b) all of Grantee’s representations and warranties in this Agreement remain true and correct in all material respects as if made on the end date of such the applicable Business Year, (c) there is no Event of Default by Grantee as of the end date of the applicable Business Year, and (d) the party signing the Annual Monitoring Report is an officer of Grantee authorized to do so on Grantee’s behalf.

6.2 Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the “**Charter Documents**”): a certified certificate of status and (a) if Grantee is a corporation, its bylaws; and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its

operating agreement, a certified copy of its certificate of limited liability company, and the organizational documents of its manager. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred fifty (150) days following the end of any Business Year, an audited balance sheet and the related statement of income and cash flows for such Business Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.

6.6 Inspection and Audit. Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit MOHCD, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOHCD pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or

property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

6.8 Project Monitoring Generally. Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

6.9 Notice Requirement for Changes in Director Positions. Grantee must provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Earned Income Credit (EIC) Forms. Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after

Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee shall be a limited liability company or a limited partnership, and Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner, or the general partner's sole member of the general partner (if general partner is a limited liability company), is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to

Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an “**Event of Default**” under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.

(b) **Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations.** Grantee uses Grant Funds for any purpose other than for the payment of Assisted Units Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Assisted Units Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach cannot be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.

(c) **Default under City Loan Documents or Senior Loan Documents.** Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).

(d) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee’s property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

(f) **New Encumbrances.** Any lien is recorded against all or any part of the Real Property or the Project without MOHCD’s prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD’s satisfaction within thirty (30) days after Grantee’s receipt of written notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.

(g) **Damage or Destruction.** All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.

(h) **Dissolution.** Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.

(i) **Assignment.** Without MOHCD's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Borrower by an investor limited partner in Borrower, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

(j) **Account Transfers.** Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.

(k) **Changed Financing Condition.** Any material adverse change occurs in the financial condition or operations of Grantee, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

An Event of Default under this Agreement that remains uncured shall be a default under the City Loan Documents.

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from MOHCD or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by

facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOHCD or City: Mayor's Office of Housing and Community Development
One South Van Ness, 5th Floor
San Francisco, CA 94103
Attn: Asset Manager
Telephone No.: 415-701-5500
Facsimile No.: 415-701-5501

If to Grantee: Armstrong Place Associates
600 California Street, Suite 900
San Francisco, CA 94108
Attention: Susan Johnson, Executive Vice President

With a copy to: Gubb & Barshay LLP
505 14th Street, Suite 1050
Oakland, CA 94612
Attention: General Counsel

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee’s net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person

protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees.

a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the then-current requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.

c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee

f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.10 First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the First Source Hiring Administrator ("FSHA"), the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, “**Political Activity**”). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, “Recreational Site”), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an

offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian.

Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee.

Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (“Protection of Private Information”), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:

(a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) “**Private Information**” shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.

16.15 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that

such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City’s property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee’s (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner’s authorized agent, and which is visible from the public right-of-way. “Graffiti” shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 *et seq.*) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 *et seq.*).

Any failure of Grantee to comply with this Section shall constitute an Event of Default of this Agreement.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

16.18 Slavery Era Disclosure.

(a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code’s Chapter 12Y, “San Francisco Slavery Era Disclosure Ordinance.”

(b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for

liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.

(c) Grantee shall maintain records necessary for monitoring their compliance with this provision.

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by MOHCD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOHCD of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOHCD or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Exhibit A, Projected Project Subsidy Payments
- Exhibit B, Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow
- Exhibit C, Real Property Legal Description
- Exhibit D, LOSP Client Selection Criteria
- Exhibit E, Intentionally Omitted
- Exhibit F, Lobbying/Debarment Certification Form
- Exhibit G, Annual Monitoring Report
- Exhibit H, Tenant Selection Plan Policy – LOSP
- Exhibit I, Tenant Screening Criteria Policy – LOSP

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4 Financial Statements.

Section 6.5 Books and Records.

Section 6.6 Inspection and Audit.

Section 6.7 Submitting False Claims;

Monetary Penalties

Section 6.8 Ownership of Results.

Article 7 Taxes

Article 9 Indemnification and General Liability

Section 10.4 Required Post-Expiration Coverage.

Article 12 Disclosure of Information and Documents

Section 13.4 Grantee Retains Responsibility.

Section 14.3 Consequences of Recharacterization.

This Article 17 Miscellaneous

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Edwin M. Lee
Mayor

By: _____
Olson Lee
Director, Mayor's Office of Housing and
Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Armstrong Place Associates,
a California limited partnership

By: _____,
Site K, Inc. a California nonprofit public
benefit corporation, its General Partner

By: _____
Name: _____
Its: _____

Federal Tax ID #: _____

City Vendor Number: _____

Exhibit A – Projected Project Subsidy Payments

LOSP FUNDING SCHEDULE

Project Address: Armstrong Place

Projected Start Date (must be on 1st of the month!): 1/1/2017

FOR REFERENCE ONLY

Exhibit A-2: LOSP Funding By Calendar Year

	1/1-6/30	7/1-12/31	TOT	Total Months
CY-0	A	B	A+B	12
	1/1-6/30	7/1-12/31	TOT	Total Months
CY-1	C	D	C+D	12
CY-2	E	F	E+F	12
CY-3	G	H	G+H	12
CY-4	I	J	I+J	12
CY-5	K	L	K+L	12
CY-6	M	N	M+N	12
CY-7	O	P	O+P	12
CY-8	Q	R	Q+R	12
CY-9	S	T	S+T	12
CY-10	U	V	U+V	12
CY-11	W	X	W+X	12
CY-12	Y	Z	Y+Z	12
CY-13	AA	BB	AA+BB	12
CY-14	CC	DD	CC+DD	12
CY-15	EE	FF	EE+FF	12
				192

Exhibit A-2: LOSP Funding By Calendar Year

	1/1-6/30	7/1-12/31	TOT	Total Months
2017	\$0.00	\$16,415.11	\$16,415.11	1.1
	1/1-6/30	7/1-12/31	TOT	Total Months
2018	\$97,079.07	\$97,079.07	\$194,158.14	12
2019	\$102,232.93	\$102,232.93	\$204,465.86	12
2020	\$107,605.16	\$107,605.16	\$215,210.32	12
2021	\$113,204.85	\$113,204.85	\$226,409.69	12
2022	\$119,041.46	\$119,041.46	\$238,082.93	12
2023	\$125,124.90	\$125,124.90	\$250,249.79	12
2024	\$131,465.46	\$131,465.46	\$262,930.91	12
2025	\$138,073.90	\$138,073.90	\$276,147.81	12
2026	\$144,961.47	\$144,961.47	\$289,922.93	12
2027	\$152,139.86	\$152,139.86	\$304,279.73	12
2028	\$159,621.33	\$159,621.33	\$319,242.65	12
2029	\$167,418.62	\$167,418.62	\$334,837.24	12
2030	\$175,545.08	\$175,545.08	\$351,090.16	12
2031	\$184,014.62	\$184,014.62	\$368,029.24	12
2032	\$192,841.76	\$192,841.76	\$385,683.53	12
			\$4,237,156.04	181.1

Exhibit B –Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow

Application Date:	12/1/2016	LOSP Units		Non-LOSP Units	Project Name:	Armstrong Place
Total # Units:	116	23	93		Project Address:	5600 Third Street
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):	2017	LOSP/non-LOSP Allocation			Project Sponsor:	BRIDGE Housing
		19.83%	80.17%			
INCOME		LOSP	non-LOSP	Total		Comments
Residential - Tenant Rents	125,405	447,758	573,163	Links from 'Existing Proj - Rent Info' Worksheet		
Residential - Tenant Assistance Payments (Non-LOSP)	0	443,448	443,448	Links from 'Existing Proj - Rent Info' Worksheet		
Residential - LOSP Tenant Assistance Payments	184,270		184,270	\$8012 per unit per year		
Commercial Space	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
Residential Parking	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Miscellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Supportive Services Income	0	0	0			
Interest Income - Project Operations	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Laundry and Vending	920	3,718	4,637	Links from 'Utilities & Other Income' Worksheet		
Tenant Charges	488	1,972	2,460	Links from 'Utilities & Other Income' Worksheet		
Miscellaneous Residential Income	366	1,479	1,845	Links from 'Utilities & Other Income' Worksheet		
Other Commercial Income	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
Withdrawal from Capitalized Reserve (deposit to operating account)	0	67,977	67,977	Withdrawal -Operating Reserve for HCD Debt (\$37,977) and PM and AM fee (\$30,000)		
Gross Potential Income	311,448	966,352	1,277,799			
Vacancy Loss - Residential - Tenant Rents	(6,270)	(22,388)	(28,658)	Vacancy loss is 5% of Tenant Rents.		
Vacancy Loss - Residential - Tenant Assistance Payments	0	(22,172)	(22,172)	Vacancy loss is 5% of Tenant Assistance Payments.		
Vacancy Loss - Commercial	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
EFFECTIVE GROSS INCOME	305,177	921,792	1,226,969	PUPA: 10,577 47%		
OPERATING EXPENSES						
Management						
Management Fee	0	56,160	56,160	HUD management fee - does not escalate until HUD makes changes in fee structure		
Asset Management Fee	13,577	12,397	25,974	Property Management fee for LOSP and TCAC units - escalates at 3%		
Sub-total Management Expenses	13,577	68,557	82,134	PUPA: 708		
Salaries/Benefits						
Office Salaries	8,560	36,948	45,508	Assistant Manager at 17.99 per hour (includes a 3% increase) and centralized frontline		
Manager's Salary	9,419	38,081	47,500	Manager salary will be adjusted to reflect be in compliance with new federal regulations.		
Health Insurance and Other Benefits	7,909	31,974	39,883	Based on premiums for medical and dental for all employees		
Other Salaries/Benefits	2,018	8,159	10,177	403B plan based on 6% of salaries		
Administrative Rent-Free Unit	0	9,303	9,303	Staff unit is in a HUD regulated unit		
Sub-total Salaries/Benefits	27,906	124,464	152,370	PUPA: 1,314		
Administration						
Advertising and Marketing	154	622	776	Cost to process credit checks.		
Office Expenses	4,448	17,981	22,428	Telephone of \$14,400 and Office Supplies and printing of \$7270		
Office Rent	0	0	0			
Legal Expense - Property	985	3,983	4,968	3UD's plus miscellaneous legal counsel of \$1,200		
Audit Expense	2,011	8,132	10,143	annual audit fee		
Bookkeeping/Accounting Services	1,223	4,945	6,169	Annual bookkeeping fee based on \$4.28 pupm		
Bad Debts	616	2,489	3,105	Estimate based on 2015 actuals		
Miscellaneous	3,329	13,459	16,788	Software maintenance fees, Conferences, Staff advertising and functions, payroll service		
Sub-total Administration Expenses	12,766	51,611	64,377	PUPA: 555		
Utilities						
Electricity	8,349	33,756	42,105	Based on 2016 actuals		
Water	6,038	24,412	30,450	Based on 2016 actuals		
Gas	4,997	20,203	25,200	Based on 2016 actuals		
Sewer	8,953	36,197	45,150	Based on 2016 actuals		
Sub-total Utilities	28,338	114,567	142,905	PUPA: 1,232		
Taxes and Licenses						
Real Estate Taxes	54	220	274	Assumes 100% welfare exemption		
Payroll Taxes	3,257	13,167	16,424	Based on 10% of salaries		
Miscellaneous Taxes, Licenses and Permits	616	2,489	3,105	Annual FTB payment of \$800, elevator permits, \$275, encroachment fee \$1,700 plus		
Sub-total Taxes and Licenses	3,927	15,876	19,803	PUPA: 171		
Insurance						
Property and Liability Insurance	15,864	64,136	80,000	Annual premiums for property, liability, umbrella, D&O and pollution		
Fidelity Bond Insurance	0	0	0			
Worker's Compensation	2,605	10,533	13,139	Based on 8% of payroll		
Director's & Officers' Liability Insurance	0	0	0			
Sub-total Insurance	18,469	74,669	93,139	PUPA: 803		
Maintenance & Repair						
Payroll	15,218	61,522	76,740	Janitor at \$15 per hour (in 2017) and Maintenance Supervisor at \$20.75 per hour plus		
Supplies	6,527	26,386	32,913	Janitorial supplies of \$6,000, Repairs materials of \$20,000 and Decorating supplies of		
Contracts	20,000	68,000	88,000	Janitorial contract of \$26,000, Exterminating of \$11,700, Grounds contract of \$9,500,		
Garbage and Trash Removal	8,251	33,356	41,607	Based on monthly charge of \$3,100 plus \$3,000 in extra pick ups		
Security Payroll/Contract	140,843	54,772	195,615	Front desk coverage for 16 hours a day 5 days per week and 24 hours on weekends at		
HVAC Repairs and Maintenance	0	0	0			
Vehicle and Maintenance Equipment Operation and Repairs	164	664	828	fire extinguishers		
Miscellaneous Operating and Maintenance Expenses	308	1,245	1,553	uniforms		
Sub-total Maintenance & Repair Expenses	191,310	245,946	437,256	PUPA: 3,769		
Supportive Services	0	40,572	40,572	Service Coordination paid with HUD rents		
Commercial Expenses	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE	296,293	736,262	1,032,555	PUPA: 8,901		
Reserves/Ground Lease Base Rent/Bond Fees						
Ground Lease Base Rent	0	0	0	Provide additional comments here, if needed.		
Bond Monitoring Fee	0	0	0			
Replacement Reserve Deposit	8,884	94,995	103,879			
Operating Reserve Deposit	0	0	0			
Other Required Reserve 1 Deposit	0	0	0			
Other Required Reserve 2 Deposit	0	0	0			
Required Reserve Deposit/s, Commercial	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	8,884	94,995	103,879	PUPA: 896		
TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE	305,177	831,257	1,136,434	PUPA: 9,797		
NET OPERATING INCOME (INCOME minus OP EXPENSES)	0	90,535	90,535	PUPA: 780		
DEBT SERVICE ("hard debt"/amortized loans)						
Hard Debt - First Lender	0	0	0	Provide additional comments here, if needed.		
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd)	0	37,977	37,977	HCD/TOD		
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0	0	0	Provide additional comments here, if needed.		
Hard Debt - Fourth Lender	0	0	0	Provide additional comments here, if needed.		
Commercial Hard Debt Service	0	0	0	Links from 'Commercial Op. Budget' Worksheet		
TOTAL HARD DEBT SERVICE	0	37,977	37,977	PUPA: 327		
CASH FLOW (NOI minus DEBT SERVICE)	0	52,558	52,558			
Commercial Only Cash Flow	0	0	0			
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)	0	0	0			
AVAILABLE CASH FLOW	0	52,558	52,558			
USES OF CASH FLOW BELOW (This row also shows DSCR.)						
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL						
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0	0	0			
Partnership Management Fee (see policy for limits)	0	0	0	\$25,000 paid from a fee reserve - not allocated to LOSP - see line 118		
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	0	0	0	\$5,000 paid for a fee reserve - not allocated to LOSP- see line 118		
Other Payments	0	30,000	30,000	AM fee to LP of \$5,000 and PM fee of \$25,000. Fees fees are paid from a reserve which		
Non-amortizing Loan Prmtnt - Lender 1 (select lender in comments field)	0	0	0	Provide additional comments here, if needed.		
Non-amortizing Loan Prmtnt - Lender 2 (select lender in comments field)	0	0	0	Provide additional comments here, if needed.		
Deferred Developer Fee (Enter: amt <= Max Fee from cell 1130)	0	0	0	Def. Develop. Fee split: 0% Provide additional comments here, if needed.		
TOTAL PAYMENTS PRECEDING MOHCD	0	30,000	30,000	PUPA: 259		
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)	0	22,558	22,558			
Residual Receipts Calculation						
Does Project have a MOHCD Residual Receipt Obligation?	Yes			Project has MOHCD ground lease?		
Will Project Defer Developer Fee?	No			TBD		
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr 1:	33%					
% of Residual Receipts available for distribution to soft debt lenders	67%					
Soft Debt Lenders with Residual Receipts Obligations				Distrib. of Soft Debt Loans		
MOHCD/OCII - Soft Debt Loans			\$7,696,358	45.98%		
MOHCD/OCII - Ground Lease Value				0.00%		
HCD (soft debt loan) - Lender 3			\$9,042,172	54.02%		
Other Soft Debt Lender - Lender 4				0.00%		
Other Soft Debt Lender - Lender 5				0.00%		
MOHCD RESIDUAL RECEIPTS DEBT SERVICE						
MOHCD Residual Receipts Amount Due	6,915	6,915	6,915	67% of residual receipts, multiplied by 45.98% -- MOHCD's pro rata share of all soft debt		
Proposed MOHCD Residual Receipts Amount to Loan Repayment	6,915	6,915	6,915	Enter/override amount of residual receipts proposed for loan repayment.		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lea	0	0	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repymt.		
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE			15,643			
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE						
HCD Residual Receipts Amount Due		8,124	8,124	67% of residual receipts, multiplied by 54.02% -- HCD/TOD's pro rata share of all soft debt		
Lender 4 Residual Receipts Due		0	0			
Lender 5 Residual Receipts Due		0	0			
Total Non-MOHCD Residual Receipts Debt Service			8,124			
REMAINDER (Should be zero unless there are distributions below)			7,519			
Owner Distributions/Incentive Management Fee			7,519	100% of Borrower share of 33% of residual receipts		
Other Distributions/Uses			0			
Final Balance (should be zero)			0			

Application Date: 12/1/2016
 Total # Units: 116
 First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations): 2017

INCOME

	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Residential - Tenant Rents				
Residential - Tenant Assistance Payments (Non-LOSP)	Residential - Tenant Assistance Payments (N	0.00%	100.00%	
Residential - LOSP Tenant Assistance Payments				
Commercial Space				
Residential Parking				
Miscellaneous Rent Income	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Supportive Services Income	Supportive Services Income			
Interest Income - Project Operations				
Laundry and Vending	Projected LOSP Split	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges	Tenant Charges	19.83%	80.17%	
Miscellaneous Residential Income				
Other Commercial Income	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Withdrawal from Capitalized Reserve (deposit to operating account)	Withdrawal from Capitalized Reserve (deposit	0.00%	100.00%	
Gross Potential Income				
Vacancy Loss - Residential - Tenant Rents				
Vacancy Loss - Residential - Tenant Assistance Payments				
Vacancy Loss - Commercial				
EFFECTIVE GROSS INCOME				

OPERATING EXPENSES

	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Management				
Management Fee	Management Fee	0.00%	100.00%	
Asset Management Fee	Asset Management Fee	52.27%	47.73%	
Sub-total Management Expenses				
Salaries/Benefits				
Office Salaries	Office Salaries	18.81%	81.19%	
Manager's Salary	Manager's Salary			
Health Insurance and Other Benefits	Health Insurance and Other Benefits			
Other Salaries/Benefits	Other Salaries/Benefits			
Administrative Rent-Free Unit	Administrative Rent-Free Unit	0.00%	100.00%	
Sub-total Salaries/Benefits				
Administration				
Advertising and Marketing				
Office Expenses				
Office Rent	Projected LOSP Split	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Legal Expense - Property	Legal Expense - Property	19.83%	80.17%	
Audit Expense				
Bookkeeping/Accounting Services	Projected LOSP Split	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Bad Debts	Bad Debts	19.83%	80.17%	
Miscellaneous				
Sub-total Administration Expenses				
Utilities				
Electricity	Projected LOSP Split	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Water		19.83%	80.17%	
Gas				
Sewer				
Sub-total Utilities				
Taxes and Licenses				
Real Estate Taxes	Real Estate Taxes			
Payroll Taxes	Payroll Taxes			
Miscellaneous Taxes, Licenses and Permits				
Sub-total Taxes and Licenses				
Insurance				
Property and Liability Insurance				
Fidelity Bond Insurance	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Worker's Compensation	Worker's Compensation			
Director's & Officers' Liability Insurance				
Sub-total Insurance				
Maintenance & Repair				
Payroll	Projected LOSP Split	LOSP	non-LOSP	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Supplies	Supplies	19.83%	80.17%	
Contracts	Contracts	22.73%	77.27%	
Garbage and Trash Removal	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Security Payroll/Contract	Security Payroll/Contract	72.00%	28.00%	
HVAC Repairs and Maintenance				
Vehicle and Maintenance Equipment Operation and Repairs				
Miscellaneous Operating and Maintenance Expenses				
Sub-total Maintenance & Repair Expenses				
Supportive Services	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Commercial Expenses	Supportive Services	0.00%	100.00%	

TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE

	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Reserves/Ground Lease Base Rent/Bond Fees				
Ground Lease Base Rent				
Bond Monitoring Fee	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Replacement Reserve Deposit	Replacement Reserve Deposit	8.55%	91.45%	
Operating Reserve Deposit	Operating Reserve Deposit	0.00%	100.00%	
Other Required Reserve 1 Deposit	Other Required Reserve 1 Deposit			
Other Required Reserve 2 Deposit				
Required Reserve Deposit/s, Commercial				
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE

NET OPERATING INCOME (INCOME minus OP EXPENSES)

	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
DEBT SERVICE ("hard debt"/amortized loans)				
Hard Debt - First Lender	Hard Debt - First Lender	0.00%	100.00%	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd)	Hard Debt - Second Lender (HCD Program 0	0.00%	100.00%	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			
Hard Debt - Fourth Lender	Hard Debt - Fourth Lender			
Commercial Hard Debt Service				
TOTAL HARD DEBT SERVICE				

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow				
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	Allocation of Commercial Surplus to LOPS/non	100.00%	0.00%	

AVAILABLE CASH FLOW

USES OF CASH FLOW BELOW (This row also shows DSCR.)

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

["Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)]

Partnership Management Fee (see policy for limits)

	Alternative LOSP Split	LOSP	non-LOSP	Approved By (reqd)
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)				
Other Payments	Other Payments	0.00%	100.00%	
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)			
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)				
Deferred Developer Fee (Enter: amt <= Max Fee from cell I130)	Deferred Developer Fee (Enter: amt <= Max F	0.00%	100.00%	

TOTAL PAYMENTS PRECEDING MOHCD

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?

Will Project Defer Developer Fee?

Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr Sum of DD F from LOSP and non-LOSP: 0

% of Residual Receipts available for distribution to soft debt lenders Ratio of Sum of DDF and calculated 50%: #VALUE!

Soft Debt Lenders with Residual Receipts Obligations

MOHCD/OCII - Soft Debt Loans	
MOHCD/OCII - Ground Lease Value	
HCD (soft debt loan) - Lender 3	
Other Soft Debt Lender - Lender 4	
Other Soft Debt Lender - Lender 5	

MOHCD RESIDUAL RECEIPTS DEBT SERVICE

MOHCD Residual Receipts Amount Due	
Proposed MOHCD Residual Receipts Amount to Loan Repayment	
Proposed MOHCD Residual Receipts Amount to Residual Ground Le	

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due	
Lender 4 Residual Receipts Due	
Lender 5 Residual Receipts Due	

Total Non-MOHCD Residual Receipts Debt Service

REMAINDER (Should be zero unless there are distributions below)

Owner Distributions/Incentive Management Fee	
Other Distributions/Uses	
Final Balance (should be zero)	

Armstrong Place

INCOME	Total # Units:		Year 4			Year 5			Year 6		
	Units	Units	2020			2021			2022		
	19.83%	80.17%	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents	1.0%	2.5%	129,205	482,186	611,391	130,497	494,241	624,738	131,802	506,597	638,399
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	3.5%	-	491,659	491,659	-	508,867	508,867	-	526,677	526,677
Residential - LOSP Tenant Assistance Payments	n/a	n/a	215,210	-	215,210	226,410	-	226,410	238,083	-	238,083
Commercial Space	n/a	2.5%	-	-	-	-	-	-	-	-	-
Residential Parking	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Supportive Services Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%	990	4,003	4,994	1,015	4,103	5,118	1,040	4,206	5,246
Tenant Charges	2.5%	2.5%	525	2,124	2,649	538	2,177	2,715	562	2,231	2,793
Miscellaneous Residential Income	2.5%	2.5%	394	1,593	1,987	404	1,633	2,037	414	1,674	2,087
Other Commercial Income	n/a	2.5%	-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	-	67,977	67,977	-	67,977	67,977	-	67,977	67,977
Gross Potential Income			346,324	1,049,542	1,395,867	358,864	1,078,998	1,437,861	371,891	1,109,362	1,481,253
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	(6,460)	(24,109)	(30,570)	(6,525)	(24,712)	(31,237)	(6,590)	(25,330)	(31,920)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a	-	(24,583)	(24,583)	-	(25,443)	(25,443)	-	(26,334)	(26,334)
Vacancy Loss - Commercial	n/a	n/a	-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME			339,864	1,000,850	1,340,714	352,339	1,028,842	1,381,181	365,301	1,057,698	1,422,999

OPERATING EXPENSES Management

Management Fee	0.0%	0.0%	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	14,836	13,546	28,382	15,281	13,982	29,263	15,740	14,371	30,111
Sub-total Management Expenses			14,836	69,706	84,542	15,281	70,112	85,394	15,740	70,531	86,271

Salaries/Benefits

Office Salaries	3.5%	3.5%	9,491	40,965	50,456	9,823	42,399	52,221	10,167	43,882	54,049
Manager's Salary	3.5%	3.5%	10,443	42,221	52,664	10,809	43,699	54,507	11,187	45,228	56,415
Health Insurance and Other Benefits	3.5%	3.5%	6,769	35,450	44,219	9,075	36,691	45,766	9,393	37,975	47,368
Other Salaries/Benefits	3.5%	3.5%	2,238	9,046	11,284	2,316	9,363	11,679	2,397	9,690	12,087
Administrative Rent-Free Unit	3.5%	3.5%	-	10,314	10,314	-	10,675	10,675	-	11,049	11,049
Sub-total Salaries/Benefits			30,940	137,996	168,936	32,023	142,826	174,848	33,144	147,824	180,968

Administration

Advertising and Marketing	3.5%	3.5%	171	690	861	177	714	891	183	739	922
Office Expenses	3.5%	3.5%	4,931	19,936	24,867	5,104	20,633	25,737	5,282	21,356	26,638
Office Rent	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%	1,092	4,416	5,508	1,130	4,570	5,701	1,170	4,730	5,900
Audit Expense	3.5%	3.5%	2,230	9,016	11,246	2,308	9,331	11,639	2,389	9,659	12,047
Bookkeeping/Accounting Services	3.5%	3.5%	1,396	5,483	6,879	1,404	5,675	7,079	1,453	5,874	7,326
Bad Debts	3.5%	3.5%	883	2,760	3,443	707	2,887	3,583	731	2,956	3,688
Miscellaneous	3.5%	3.5%	3,691	14,922	18,613	3,820	15,444	19,284	3,954	15,985	19,939
Sub-total Administration Expenses			14,154	57,222	71,376	14,649	59,225	73,874	15,162	61,298	76,460

Utilities

Electricity	5.0%	5.0%	9,665	39,076	48,742	10,149	41,030	51,179	10,656	43,082	53,738
Water	5.0% <td>5.0%</td> <td>6,990</td> <td>28,260</td> <td>35,250</td> <td>7,340</td> <td>29,673</td> <td>37,012</td> <td>7,706</td> <td>31,156</td> <td>38,863</td>	5.0%	6,990	28,260	35,250	7,340	29,673	37,012	7,706	31,156	38,863
Gas	5.0% <td>5.0%</td> <td>5,785</td> <td>23,387</td> <td>29,172</td> <td>6,074</td> <td>24,557</td> <td>30,631</td> <td>6,378</td> <td>25,785</td> <td>32,162</td>	5.0%	5,785	23,387	29,172	6,074	24,557	30,631	6,378	25,785	32,162
Sewer	5.0% <td>5.0%</td> <td>10,365</td> <td>41,902</td> <td>52,267</td> <td>10,883</td> <td>43,997</td> <td>54,980</td> <td>11,427</td> <td>46,197</td> <td>57,624</td>	5.0%	10,365	41,902	52,267	10,883	43,997	54,980	11,427	46,197	57,624
Sub-total Utilities			32,805	132,625	165,430	34,445	139,257	173,792	36,167	146,220	182,387

Taxes and Licenses

Real Estate Taxes	3.5%	3.5%	60	244	304	62	262	315	65	261	326
Payroll Taxes	3.5%	3.5%	3,811	14,598	18,209	3,737	15,109	18,846	3,868	15,638	19,506
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%	683	2,760	3,443	707	2,857	3,563	731	2,956	3,688
Sub-total Taxes and Licenses			4,354	17,602	21,956	4,506	18,218	22,724	4,664	18,856	23,520

Insurance

Property and Liability Insurance	6.0%	6.0%	18,894	76,387	95,281	20,028	80,970	100,998	21,230	85,828	107,058
Fidelity Bond Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%	2,889	11,679	14,567	2,990	12,087	15,077	3,094	12,510	15,605
Director's & Officers' Liability Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Sub-total Insurance			21,783	88,066	109,848	23,018	93,058	116,075	24,324	98,339	122,663

Maintenance & Repair

Payroll	3.5%	3.5%	16,872	68,211	85,083	17,462	70,598	88,061	18,074	73,069	91,143
Supplies	3.5%	3.5%	7,236	29,255	36,491	7,489	30,279	37,768	7,782	31,339	39,090
Contracts	3.5%	3.5%	22,174	75,393	97,567	22,950	78,032	100,882	23,754	80,763	104,516
Garbage and Trash Removal	3.5%	3.5%	9,148	36,983	46,130	9,468	38,277	47,745	9,799	39,617	49,416
Security Payroll/Contract	3.5%	3.5%	156,155	60,727	216,882	161,620	62,852	224,473	167,277	65,052	232,329
HVAC Repairs and Maintenance	3.5%	3.5%	182	736	918	188	782	950	195	789	983
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%	341	1,380	1,721	353	1,428	1,782	366	1,478	1,844
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses			212,108	272,684	348,793	219,532	282,228	350,781	227,216	292,106	359,322

Supportive Services

Commercial Expenses	3.5%	3.5%	-	44,983	44,983	-	46,557	46,557	-	48,187	48,187
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

PUPA (w/o Reserves/GL Base Rent/Bond Fees)			330,980	820,884	1,151,865	343,455	851,481	1,194,936	356,417	883,361	1,239,777
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent			-	-	-	-	-	-	-	-	-
Bond Monitoring Fee			-	-	-	-	-	-	-	-	-
Replacement Reserve Deposit			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit			-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES

PUPA (w/ Reserves/GL Base Rent/Bond Fees)			339,864	915,879	1,255,744	352,339	946,476	1,298,815	365,301	978,356	1,343,656
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NET OPERATING INCOME (INCOME minus OP EXPENSES)

			-	84,971	84,971	-	82,366	82,366	-	79,343	79,343
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DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender			-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt., or other 2nd Lender)			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow			-	46,994	46,994	-	44,389	44,389	-	41,366	41,366
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Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)

AVAILABLE CASH FLOW			-	46,994	46,994	-	44,389	44,389	-	41,366	41,366
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USES OF CASH FLOW BELOW (This row also shows DSCR.)

DSCR:			-	2.24	2.24	-	2.17	2.17	-	2.09	2.09
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USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

Below-the-line Asset Mgt fee (uncommon in new projects, see policy)	0.0%	0.0%	-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)	0.0%	0.0%</									

Armstrong Place

INCOME	Total # Units: 116	LOSP Units 23 19.83%	Non-LOSP Units 93 80.17%	Comments (related to annual inc assumptions)	Year 7 2023			Year 8 2024			Year 9 2025		
					% annual inc LOSP	% annual increase	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP
Residential - Tenant Rents				rents fluctuate - no increase assumed for LOSP	133,120	519,262	652,381	134,451	532,243	666,694	135,795	545,550	681,345
Residential - Tenant Assistance Payments (Non-LOSP)		n/a	3.5%	factored in proposed HUD increase in 2017. Waiting for HUD approval.	-	545,111	545,111	-	564,190	564,190	-	583,936	583,936
Residential - LOSP Tenant Assistance Payments		n/a	n/a		250,250	-	250,250	262,931	-	262,931	276,148	-	276,148
Commercial Space		n/a	2.5%		-	-	-	-	-	-	-	-	-
Residential Parking		2.0%	2.0%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income		2.0%	2.0%		-	-	-	-	-	-	-	-	-
Supportive Services Income		2.0%	2.0%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations		2.0%	2.0%		-	-	-	-	-	-	-	-	-
Laundry and Vending		2.5%	2.5%		1,066	4,311	5,378	1,093	4,419	5,512	1,120	4,629	5,650
Tenant Charges		2.5%	2.5%		566	2,287	2,853	580	2,344	2,924	594	2,403	2,997
Miscellaneous Residential Income		2.5%	2.5%		424	1,715	2,140	435	1,758	2,193	446	1,802	2,248
Other Commercial Income		n/a	2.5%		-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)		n/a	n/a	Link from Reserve Section below, as applicable	-	67,977	67,977	-	67,977	67,977	-	67,977	67,977
Gross Potential Income					385,426	1,140,663	1,526,089	399,469	1,172,932	1,572,421	414,104	1,206,197	1,620,301
Vacancy Loss - Residential - Tenant Rents		n/a	n/a	Enter formulas manually per relevant MOH	(6,656)	(25,963)	(32,619)	(6,723)	(26,612)	(33,335)	(6,790)	(27,277)	(34,067)
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a	policy: annual incrementing usually not	-	(27,256)	(27,256)	-	(28,209)	(28,209)	-	(29,197)	(29,197)
Vacancy Loss - Commercial		n/a	n/a	appropriate	-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME					378,770	1,087,445	1,466,215	392,767	1,118,110	1,510,877	407,314	1,149,723	1,557,037

OPERATING EXPENSES Management

Management Fee	0.0%	0.0%	Fees are set by HUD - for purposes of proforma, assume some escalation.	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	Prop Mgmt for LOSP and TCRC units. Increase 1 per LPA	16,212	14,802	31,014	16,698	15,246	31,944	17,199	15,704	32,903
Sub-total Management Expenses				16,212	70,962	87,174	16,698	71,406	88,104	17,199	71,864	89,063

Salaries/Benefits

Office Salaries	3.5%	3.5%	Manager's salary to increase to \$47,500 in 2017 to be in compliance with fed and state requirements	10,622	45,418	55,941	10,891	47,008	57,899	11,272	48,653	59,925
Manager's Salary	3.5%	3.5%		11,579	46,811	58,390	11,984	48,449	60,433	12,403	50,145	62,548
Health Insurance and Other Benefits	3.5%	3.5%		9,722	39,304	49,026	10,062	40,680	50,742	10,414	42,104	52,518
Other Salaries/Benefits	3.5%	3.5%		2,481	10,030	12,510	2,568	10,381	12,948	2,857	10,744	13,401
Administrative Rent-Free Unit	3.5%	3.5%		-	11,435	11,435	-	11,835	11,835	-	12,250	12,250
Sub-total Salaries/Benefits				34,304	152,998	187,302	35,504	158,353	193,858	36,747	163,896	200,643

Administration

Advertising and Marketing	3.5%	3.5%		189	765	954	196	792	988	203	819	1,022
Office Expenses	3.5%	3.5%		5,467	22,103	27,570	5,659	22,877	28,535	5,857	23,677	29,534
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,211	4,896	6,107	1,253	5,067	6,321	1,297	5,245	6,542
Audit Expense	3.5%	3.5%		2,472	9,996	12,468	2,559	10,346	12,905	2,649	10,708	13,356
Bookkeeping/Accounting Services	3.5%	3.5%		1,504	6,079	7,583	1,556	6,292	7,848	1,611	6,512	8,123
Bad Debts	3.5%	3.5%		757	3,060	3,817	783	3,167	3,950	811	3,278	4,089
Miscellaneous	3.5%	3.5%		4,092	16,544	20,636	4,235	17,123	21,359	4,384	17,723	22,106
Sub-total Administration Expenses				15,893	63,443	79,136	16,242	65,664	81,906	16,810	67,962	84,772

Utilities

Electricity	5.0%	5.0%		11,189	45,236	56,425	11,749	47,497	59,246	12,336	49,672	62,208
Water	5.0%	5.0%		8,092	32,714	40,806	8,496	34,350	42,846	8,921	36,067	44,989
Gas	5.0%	5.0%		6,697	27,074	33,770	7,032	28,427	35,459	7,383	29,849	37,232
Sewer	5.0%	5.0%		11,986	48,507	60,505	12,598	50,932	63,531	13,228	53,479	66,707
Sub-total Utilities				37,976	153,531	191,506	39,874	161,207	201,082	41,668	169,268	211,136

Taxes and Licenses

Real Estate Taxes	3.5%	3.5%		67	270	337	69	280	349	72	290	361
Payroll Taxes	3.5%	3.5%		4,003	16,185	20,189	4,144	16,752	20,895	4,289	17,338	21,627
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		757	3,060	3,817	783	3,167	3,950	811	3,278	4,089
Sub-total Taxes and Licenses				4,827	19,516	24,343	4,996	20,199	25,195	5,171	20,906	26,077

Insurance

Property and Liability Insurance	6.0%	6.0%	our premiums have been increasing at higher rate - 8-12%. Replacement values reduced, so premium to be \$80k in 2017.	22,503	90,978	113,482	23,854	96,437	120,290	25,285	102,223	127,508
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		3,203	12,948	16,151	3,315	13,401	16,716	3,431	13,871	17,301
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				25,706	103,926	129,633	27,169	109,838	137,007	28,716	116,094	144,809

Maintenance & Repair

Payroll	3.5%	3.5%		18,796	75,627	94,333	19,361	78,274	97,635	20,039	81,013	101,052
Supplies	3.5%	3.5%		8,023	32,436	40,458	8,304	33,571	41,875	8,694	34,746	43,340
Contracts	3.5%	3.5%	Maintaining at \$88k in 2017.	24,585	83,589	108,174	25,446	86,515	111,961	26,336	89,543	115,879
Garbage and Trash Removal	3.5%	3.5%		10,142	41,003	51,146	10,497	42,439	52,936	10,865	43,924	54,788
Security Payroll/Contract	3.5%	3.5%		173,132	67,329	240,461	179,191	69,686	248,877	185,463	72,125	257,588
HVAC Repairs and Maintenance	3.5%	3.5%		202	816	1,018	209	845	1,053	218	874	1,090
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		376	1,530	1,908	392	1,594	1,975	405	1,639	2,044
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				235,168	302,330	537,499	243,399	312,912	556,311	251,918	323,864	575,782

Supportive Services

Commercial Expenses	3.5%	3.5%		-	49,873	49,873	-	51,619	51,619	-	53,426	53,426
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

PUPA (w/o Reserves/GL Base Rent/Bond Fees)				369,886	916,580	1,286,466	383,883	951,198	1,335,081	398,430	987,277	1,385,707
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent				-	-	-	-	-	-	-	-	-
Bond Monitoring Fee				-	-	-	-	-	-	-	-	-
Replacement Reserve Deposit				8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposits, Commercial				-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES

PUPA (w/ Reserves/GL Base Rent/Bond Fees)				378,770	1,011,575	1,390,345	392,767	1,046,193	1,438,960	407,314	1,082,272	1,489,586
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NET OPERATING INCOME (INCOME minus OP EXPENSES)

					75,870	75,870		71,917	71,917		67,451	67,451
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DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt., or other 2nd Lender)			Enter comments re: annual increase, etc.	-	37,977	37,977	-	37,977	37,977	-	37,977	37,977
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service				-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE					37,977	37,977		37,977	37,977		37,977	37,977

CASH FLOW (NOI minus DEBT SERVICE)

Armstrong Place

INCOME	Total # Units:		Year 10			Year 11			Year 12		
	LOSP	Non-LOSP	2026			2027			2028		
	Units	Units	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents	19.83%	80.17%	137,163	559,188	696,341	138,525	573,168	711,693	138,910	587,497	727,407
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	3.5%	-	604,374	604,374	-	625,527	625,527	-	647,421	647,421
Residential - LOSP Tenant Assistance Payments	n/a	n/a	289,923	-	289,923	304,280	-	304,280	319,243	-	319,243
Commercial Space	n/a	2.5%	-	-	-	-	-	-	-	-	-
Residential Parking	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Supportive Services Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%	1,148	4,643	5,791	1,177	4,759	5,936	1,207	4,878	6,084
Tenant Charges	2.5%	2.5%	609	2,463	3,072	624	2,525	3,149	640	2,588	3,228
Miscellaneous Residential Income	2.5%	2.5%	457	1,847	2,304	468	1,893	2,362	480	1,941	2,421
Other Commercial Income	n/a	2.5%	-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	-	67,977	67,977	-	67,977	67,977	-	67,977	67,977
Gross Potential Income			429,291	1,240,492	1,669,783	445,074	1,275,849	1,720,923	461,479	1,312,301	1,773,780
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	(6,858)	(27,959)	(34,817)	(6,926)	(28,656)	(36,585)	(6,965)	(29,375)	(36,370)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a	-	-	-	-	-	-	-	-	-
Vacancy Loss - Commercial	n/a	n/a	-	(30,219)	(30,219)	-	(31,276)	(31,276)	-	(32,371)	(32,371)
EFFECTIVE GROSS INCOME			422,433	1,182,314	1,604,747	438,148	1,215,914	1,654,062	454,484	1,250,555	1,705,039

OPERATING EXPENSES Management

Management Fee	0.0%	0.0%	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	17,715	16,175	33,890	18,247	16,660	34,907	16,794	17,160	33,954
Sub-total Management Expenses			17,715	72,335	90,050	18,247	72,820	91,067	18,794	73,320	92,114

Salaries/Benefits

Office Salaries	3.5%	3.5%	11,686	50,356	62,023	12,075	52,119	64,193	12,497	53,943	66,440
Manager's Salary	3.5%	3.5%	12,837	51,900	64,738	13,287	53,717	67,003	13,752	55,597	69,349
Health Insurance and Other Benefits	3.5%	3.5%	10,779	43,577	54,356	11,156	45,102	56,258	11,547	46,681	58,228
Other Salaries/Benefits	3.5%	3.5%	2,751	11,120	13,870	2,847	11,509	14,356	2,946	11,912	14,858
Administrative Rent-Free Unit	3.5%	3.5%	-	12,678	12,678	-	13,522	13,522	-	13,581	13,581
Sub-total Salaries/Benefits			38,033	169,632	207,665	39,364	175,569	214,933	40,742	181,714	222,456

Administration

Advertising and Marketing	3.5%	3.5%	210	848	1,058	217	878	1,093	225	909	1,133
Office Expenses	3.5%	3.5%	6,062	24,506	30,568	6,274	25,364	31,638	6,493	26,252	32,745
Office Rent	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%	1,343	5,428	6,771	1,390	5,618	7,008	1,438	5,815	7,253
Audit Expense	3.5%	3.5%	2,741	11,083	13,824	2,837	11,470	14,308	2,937	11,872	14,808
Bookkeeping/Accounting Services	3.5%	3.5%	1,667	6,740	8,407	1,725	6,976	8,701	1,786	7,220	9,006
Bad Debts	3.5%	3.5%	839	3,393	4,232	869	3,511	4,380	899	3,634	4,533
Miscellaneous	3.5%	3.5%	4,537	18,343	22,880	4,696	18,985	23,681	4,860	19,649	24,510
Sub-total Administration Expenses			17,989	70,341	87,739	18,008	72,802	90,810	18,638	75,351	93,988

Utilities

Electricity	5.0%	5.0%	12,953	52,366	65,319	13,600	54,984	68,585	14,280	57,733	72,014
Water	5.0%	5.0%	9,367	37,871	47,238	9,836	39,764	49,600	10,327	41,752	52,080
Gas	5.0%	5.0%	7,752	31,341	39,093	8,140	32,908	41,048	8,547	34,554	43,101
Sewer	5.0%	5.0%	13,889	56,153	70,042	14,584	58,961	73,545	15,313	61,909	77,222
Sub-total Utilities			43,962	177,731	221,693	46,160	186,617	232,777	48,468	195,948	244,416

Taxes and Licenses

Real Estate Taxes	3.5%	3.5%	74	300	374	77	310	387	79	321	400
Payroll Taxes	3.5%	3.5%	4,439	17,945	22,384	4,594	18,573	23,167	4,755	19,223	23,978
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%	839	3,393	4,232	869	3,511	4,380	899	3,634	4,533
Sub-total Taxes and Licenses			5,352	21,637	26,989	5,539	22,395	27,934	5,733	23,178	28,912

Insurance

Property and Liability Insurance	6.0%	6.0%	26,802	108,356	135,158	28,410	114,858	143,268	30,115	121,749	151,864
Fidelity Bond Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%	3,551	14,356	17,907	3,675	14,858	18,534	3,804	15,378	19,182
Director's & Officers' Liability Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Sub-total Insurance			30,353	122,712	153,065	32,085	129,716	161,801	33,918	137,128	171,046

Maintenance & Repair

Payroll	3.5%	3.5%	20,740	83,849	104,589	21,466	86,784	108,249	22,217	89,821	112,038
Supplies	3.5% <td>3.5%</td> <td>8,895</td> <td>35,962</td> <td>44,857</td> <td>9,206</td> <td>37,221</td> <td>46,427</td> <td>9,529</td> <td>38,223</td> <td>48,052</td>	3.5%	8,895	35,962	44,857	9,206	37,221	46,427	9,529	38,223	48,052
Contracts	3.5% <td>3.5%</td> <td>27,258</td> <td>107,677</td> <td>134,933</td> <td>28,212</td> <td>110,921</td> <td>138,676</td> <td>29,199</td> <td>115,928</td> <td>145,090</td>	3.5%	27,258	107,677	134,933	28,212	110,921	138,676	29,199	115,928	145,090
Garbage and Trash Removal	3.5% <td>3.5%</td> <td>11,245</td> <td>45,461</td> <td>56,706</td> <td>11,638</td> <td>47,052</td> <td>58,691</td> <td>12,046</td> <td>48,699</td> <td>60,745</td>	3.5%	11,245	45,461	56,706	11,638	47,052	58,691	12,046	48,699	60,745
Security Payroll/Contract	3.5% <td>3.5%</td> <td>191,954</td> <td>74,649</td> <td>266,603</td> <td>198,673</td> <td>77,262</td> <td>275,934</td> <td>205,626</td> <td>79,966</td> <td>285,592</td>	3.5%	191,954	74,649	266,603	198,673	77,262	275,934	205,626	79,966	285,592
HVAC Repairs and Maintenance	3.5% <td>3.5%</td> <td>224</td> <td>905</td> <td>1,128</td> <td>232</td> <td>936</td> <td>1,168</td> <td>240</td> <td>969</td> <td>1,209</td>	3.5%	224	905	1,128	232	936	1,168	240	969	1,209
Vehicle and Maintenance Equipment Operation and Repairs	3.5% <td>3.5%</td> <td>420</td> <td>1,696</td> <td>2,116</td> <td>434</td> <td>1,756</td> <td>2,190</td> <td>449</td> <td>1,817</td> <td>2,267</td>	3.5%	420	1,696	2,116	434	1,756	2,190	449	1,817	2,267
Miscellaneous Operating and Maintenance Expenses	3.5% <td>3.5%</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td>	3.5%	-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses			260,735	335,199	595,934	269,861	346,931	616,792	279,306	359,073	638,380

Supportive Services

Commercial Expenses	3.5%	3.5%	-	55,295	55,295	-	57,231	57,231	-	59,234	59,234
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

PUPA (w/o Reserves/GL Base Rent/Bond Fees)			413,549	1,024,882	1,438,431	429,264	1,064,081	1,493,346	445,600	1,104,946	1,550,546
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent			-	-	-	-	-	-	-	-	-
Bond Monitoring Fee			-	-	-	-	-	-	-	-	-
Replacement Reserve Deposit			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit			-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES

PUPA (w/ Reserves/GL Base Rent/Bond Fees)			422,433	1,119,877	1,542,310	438,148	1,159,076	1,597,225	454,484	1,199,941	1,654,425
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NET OPERATING INCOME (INCOME minus OP EXPENSES)

			-	62,437	62,437	-	56,838	56,838	-	50,614	50,614
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DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender			-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt., or other 2nd Lender)			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow			-	24,460	24,460	-	18,861	18,861	-	12,637	12,637
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)			-	-	-	-	-	-	-	-	-
AVAILABLE CASH FLOW			-	24,460	24,460	-	18,861	18,861	-	12,637	12,637

USES OF CASH FLOW BELOW (This row also shows DSCR.)

DSCR:			-	1.64		-	1.5		-	1.33	
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USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0.0%	0.0%	-	-	-
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Armstrong Place

INCOME	Total # Units:	LOSP		Non-LOSP		Year 13			Year 14			Year 15				
		Units	Units	Units	Units	2029			2030			2031				
		116	23	93	19.83%	80.17%	% annual inc LOSP	% annual increase	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP
Residential - Tenant Rents								141,309	602,185	743,494	142,722	617,239	759,961	144,149	632,670	776,820
Residential - Tenant Assistance Payments (Non-LOSP)								-	-	-	-	-	-	-	-	-
Residential - LOSP Tenant Assistance Payments								334,837	-	670,080	334,837	351,090	693,533	351,090	368,029	717,807
Commercial Space								-	-	-	-	-	-	-	-	-
Residential Parking								-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income								-	-	-	-	-	-	-	-	-
Supportive Services Income								-	-	-	-	-	-	-	-	-
Interest Income - Project Operations								-	-	-	-	-	-	-	-	-
Laundry and Vending								1,237	5,000	6,236	1,268	5,125	6,392	1,299	5,253	6,552
Tenant Charges								656	2,652	3,308	672	2,719	3,391	689	2,787	3,476
Miscellaneous Residential Income								492	1,989	2,481	504	2,039	2,543	517	2,090	2,607
Other Commercial Income								-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)								-	67,977	67,977	-	67,977	67,977	-	67,977	67,977
Gross Potential Income								478,531	1,349,883	1,828,414	496,257	1,388,632	1,884,889	514,684	1,428,584	1,943,268
Vacancy Loss - Residential - Tenant Rents								(7,065)	(30,109)	(37,175)	(7,130)	(30,862)	(37,998)	(7,207)	(31,634)	(38,841)
Vacancy Loss - Residential - Tenant Assistance Payments								-	(33,504)	(33,504)	-	(34,677)	(34,677)	-	(35,890)	(35,890)
Vacancy Loss - Commercial								-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME								471,466	1,286,270	1,757,736	489,127	1,323,093	1,812,214	507,477	1,361,060	1,868,536

OPERATING EXPENSES Management

Management Fee	0.0%	0.0%	Fees are set by HUD - for purposes of proforma, assume some escalation.	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	Prop Mgt for LOSP and TCRC units. Increase 1 per LPA.	19,358	17,675	37,032	19,939	18,205	38,143	20,537	18,751	39,288	20,537	18,751	39,288
Sub-total Management Expenses				19,358	73,835	93,192	19,939	74,365	94,303	20,537	74,911	95,448	20,537	74,911	95,448

Salaries/Benefits

Office Salaries	3.5%	3.5%	Manager's salary to increase to \$47,500 in 2017 to be in compliance with fed and state requirements	12,935	55,831	68,766	13,388	57,785	71,172	13,856	59,807	73,663	13,856	59,807	73,663
Manager's Salary	3.5%	3.5%		14,233	57,543	71,776	14,731	59,557	74,288	15,247	61,641	76,888	15,247	61,641	76,888
Health Insurance and Other Benefits	3.5%	3.5%		11,951	48,315	60,265	12,369	50,006	62,375	12,802	51,756	64,558	12,802	51,756	64,558
Other Salaries/Benefits	3.5%	3.5%		3,050	12,329	15,378	3,156	12,760	15,917	3,267	13,207	16,474	3,267	13,207	16,474
Administrative Rent-Free Unit	3.5%	3.5%		-	14,057	14,057	-	14,549	14,549	-	15,058	15,058	-	15,568	15,568
Sub-total Salaries/Benefits				42,189	188,074	230,242	43,644	194,657	238,301	45,172	201,469	246,641	45,172	201,469	246,641

Administration

Advertising and Marketing	3.5%	3.5%		233	940	1,173	241	973	1,214	249	1,007	1,257	249	1,007	1,257
Office Expenses	3.5%	3.5%		6,721	27,170	33,891	6,956	28,121	35,077	7,199	29,106	36,305	7,199	29,106	36,305
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,489	6,018	7,507	1,541	6,229	7,770	1,595	6,447	8,042	1,595	6,447	8,042
Audit Expense	3.5%	3.5%		3,039	12,287	15,327	3,146	12,718	15,863	3,256	13,163	16,418	3,256	13,163	16,418
Bookkeeping/Accounting Services	3.5%	3.5%		1,848	7,473	9,321	1,913	7,734	9,647	1,980	8,005	9,985	1,980	8,005	9,985
Bad Debts	3.5%	3.5%		930	3,761	4,692	963	3,893	4,856	997	4,029	5,026	997	4,029	5,026
Miscellaneous	3.5%	3.5%		5,030	20,337	25,367	5,206	21,042	26,255	5,389	21,786	27,174	5,389	21,786	27,174
Sub-total Administration Expenses				19,280	77,988	97,278	19,965	80,717	100,683	20,664	83,543	104,207	20,664	83,543	104,207

Utilities

Electricity	5.0%	5.0%		14,994	60,620	75,615	15,744	63,651	79,395	16,531	66,834	83,365	16,531	66,834	83,365
Water	5.0%	5.0%		10,844	43,840	54,684	11,386	46,032	57,418	11,955	48,334	60,289	11,955	48,334	60,289
Gas	5.0%	5.0%		8,974	36,281	45,256	9,423	38,095	47,518	9,894	40,000	49,894	9,894	40,000	49,894
Sewer	5.0%	5.0%		16,079	65,094	81,083	16,883	68,294	85,137	17,727	71,067	89,394	17,727	71,067	89,394
Sub-total Utilities				50,891	205,746	256,637	53,436	216,033	269,468	56,107	226,835	282,942	56,107	226,835	282,942

Taxes and Licenses

Real Estate Taxes	3.5%	3.5%		82	332	414	85	344	429	88	356	444	88	356	444
Payroll Taxes	3.5%	3.5%		4,821	19,896	24,817	5,093	20,592	25,686	5,272	21,313	26,585	5,272	21,313	26,585
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		930	3,761	4,692	963	3,893	4,856	997	4,029	5,026	997	4,029	5,026
Sub-total Taxes and Licenses				5,934	23,990	29,923	6,142	24,829	30,971	6,356	25,698	32,055	6,356	25,698	32,055

Insurance

Property and Liability Insurance	6.0%	6.0%	Our premiums have been increasing at higher rate - 8-12%. Replacement values reduced, so premium to be \$80k in 2017.	31,921	129,054	160,976	33,837	136,797	170,634	35,867	145,005	180,872	35,867	145,005	180,872
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		3,937	15,917	19,854	4,075	16,474	20,549	4,217	17,050	21,268	4,217	17,050	21,268
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Insurance				35,858	144,971	180,829	37,912	153,271	191,183	40,084	162,056	202,140	40,084	162,056	202,140

Maintenance & Repair

Payroll	3.5%	3.5%		22,995	92,995	115,999	23,800	96,218	120,018	24,633	99,598	124,219	24,633	99,598	124,219
Supplies	3.5%	3.5%		9,862	39,872	49,734	10,207	41,267	51,474	10,565	42,711	53,276	10,565	42,711	53,276
Contracts	3.5%	3.5%	Maintaining at \$88k in 2017.	30,221	102,753	132,974	31,279	106,349	137,628	32,374	110,071	142,445	32,374	110,071	142,445
Garbage and Trash Removal	3.5%	3.5%		12,467	50,404	62,871	12,904	52,168	65,072	13,355	53,994	67,349	13,355	53,994	67,349
Security Payroll/Contract	3.5%	3.5%		212,823	82,765	295,588	220,272	85,661	305,933	227,961	88,659	316,641	227,961	88,659	316,641
HVAC Repairs and Maintenance	3.5%	3.5%		249	1,003	1,251	257	1,038	1,295	266	1,075	1,340	266	1,075	1,340
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		465	1,881	2,346	481	1,947	2,438	498	2,015	2,513	498	2,015	2,513
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				289,082	371,641	460,723	299,200	384,648	483,846	309,672	398,111	507,783	309,672	398,111	507,783

Supportive Services

Commercial Expenses	3.5%	3.5%		-	61,307	61,307	-	63,453	63,453	-	65,674	65,674	-	65,674	65,674
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

PUPA (w/o Reserves/GL Base Rent/Bond Fees)				462,582	1,147,551	1,610,132	480,237	1,191,974	1,672,210	498,593	1,238,296	1,736,889
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent				-	-	-	-	-	-	-	-	-
Bond Monitoring Fee				-	-	-	-	-	-	-	-	-
Replacement Reserve Deposit				8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial				-	-	-	-	-				

Armstrong Place

INCOME	Total # Units:		Year 16			Year 17			Year 18		
	Units	Units	2032			2033			2034		
	19.83%	80.17%	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents	1.0%	2.5%	145,591	648,487	794,078	147,047	664,699	811,746	148,517	681,317	829,834
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	3.5%	-	-	742,930	-	-	742,930	-	-	742,930
Residential - LOSP Tenant Assistance Payments	n/a	n/a	385,684	-	-	404,083	-	-	404,083	-	-
Commercial Space	n/a	2.5%	-	-	-	-	-	-	-	-	-
Residential Parking	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Supportive Services Income	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.0%	2.0%	-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%	1,332	5,384	6,716	1,365	5,519	6,884	1,399	5,657	7,056
Tenant Charges	2.5%	2.5%	707	2,856	3,563	724	2,928	3,652	742	3,001	3,743
Miscellaneous Residential Income	2.5%	2.5%	530	2,142	2,672	543	2,196	2,739	557	2,251	2,807
Other Commercial Income	n/a	2.5%	-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	-	-	-	-	-	-	-	-	-
Gross Operating Income			533,843	1,469,777	2,003,619	553,763	1,512,251	2,066,014	574,476	1,556,047	2,130,523
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	(7,280)	(32,424)	(39,704)	(7,352)	(32,235)	(40,587)	(7,426)	(34,066)	(41,492)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a	-	-	-	-	-	-	-	-	-
Vacancy Loss - Commercial	n/a	n/a	(37,147)	-	-	(38,447)	-	-	(39,792)	-	-
EFFECTIVE GROSS INCOME			526,563	1,400,206	1,926,769	546,410	1,440,569	1,985,980	567,050	1,482,189	2,049,239

OPERATING EXPENSES Management

Management Fee	0.0%	0.0%	-	56,160	56,160	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	21,153	19,313	40,466	21,787	19,893	41,680	22,441	20,490	42,931
Sub-total Management Expenses			21,153	75,473	96,626	21,787	76,053	97,840	22,441	76,650	99,091

Salaries/Benefits

Office Salaries	3.5%	3.5%	14,341	61,901	76,242	14,843	64,067	78,910	15,362	66,309	81,672
Manager's Salary	3.5%	3.5%	15,781	63,799	79,579	16,333	66,031	82,364	16,904	68,343	85,247
Health Insurance and Other Benefits	3.5%	3.5%	13,250	53,568	66,817	13,714	55,442	69,156	14,194	57,383	71,576
Other Salaries/Benefits	3.5%	3.5%	3,381	13,669	17,050	3,499	14,148	17,647	3,622	14,643	18,265
Administrative Rent-Free Unit	3.5%	3.5%	-	15,585	15,585	-	16,131	16,131	-	16,695	16,695
Sub-total Salaries/Benefits			46,753	208,521	255,273	48,389	215,819	264,208	50,082	223,373	273,455

Administration

Advertising and Marketing	3.5%	3.5%	258	1,043	1,300	267	1,079	1,346	276	1,117	1,393
Office Expenses	3.5%	3.5%	7,451	30,124	37,575	7,712	31,179	38,891	7,982	32,270	40,252
Office Rent	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%	1,690	6,673	8,323	1,708	6,906	8,614	1,788	7,148	8,916
Audit Expense	3.5%	3.5%	3,370	13,623	16,993	3,488	14,100	17,588	3,610	14,594	18,203
Bookkeeping/Accounting Services	3.5%	3.5%	2,049	8,285	10,335	2,121	8,575	10,696	2,195	8,875	11,071
Bad Debts	3.5%	3.5%	1,032	4,170	5,202	1,068	4,316	5,384	1,105	4,467	5,572
Miscellaneous	3.5%	3.5%	5,577	22,548	28,125	5,772	23,337	29,110	5,974	24,154	30,128
Sub-total Administration Expenses			21,387	86,466	107,854	22,136	89,493	111,629	22,911	92,625	115,536

Utilities

Electricity	5.0%	5.0%	17,398	70,175	87,533	18,226	73,684	91,910	19,137	77,368	96,505
Water	5.0%	5.0%	12,553	50,750	63,303	13,181	53,288	66,469	13,840	55,952	69,792
Gas	5.0%	5.0%	10,389	42,000	52,389	10,908	44,100	55,008	11,454	46,305	57,759
Sewer	5.0%	5.0%	18,613	75,250	93,864	19,544	79,013	98,557	20,521	82,954	103,485
Sub-total Utilities			58,953	238,174	297,089	61,858	250,085	311,944	64,951	262,599	327,541

Taxes and Licenses

Real Estate Taxes	3.5%	3.5%	91	368	460	94	381	476	98	395	492
Payroll Taxes	3.5%	3.5%	5,456	22,059	27,515	5,647	22,831	28,478	5,845	23,630	29,475
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%	1,032	4,170	5,202	1,068	4,316	5,384	1,105	4,467	5,572
Sub-total Taxes and Licenses			6,579	26,598	33,177	6,809	27,529	34,338	7,048	28,492	35,540

Insurance

Property and Liability Insurance	6.0%	6.0%	38,019	153,706	191,725	40,300	162,928	203,228	42,718	172,704	215,422
Fidelity Bond Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%	4,365	17,647	22,012	4,518	18,265	22,783	4,676	18,904	23,580
Director's & Officers' Liability Insurance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Sub-total Insurance			42,384	171,353	213,737	44,818	181,193	226,011	47,394	191,608	239,002

Maintenance & Repair

Payroll	3.5%	3.5%	25,495	103,072	128,566	26,387	106,679	133,066	27,311	110,413	137,723
Supplies	3.5%	3.5%	10,934	44,206	55,141	11,317	45,754	57,071	11,713	47,355	59,068
Contracts	3.5%	3.5%	33,507	133,924	147,431	34,660	137,911	152,591	36,894	145,088	181,831
Garbage and Trash Removal	3.5%	3.5%	13,823	55,883	69,706	14,307	57,839	72,146	14,807	59,864	74,671
Security Payroll/Contract	3.5%	3.5%	235,961	91,763	327,723	244,219	94,974	339,194	252,767	98,298	351,065
HVAC Repairs and Maintenance	3.5%	3.5%	-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%	275	1,112	1,387	285	1,151	1,436	295	1,191	1,486
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%	516	2,085	2,601	534	2,158	2,692	553	2,234	2,788
Sub-total Maintenance & Repair Expenses			320,511	412,045	532,555	331,728	426,467	538,195	343,339	441,393	564,732

Supportive Services

Commercial Expenses	3.5%	3.5%	-	67,972	67,972	-	70,351	70,351	-	72,814	72,814
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

PUPA (w/o Reserves/GL Base Rent/Bond Fees)			517,679	1,286,605	1,804,284	537,526	1,336,989	1,874,516	558,166	1,389,543	1,947,710
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent			-	-	-	-	-	-	-	-	-
Bond Monitoring Fee			-	-	-	-	-	-	-	-	-
Replacement Reserve Deposit			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit			-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit			-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			8,884	94,995	103,879	8,884	94,995	103,879	8,884	94,995	103,879

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES

PUPA (w/ Reserves/GL Base Rent/Bond Fees)			526,563	1,381,600	1,908,163	546,410	1,431,984	1,978,395	567,050	1,484,539	2,051,589
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NET OPERATING INCOME (INCOME minus OP EXPENSES)

			-	18,606	18,606	-	8,585	8,585	-	(2,349)	(2,349)
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DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender			-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt., or other 2nd Lender)			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE			-	37,977	37,977	-	37,977	37,977	-	37,977	37,977

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow			-	(19,371)	(19,371)	-	(29,392)	(29,392)	-	(40,326)	(40,326)
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)			-	-	-	-	-	-	-	-	-
AVAILABLE CASH FLOW			-	(19,371)	(19,371)	-	(29,392)	(29,392)	-	(40,326)	(40,326)

USES OF CASH FLOW BELOW (This row also shows DSCR.)

DSCR:				0.49			0.23			-0.06
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USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt. fee (uncommon in new projects, see policy)	0.0%	0.0%	-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits											

Armstrong Place

INCOME	Total # Units: 116	LOSP Units 23 19.83%	Non-LOSP Units 93 80.17%	Comments (related to annual inc assumptions)	Year 19			Year 20		
					2015			2016		
					LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents		1.0%	2.5%	rents fluctuate - no increase assumed for LOSP	150,002	698,350	848,352	151,502	715,808	867,311
Residential - Tenant Assistance Payments (Non-LOSP)		n/a	3.5%	factored in proposed HUD increase in 2017. Waiting for HUD approval.	-	823,700	823,700	-	852,529	852,529
Residential - LOSP Tenant Assistance Payments		n/a	n/a		443,248	-	443,248	464,080	-	464,080
Commercial Space		n/a	2.5%		-	-	-	-	-	-
Residential Parking		2.0%	2.0%		-	-	-	-	-	-
Miscellaneous Rent Income		2.0%	2.0%		-	-	-	-	-	-
Supportive Services Income		2.0%	2.0%		-	-	-	-	-	-
Interest Income - Project Operations		2.0%	2.0%		-	-	-	-	-	-
Laundry and Vending		2.5%	2.5%		1,434	5,798	7,232	1,470	5,943	7,413
Tenant Charges		2.5%	2.5%		761	3,076	3,837	780	3,153	3,933
Miscellaneous Residential Income		2.5%	2.5%		571	2,307	2,878	585	2,365	2,950
Other Commercial Income		n/a	2.5%		-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)		n/a	n/a	Link from Reserve Section below, as applicable	-	67,977	67,977	-	67,977	67,977
Gross Potential Income					596,016	1,601,207	2,197,223	618,418	1,647,775	2,266,193
Vacancy Loss - Residential - Tenant Rents		n/a	n/a	Enter formulas manually per relevant MOH	(7,500)	(34,917)	(42,418)	(7,575)	(35,790)	(43,366)
Vacancy Loss - Residential - Tenant Assistance Payments		n/a	n/a	policy; annual incrementing usually not	-	(41,185)	(41,185)	-	(42,626)	(42,626)
Vacancy Loss - Commercial		n/a	n/a	appropriate	-	-	-	-	-	-
EFFECTIVE GROSS INCOME					588,516	1,525,105	2,113,621	610,842	1,569,358	2,180,201

OPERATING EXPENSES

Management	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Management Fee	0.0%	0.0%	Fees are set by HUD - for purposes of proforma, assume some escalation.	-	56,160	56,160	-	56,160	56,160
Asset Management Fee	3.0%	3.0%	Prop Mgmt for LOSP and TCAC units. Increase 1 per LPA	23,114	21,104	44,219	23,808	21,737	45,545
Sub-total Management Expenses				23,114	77,264	100,379	23,808	77,897	101,705

Salaries/Benefits

Office Salaries	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Office Salaries	3.5%	3.5%	Manager's salary to increase to \$47,500 in 2017 to be in compliance with fed and state requirements	15,900	68,630	84,530	16,457	71,032	87,489
Manager's Salary	3.5%	3.5%		17,496	70,735	88,231	18,109	73,210	91,319
Health Insurance and Other Benefits	3.5%	3.5%		14,690	59,391	74,082	15,205	61,470	76,675
Other Salaries/Benefits	3.5%	3.5%		3,749	15,155	18,904	3,880	15,686	19,566
Administrative Rent-Free Unit	3.5%	3.5%		-	17,279	17,279	-	17,884	17,884
Sub-total Salaries/Benefits				51,835	231,191	283,026	53,605	239,283	292,932

Administration

Advertising and Marketing	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Advertising and Marketing	3.5%	3.5%		286	1,156	1,442	296	1,196	1,492
Office Expenses	3.5%	3.5%		8,261	33,399	41,661	8,550	34,568	43,119
Office Rent	3.5%	3.5%		-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,830	7,398	9,228	1,894	7,657	9,551
Audit Expense	3.5%	3.5%		3,736	15,104	18,841	3,867	15,633	19,500
Bookkeeping/Accounting Services	3.5%	3.5%		2,272	9,186	11,458	2,352	9,507	11,859
Bad Debts	3.5%	3.5%		1,144	4,624	5,768	1,194	4,786	5,969
Miscellaneous	3.5%	3.5%		6,184	24,929	31,183	6,400	25,874	32,274
Sub-total Administration Expenses				23,713	95,867	119,590	24,543	99,222	123,765

Utilities

Electricity	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Electricity	5.0%	5.0%		20,094	81,237	101,331	21,099	85,299	106,397
Water	5.0%	5.0%		14,532	58,750	73,282	15,258	61,687	76,946
Gas	5.0%	5.0%		12,026	48,621	60,647	12,628	51,052	63,679
Sewer	5.0%	5.0%		21,547	87,112	108,659	22,624	91,467	114,092
Sub-total Utilities				68,199	275,719	343,918	71,609	289,505	361,114

Taxes and Licenses

Real Estate Taxes	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Real Estate Taxes	3.5%	3.5%		101	408	509	105	423	527
Payroll Taxes	3.5%	3.5%		6,049	24,457	30,507	6,261	25,313	31,574
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		1,144	4,624	5,768	1,194	4,786	5,969
Sub-total Taxes and Licenses				7,294	29,489	36,784	7,549	30,522	38,071

Insurance

Property and Liability Insurance	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Property and Liability Insurance	6.0%	6.0%	our premiums have been increasing at higher rate - 8-12%. Replacement values reduced, so premium to be \$80k in 2017.	45,281	183,066	228,347	47,998	194,050	242,048
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		4,840	19,566	24,405	5,009	20,251	25,259
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-
Sub-total Insurance				50,121	202,632	252,752	53,007	214,300	267,307

Maintenance & Repair

Payroll	% annual inc LOSP	% annual increase	Comments	2015	2016	2017	2018	2019	2020
Payroll	3.5%	3.5%		28,266	114,277	142,544	29,256	118,277	147,533
Supplies	3.5%	3.5%		12,123	49,012	61,136	12,547	50,728	63,276
Contracts	3.5%	3.5%	Maintaining at \$88k in 2017.	37,150	126,309	163,459	38,450	130,730	169,180
Garbage and Trash Removal	3.5%	3.5%		15,326	61,969	77,285	15,862	64,128	79,990
Security Payroll/Contract	3.5%	3.5%		261,614	101,739	363,353	270,770	105,300	376,070
HVAC Repairs and Maintenance	3.5%	3.5%		305	1,233	1,538	316	1,278	1,582
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		572	2,312	2,894	592	2,393	2,985
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				355,356	456,842	612,197	367,793	472,831	640,624

Supportive Services

Supportive Services	3.5%	3.5%		-	75,362	75,362	-	78,000	78,000
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Commercial Expenses

Commercial Expenses				-	-	-	-	-	-
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TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES

TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES				579,632	1,444,366	2,023,998	601,959	1,501,560	2,103,518
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PUPA (w/o Reserves/GL Base Rent/Bond Fees)

PUPA (w/o Reserves/GL Base Rent/Bond Fees)				579,632	1,444,366	2,023,998	601,959	1,501,560	2,103,518
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Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent				-	-	-	-	-	-
Bond Monitoring Fee				-	-	-	-	-	-
Replacement Reserve Deposit				8,884	94,995	103,879	8,884	94,995	103,879
Operating Reserve Deposit				-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-
Required Reserve Deposit/s, Commercial				-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				8,884	94,995	103,879	8,884	94,995	103,879

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES

TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES				588,516	1,539,361	2,127,877	610,842	1,596,555	2,207,397
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PUPA (w/ Reserves/GL Base Rent/Bond Fees)

PUPA (w/ Reserves/GL Base Rent/Bond Fees)				588,516	1,539,361	2,127,877	610,842	1,596,555	2,207,397
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NET OPERATING INCOME (INCOME minus OP EXPENSES)

NET OPERATING INCOME (INCOME minus OP EXPENSES)				-	(14,256)	(14,256)	-	(27,197)	(27,197)
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DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt., or other 2nd Lender)			Enter comments re: annual increase, etc.	-	37,977	37,977	-	37,977	37,977
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Commercial Hard Debt Service				-	-	-	-	-	-
TOTAL HARD DEBT SERVICE				-	37,977	37,977	-	37,977	37,977

CASH FLOW (NOI minus DEBT SERVICE)

Commercial Only Cash Flow				-	-	-	-	-	-
Allocation of Commercial Surplus to LOSP/non-LOSP (residual income)				-	-	-	-	-	-
AVAILABLE CASH FLOW				-	(52,233)	(52,233)	-	(65,174)	(65,174)

USES OF CASH FLOW BELOW (This row also shows DSCR.)

USES OF CASH FLOW BELOW (This row also shows DSCR.)				DSCR:					
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USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0.0%	0.0%	per MOHCD policy	-	-	-	-	-	-
Partnership Management Fee (see policy for limits)	0.0%	0.0%	per MOHCD policy	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-	-	-	-	-
Other Payments				-	30,000	30,000	-	30,000	30,000
Non-amortizing Loan Pmt - Lender 1			Enter comments re: annual increase, etc.	-	-	-	-	-	-

Exhibit C – Legal Description of Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B of "Final Map 3813", filed in the Office of the Recorder of the City and County of San Francisco, State of California, on September 26, 2007 in Book 102 of Condominium Maps at Pages 146 through 148.

APN: 5421-013

Exhibit D - LOSP Client Selection Criteria

Exhibit D

Tenant Selection and Eligibility Criteria (all unit categories: DAH Units, HUD Units, & Tax Credit Units)

Armstrong Place Senior Housing is a layered HUD 202/PRAC, Tax Credit and locally funded property with eligibility requirements based on funding from the following sources:

1. The California Tax Credit Allocation Committee
2. The Department of Housing and Urban Development
3. The San Francisco Redevelopment Agency
4. LOSP funded by the Department of Public Health, and administered by The Mayor's Office of Housing
5. The Federal Home Loan Bank of San Francisco Affordable Housing Program
6. Housing and Community Development Transit Oriented Development Program

Occupancy Standards

Armstrong Place Senior Housing has the following occupancy standards:

Unit Size	Minimum Household Size	Maximum Household Size
Studio	1	2
One Bedroom	1	3

Age Restrictions

Armstrong Place Senior Housing will serve elderly families in which at least one household member is age 62 or older. As required in the San Francisco Redevelopment Agency's regulatory agreement and the Unruh Act, all other household members must be age 45 or older (unless they are a spouse, cohabitant, or person providing primary physical or economic support to the senior citizen). Additionally, a disabled person who is a child or grandchild of the senior citizen, and who must live with the senior citizen because of the disability or illness, is eligible to reside at Armstrong Place even though he or she may be under age 45.

Student Status

Households consisting entirely of full time students are not eligible for an apartment at Armstrong Senior. Exceptions to this rule are:

- a) All students are married and are entitled to file a joint tax return.
- b) The student is receiving Title IV of the Social Security Act.
- c) The student is currently enrolled in a job training program receiving assistance under the Job Training Partnership ACT (JTPA) or under similar Federal, State, or local laws.
- d) The student is a single parent with minor child(ren) and the student is not a dependant of another individual. The child(ren) may be claimed as a dependent on the other parent's tax return.

Criminal Standards

In order to meet screening requirements, Eskaton obtains access to criminal records by use of private credit and screening services, and available criminal databases. These private credit and screening services obtain information from each city, county, and state where the applicant was a tenant.

Management may initially deny admission to applicants with one or more of the following conditions:

1. Conviction of the applicant or member of the applicant household in any state or federal court within the last five (5) years of any of the following:
 - a. A felony against person and/or property (e.g., murder, rape, burglary, child abuse)
 - b. Misdemeanor involving violence against person and/or property (as listed above)
 - c. Manufacturing and/or distributing a controlled illegal substance.
 - d. Violation of one or more arms control law(s).
 - e. A pattern, defined as two or more misdemeanor charges in the past five years, of possessing and/or using a controlled illegal substance.
2. Any applicant or household member who, in the last twelve (12) months, has been arrested for any of the above-described offenses shall have his/her application suspended until the case has been legally resolved.
3. If any household member/applicant is subject to a lifetime registration requirement under a state sex offender registration program 982.553(a).
4. Other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other tenants or persons residing in the immediate vicinity, or the owner, staff, contractor, or subcontractor.

Any applicant who receives an initial denial notice will have the right to appeal. Please see the Appeal and Grievance Section IV, below. If a household contains a convicted household member, the other applicant(s) will have the opportunity to remove said member from the application.

If a household member/applicant has previously been denied admission for criminal activities, but now has sufficient evidence that the household member/applicant has not engaged in the activities for a reasonable period of time, the household member/applicant may be reconsidered by looking at mitigating circumstances. Eskaton will ensure that considerations will be uniformly applied to all applicants in a nondiscriminatory manner and in accordance with applicable housing and civil rights laws as part of the Appeal and Grievance procedure.

Rental and Personal History

An applicant's eligibility regarding rental and personal history will be determined by information obtained through one or more of the following: unlawful detainer report, landlord verification covering the past five years, personal reference letters, and home visits.

Management may initially deny admission to applicants with one or more of the following conditions:

1. A judgment against an applicant obtained by the current or previous landlord.

2. An unmet obligation owed to a previous landlord.
3. Failure to have made timely payments of the previous year's rental payments.
4. A history of violence or abuse, physical or verbal, in which the applicant was determined to be the antagonist.
5. Current abuse of alcohol or use of illegal drugs. Use shall constitute abuse of illegal drugs (unless required by doctor's verification of need—not underlying condition).
6. An applicant's unwillingness to cooperate with management (behavior problems, poor housekeeping, etc.) as verified by past rental history in the past five years.
7. If any household member/applicant has been evicted from federally-assisted housing for drug-related criminal activity, including manufacturing or production of illegal drugs, for three years from the date of eviction. If the evicted household member/applicant who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, Eskaton may, but is not required to, admit the household. Eskaton may require the applicant to submit verification of rehabilitation. If applicant is a person with disabilities, Eskaton's decision is subject to consideration of reasonable accommodation.
8. If any household member/applicant is currently engaging in illegal drug use or criminal activity and if Eskaton determines that there is reasonable cause to believe that a household member's abuse, or pattern of abuse, of illegal drugs, alcohol, and/or criminal activity interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
9. For applicants enrolled in a third-party rent payment program, items 1, 2, and 3, above, are not applicable.

Any applicant who receives an initial denial notice will have the right to appeal. Please see the Appeal and Grievance Section, below. If a household contains a household member deemed ineligible based on the above criteria, the other applicant(s) will have the opportunity to remove said member from the application.

Credit history

Applicants will be screened for credit history. If applicant's credit reflects one or more of the following, they may be denied.

1. Total unmet credit problems (including governmental tax liens) in excess of \$2,500
2. A bankruptcy within the last three years
3. A total of seven (7) unmet credit problems of any value.
4. For applicants enrolled in a third-party rent payment program, items 1, 2 and 3 are not applicable.

Any applicant who receives an initial denial notice will have the right to appeal. Please see the Appeal and Grievance Section, below. If a household contains a household member deemed ineligible based on the above criteria, the other applicant(s) will have the opportunity to remove said member from the application. After an initial denial based on the above criteria, an applicant may appeal the denial as per the Appeal and Grievance, Section IV, below. Eskaton Properties, Inc. will consider mitigating circumstances that the applicant feels would have an effect on their Rental Application and that would overcome or outweigh information already gathered in the

applicant resident screening process. Mitigating circumstances must be documented in the appeal and must corroborate the grounds for denial of the Rental Application

Income Restrictions

- (1) All unit categories have maximum income restrictions as per Attachment B, the income and rent matrix;
- (2) No minimum income standard for the 23 DAH units and 72 HUD Section 202 units because of the rental subsidy funding tied to these unit types and requirements of funders;
- (3) No minimum income standard for the remaining units without rental subsidy (the “Tax Credit Units”), as required by the funder, San Francisco Redevelopment Agency, if an applicant can demonstrate that they have successfully paid a rent which is greater than 50% of their gross annual household income, and if rent is greater than or equal to the rent for the unit being offered:
 - a. Demonstration of ability to pay rent will be through submittal of:
 - i. a copy of their formal rental agreement for the last 12 months or a letter from the landlord stating the rent amount for the last 12 months, and;
 - ii. rent receipts for the last 12 months, or a rental verification from the landlord stating that the applicant paid their rent in a timely manner for the last 12 months.
 - b. Applicant’s gross household income will also be evaluated over the past 12 months in order to ensure that the income to rent ratio is accurate.
- (4) A minimum income restriction will be applied in which residents can pay up to 50% of their gross annual household income towards rent for those residents not covered by (2) or (3) (i.e. applicants for Tax Credit Units that cannot provide documentation of paying over 50% of their gross annual household income towards a unit with a rent level rent greater than or equal to the rent for the unit being offered.

Limitations on application of above policy related to minimum income standards:

The standard stated above allowing a tenant to pay a maximum of up to 50% of their gross annual household income towards rent if they aren’t already paying a higher percentage (“Allowable Rent Burden”), is set for this project, Armstrong Senior Community, based on the establishment of 30% of 35% as the rent standard for the Tax Credit Units (the “Rent Standard”). The standard Allowable Rent Burden is only applicable to the Armstrong Senior Community and may not be applied to other affordable housing projects without consultation with the Agency and any such standards established for other projects will be based on the established rent standard for the project and available subsidies. Furthermore, any change in the Rent Standard for the Armstrong Senior Community(e.g., an increase to a rent standard of 30% or 50%) could result in a required revision to the Allowable Rent Burden with an increase of the 50% Allowable Rent Burden accordingly.

Exhibit E – Intentionally Omitted

Exhibit F -- Lobbying/Debarment Certification Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

[NAME OF GRANTEE]:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT G – ANNUAL MONITORING REPORT

Mayor's Office of Housing and Community Development
City and County of San Francisco



Edwin M. Lee
Mayor

Olson Lee
Director

March 16, 2017

Notice of Availability of 2016 Annual Monitoring Report Form
(including new audit requirements and wait list submittal)

Announcement of Serious Incident Protocol

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2016 (RY2016). The forms can be downloaded from the [Asset Management page](#) of the MOHCD web site. A training on how to complete the AMR will be held at MOHCD on April 13th from 9 a.m. to 12 noon. See below for more information.

New Audit Requirement and Deadline: To provide sufficient time for project sponsors to complete AMRs in accordance with the City's "New Audit Requirements for MOHCD-Funded Projects," the report is now due 5 months after the end of a project's business year. (Previously, it was due 4 months after.) For projects whose business year ended December 31, 2016, the report will be due on May 31, 2017 for the period January 1, 2016, through December 31, 2016. For projects not owned by a single-asset entity and whose financial activity is accounted for and audited with the parent corporation's finances, sponsors may request up to a one-month extension of the deadline to allow for additional time to complete consolidated audited financial statements in accordance with the new audit requirements.

New Waiting List Submittal Requirement: To aid the City in its efforts to ensure that the allocation of MOHCD-financed affordable housing resources is conducted in a consistent, fair, appropriate and inclusive manner, MOHCD is now requiring all sponsors to submit the current version of a project's waiting list with the Annual Monitoring Report.

Submissions for RY2016 and any outstanding reports from prior reporting years will be accepted only in the RY2016 format.

Completion and Submission Instructions

The Annual Monitoring Report consists of the following 3 parts:

I. AMR_RY2016 – project name.xlsx – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

Instructions	3C. Demographic Summary (new)
1A. Property & Residents (revised)	4. Narrative
1B. Transitional Programs	5. Project Financing
1C. Eviction Data	6. Services Funding (enhanced)
2. Fiscal Activity (revised)	7. Supplementary Audit Information Required by MOHCD (new)
3A. Occupancy & Rent Info (revised)	Completeness Tracker
3B. Demographic Information (new)	

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103
Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 www.sfgov.org/moh

help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

Use Question #1 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. *Failure to supply the required explanation will render your submission incomplete.*

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR_RY2016.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

II. Owner Compliance Certification Form and Documentation of Insurance – The certification form is a Microsoft Word document that must be completed, signed and dated by the Executive Director (or other authorized officer) of the entity that owns the project. Scan the form along with documentation of insurance and email it to MOHCD as a single document. For each project, you must provide certificates of liability insurance and property insurance that are *current as of the date of submittal of the AMR*.

III. Audited Financial Statements – Provide financial statements for the project for Reporting Year 2016. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "New Audit Requirements for MOHCD-Funded Projects" a copy of which is attached and posted on [MOHCD's Asset Management web page](#). If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

IV. Waiting List – Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Completed AMRs must be submitted electronically, via one email message per project to moh.amr@sfgov.org, or if desired, for multiple projects, via flash drive or compact disc sent to Mike McLoone at MOHCD. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

Updates to the Reporting Form

The RY2016 AMR form has been revised from the form for RY2015, as follows:

- Data for Race/Ethnicity – Must now be provided for each tenant household rather than in summary form for the project. Also, race and ethnicity have been split into two, separate demographic categories. For additional information on these changes, see the email notice from MOHCD dated 9/29/16 regarding new requirements for collection of ethnicity and race data.
- Worksheet 1A – Most of the demographic questions have been moved to the new worksheet, "3B. Demographic Information," and the order of the remaining items has been changed to improve the flow of information.
- Worksheet 2 – A new line item titled "Capital Maintenance Repairs/Improvements" has been

added to the expense section to account for capital costs that were paid out of the operating account and may be reimbursed by the Replacement Reserve. The "Reserve Account Details" section has been revised to improve functionality. The section for cash flow "waterfall" (distribution of Surplus Cash) has been simplified and now requires the user to enter the distribution priority as well as the amount of any Residual Receipts loan payment that is due to MOHCD, which previously was auto-calculated.

- Worksheet 3A – Has been shortened by moving the data related to female-headed households, elderly households, number of children and disability to worksheet 3B.
- Worksheet 3B – New worksheet where ethnicity, race and other demographic information must be entered for each tenant household.
- Worksheet 3C – New worksheet where summaries of demographic information for a project are auto-generated, based on data entered on worksheet 3A and 3B.
- Worksheet 6 – Has been enhanced so that supportive services that are selected on Worksheet 1A are auto-filled into Worksheet 6
- Worksheet 4 – New section added where reporters must provide the details of miscellaneous administrative and maintenance expenditures that exceed \$10,000
- Worksheet 7 – This new worksheet has been added in connection with the City's "New Audit Requirements for MOHCD-Funded Projects." Most fields on this sheet are auto-filled with data that is entered on Worksheet 2. Printouts of this sheet may be used to produce the "Supplementary Information Required by MOHCD" that must now be included in the project's audited financial statements. If the auditor elects to use this sheet for this purpose, some data entry on the sheet is required in the yellow-highlighted cells.

AMR Training – April 13, 9am-12noon

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on April 13 from 9 a.m. to 12 noon in our office at 1 South Van Ness Avenue, 5th Floor, Room 5080. We strongly encourage the primary staff person responsible for completion of the report to attend. Space is limited. Please RSVP to Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

Serious Incident Protocol

To ensure that MOHCD is kept informed of serious incidents that occur at projects financed by this office, we have established the following protocol for reporting serious, negative events such as accidents, criminal activity or equipment failure. The report should be filed only after emergency procedures have been followed and the situation has been stabilized.

The Mayor's Office of Housing and Community Development requests that owners of projects financed by this office notify us immediately if a serious incident occurs at their properties and meets one or more of the following parameters:

- Involves serious injury or death
- Is a serious, violent crime that involves a major police action (e.g. shooting)
- Causes the building or a significant number of units to be off-line
- Requires a resident to move out of a unit one month or longer
- Damage to the building is significant enough to require the use of reserves

The owner should notify the MOHCD asset manager assigned to the project and provide the following information:

- The date of the incident
- A description of the incident

- A description of what has been and is being done in response
- The name, phone and email of the staff that should be contacted if there are questions
- Confirmation that 1) the property insurance is current and 2) the insurance company has been contacted; a brief summary of their response, if available
- Statement of whether or not the organization plans to use the project's reserves to pay for corrective action

Available Units and Waiting List Openings

Before advertising the availability of units for lease in a project or the opening of the waiting list, owners and property managers must notify MOHCD of this action by completing a Marketing Plan Template and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the [Asset Management page](#) of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the wait list on this [page of our web site](#). General information for people seeking affordable housing in San Francisco can also be found on our web site at [this location](#).

**Owner Compliance Certification and Insurance & Tax Certification Form
2016 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

***** This form must be completed by Project Owner or authorized agent. *****

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2016 – project name.xlsx, audited financial statements, and current waiting list to moh.amr@sfgov.org.

Project Name: _____

Project Street Address: _____

Reporting Period – Start Date: _____ End Date: _____

Owner Compliance Certification

The undersigned owner, having received housing development funds pursuant to a housing development program funding agreement/s entered into with the City and County of San Francisco (“CCSF”) for the purpose of purchasing, constructing and/or improving low-income housing, does hereby certify as follows:

Initial all statements below, and supply data to make the statement complete where needed (look for underlined blanks; e.g.: ____). For any statements that are not true, you must supply a detailed explanation on the Annual Monitoring Report Narrative Worksheet. The failure to provide a conforming response to all statements below will render incomplete the entire Annual Monitoring Report (“AMR”) submission for this project, which may result in a default condition under the funding agreement/s, and also subject the owner to scoring penalties in future efforts to obtain funding from MOHCD for this project and any other project.

	True	False	
1			The CCSF Mayor's Office of Housing and Community Development (“MOHCD”) has been alerted by the owner prior to any actions taken by the owner that affect the value of the property associated with this project, including but not limited to the establishment of any liens or encumbrances on the property; and, where required, the owner has obtained written authorization from MOHCD prior to taking any such actions.
2			The undersigned is not in default of the terms of any Agreements with CCSF for this project, nor has it been in default on any other loans, contracts or obligations on this property during the reporting period.
3			The undersigned has not been the subject of any actions relating to any other loans, contracts or obligations on this property which might have a material adverse financial impact on the property.
4			The owner has not lost or failed to renew funding for supportive services for the project during the reporting period and has made available (or caused to be made available through another party) all supportive services that are required by existing, applicable funding and regulatory agreements.
5			The owner has not lost or failed to renew funding for operating subsidy/ies for the project during the reporting period.
6			The owner has paid all taxes due for the reporting period and prior reporting periods.
7			The undersigned has marketed the units in the manner set forth in the marketing and resident selection provisions of the funding agreement/s entered into with CCSF.

**Owner Compliance Certification and Insurance & Tax Certification Form
2016 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

	True	False	
8			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, _____ units (<i>supply exact number</i>) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
9			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
10			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
11			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
12			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
13			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
14			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
15			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
16			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; and (b) keep the Project fully rented and occupied.
17			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
18			The project has received additional equity proceeds in the amount of \$_____ (<i>supply amount</i>) from low-income housing tax credit investors during the reporting period.
19			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
20			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.

**Owner Compliance Certification and Insurance & Tax Certification Form
2016 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

	True	False	
21			The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.
22			The Waiting List that has been submitted with the 2016 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size.

Property and Liability Insurance

Enter the information requested below, and attach a current copy (each) of the Property and Liability Insurance Certificates. SCAN the documents and send them as an attachment along with the complete AMR to MOHCD via e-mail to: moh.amr@sfgov.org.

Property Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	
Liability Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	

Tax Certification

Enter the information requested below. You do **NOT** need to submit copies of the invoice or checks used to pay the tax.

Property Tax		
	Tax Year:	
	Amount of Tax Paid:	
	Date Paid:	
	Amount outstanding from taxes due for Reporting Period:	
	Amount outstanding from taxes due prior to Reporting Period:	

***** This form must be completed by Project Owner or authorized agent. *****

The undersigned, acting under authority of the ownership of this project, executes this Certification, subject to the pains and penalties of perjury, and certifies that the foregoing is true and correct in all respects.

Name: _____ Title: _____

Signature: _____ Date: _____

Annual Monitoring Report - Instructions - Reporting Year 2016 - Mayor's Office of Housing & Community Development

The instructions and definitions below are organized by the worksheets contained within this Annual Monitoring Report. Please review the instructions below and within each worksheet thoroughly as instructions may have changed.

Updated 02/16/2017

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

Please follow the instructions provided on the worksheet.

1C. Eviction Data

Please follow the instructions provided on the worksheet.

2. Fiscal Activity

Income and Expenses

The purpose of the Income and Expenses form is to track actual income and expenses over the reporting period. In addition to the instructions below, please follow instructions provided on the worksheet.

INSTRUCTIONS:

Column B - "Description of Income Accounts" and "Description of Expense Accounts". A complete description of the Income Accounts and Expense Accounts are provided below. Refer to the descriptions when completing the Fiscal Activity Worksheet. The Chart of Accounts uses account categories prescribed by generally accepted accounting principles and closely follows accounts prescribed by HUD, the State of California's Housing and Community Development Department, and the City's Quarterly Program Income Worksheet.

Column D - "**Account Number**". Each number represents an account in the Chart of Accounts, see below for more info.

Column F - "**Residential**". This column is for the essential recurring income and expenses related to the operation of a rental housing property, group home, project serving special needs populations or a transitional housing program.

Column H - "**Non-Residential**". This column is used to report income and expenses related to commercial space or other non-residential space in a project.

Income

Rental Income

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent payable by the tenant for all residential units. Offsetting debits to this account are Account 6331, Administrative Rent Free Unit.

5121 Rental Assistance Payments. This account records rental assistance payments received or earned by the project through the LOSP, HUD Section 8 program (project-based or tenant-based assistance), HUD Section 202/811 programs, Shelter Plus Care program, HOPWA program, Rent Supplement, HOME Tenant-Based Assistance and VASH.

5140 Commercial Unit Rents. This account records gross rental income from stores, offices, rented basement space, furniture and equipment or other commercial facilities provided by the property.

Vacancy Loss

5220 Rent Income - Residential Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of residential rental income due to vacant residential units.

5240 Rent Income - Commercial Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of commercial rental income due to vacant commercial units.

Other Income

5170 Garage and Parking Spaces. This account records the gross rental income from all garage and parking spaces.

5190 Miscellaneous Rent Income. This account records gross rental income expectancy not otherwise described above.

5300 Supportive Services Income. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received or payable (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. Enter the total of all revenues received or payable, and identify the source(s) of the income in cell D39.

5400 Interest Income - Project Operations. This account records interest income received or accrued on the Project Operating Account/s; DO NOT RECORD interest earned on the Replacement Reserve or Operating Reserve here.

5910 Laundry and Vending. This account records project revenues received from laundry and vending machines owned or leased by the project.

5920 Tenant Charges. This account records charges collected from tenants for damages to apartment units and for fees paid by tenants for cleaning of an apartment unit (other than regular housekeeping services), any security deposits forfeited by tenants moving out of the project and charges assessed to tenants for rent checks returned for insufficient funds and for late payment of rents.

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts.

Expenses

Management

6320 Management Fee. This account records the cost of management agent services contracted by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

Salaries/Benefits

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel: These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits paid by the project.

6330 Manager's Salary. This account records the salary paid to property managers. It does not include the project's share of payroll taxes or other employee benefits or compensation provided to residents managers in lieu of residents managers' salary payments.

6723 Employee Benefits: Health Insurance & Disability Insurance. This account records the cost of employee benefits paid and charged to the project for health insurance and disability insurance.

XXXX Employee Benefits: Retirement & Other Salary/Benefit Expenses. This account records the cost of employee benefits paid and charged to the project for retirement and any other employee salary/benefits.

6331 Administrative Rent Free Unit. This account records the contract rent of any rent free unit provided to a resident manager which would otherwise be considered revenue producing.

Administration

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense - Property. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts. This account records by journal entry the amount of tenant accounts receivable that the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If the project had miscellaneous administrative expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.

6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.

6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

Insurance

6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.

6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.

6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.

6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

Maintenance and Repairs

6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.

6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.

6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.

6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.

6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the protection of the project or the costs of a protection contract that the owner or agent executes on behalf of the project.

6546 HVAC Repairs and Maintenance. This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.

6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.

6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Supportive Services

6900 Supportive Service Expenses. Accounts in this series are used primarily by group home projects and other projects restricted to a special needs population. The accounts record expenses directly related to special services provided to the tenants (e.g., food, housekeeping, case managers, social activity coordinator, etc.).

Reserve Account Activity

1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.

1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.

XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.

1330 Other Reserve Accounts - Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.

XXXX Other Reserve Accounts - Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3a - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period. *For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.*

COLUMN	DESCRIPTION
--------	-------------

C.	Row Number. Do not enter data in this column.
----	--

D.	Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
----	--

E.	Unit Type. Use the drop down menu to select the unit type (also shown below):
----	--

Bed = (measurement for Group homes or transitional housing)

“**SRO**” = Single Room Occupancy unit

“**Studio**” = Studio unit

“**1BR**” = 1 Bedroom unit

“**2BR**” = 2 Bedroom unit

“**3BR**” = 3 Bedroom unit

“**4BR**” = 4 Bedroom unit

“**5+BR**” = 5 or more Bedroom unit

F.	Date of Initial Occupancy. Enter the date when the tenant occupied their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
----	--

G.	Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this amount will be different than the amount from the certification that was done when they moved into their current unit.
----	--

H.	Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
----	--

I.	Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
----	--

J.	Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
----	---

K.	Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
----	--

L.	Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
----	---

M.	Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
----	---

N.	Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
----	--

O.	Overhoused or Overcrowded - Narrative A household is “Overhoused” if there are fewer people residing in the unit than the minimum occupancy. “Overcrowded” means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
----	---

P.	Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.
----	--

“**Section 8 - Project Based**” = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.

“**Section 8 - Tenant Voucher**” = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.

“**PRAC - 202**” = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

“**PRAC - 811**” = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.

“**S+C**” = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.

“**HOPWA**” = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Housing Opportunities for People With AIDS program.

“**VASH**” = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.

“**LOSP**” = The unit receives a subsidy through the City's Local Operating Subsidy Program.

“**DAH (DPH)**” = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.

“**HSA Master Lease**” = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.

“**HOME TBA**” = Tenant receives assistance from a HOME-funded rental assistance program.

“**Rent Supplement**” = Tenant receives a supplemental rent payment from an outside agency.

“**Other**” = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.

Q. **Amount of Rental Assistance.** Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.

R. **Amount of Maximum Gross Rent Allowed for Unit.** Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.

S. **Amount of Tenant Paid Rent for Unit.** Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.

T. **Utility Allowance.** If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.

U. **Date of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.

V. **Amount of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.

W. **Percentage of Most Recent Rent Increase.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

3B. Demographic

The two ethnic categories are defined below:

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

The 10 racial categories are defined below:

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- **American Indian or Alaska Native and Black or African American.** A person having these multiple race heritages as defined above.
- **American Indian or Alaska Native and White.** A person having these multiple race heritages as defined above.
- **Asian and White.** A person having these multiple race heritages as defined above.
- **Black or African American and White.** A person having these multiple race heritages as defined above.
- **Other/Multi-Racial.** For reporting individual responses for a person that is not included in any of the categories listed above.

Female-headed Household. For each residential unit, enter "Yes" if the head of household is a woman that is either alone or with one or more children. Enter "No" if the head of the household is not a woman.

Elderly Household. For each residential unit, enter "Yes" if the head of household is a person that is at least 62 years of age. Enter "No" if the head of the household is younger than 62.

Number of Children Under Age 18 in Household. Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

Disability (Physical/Visual/Hearing/None). If the unit is occupied by a tenant with any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by a physically, visually, or hearing disabled tenant.

3C. Summary of Reported Household Demographics

No data entry required. Output based on information reported from Worksheets 3A and 3B.

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

Supply the info requested about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

6. Services Funding

For each service that is provided based on your answers to questions 51-61 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisfied by using a form generated by the Sponsor's accounting system, as long as the form includes all the elements contained within MOHCD's template.

Completeness Tracker

Use this worksheet to track your work and to verify that you have completed all required data entry.

Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web address of the pages on the web are included for manual navigation as well.

[MOHCD Forms Page at SFMOHCD.ORG](http://sfmohcd.org/documents-reports-and-forms)

<http://sfmohcd.org/documents-reports-and-forms>

[Program Income Overview](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProgIncomeOverview.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProgIncomeOverview.pdf

[MOHCD Residual Receipt Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf>

[MOHCD Insurance Requirements Policy](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf

[MOHCD Operating Fees Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf>

**Annual Monitoring Report - Property & Residents - Reporting Year 2016 -
Mayor's Office of Housing & Community Development**

#	IDENTIFYING INFO	
1		Reporting Period Start Date (m/d/yyyy)
2		Reporting Period End Date (m/d/yyyy)
3		Property Name (select from drop down)
4		Property Full Street Address (e.g. "123 Main Street")
#	CONTACT INFO	
5		Sponsor Executive Director Name
6		Sponsor Executive Director Phone Number
7		Sponsor Executive Director E-mail
8		Property Management Company
9		Property Manager Name
10		Property Manager Phone Number
11		Property Manager E-mail
12		Property Supervisor Name
13		Property Supervisor Phone Number
14		Property Supervisor E-mail
15		Property Owner Name
16		Property Owner Contact Person
17		Property Owner Contact Phone Number
18		Property Owner Contact E-mail
19		Property Asset Manager Name
20		Property Asset Manager Phone Number
21		Property Asset Manager E-mail
22		AMR Preparer's Name
23		AMR Preparer's Phone Number
24		AMR Preparer's E-mail

PROPERTY/MARKETING INFO					
25		Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? (select "yes" or "no" from the drop-down menu to the left.) If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."			
What is the Unit Mix for the Property? Please include any manager's units in this tally.					
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	<small>*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.</small>
26	Single Room Occupancy (SRO) Units		1		
27	Studio Units		1		
28	One-Bedroom (1BR) Units		1		
29	Two-Bedroom (2BR) Units				
30	Three-Bedroom (3BR) Units				
31	Four-Bedroom (4BR) Units				
32	Five- or More (5+BR) Bedroom Units				
33	TOTAL # Units---->	0			
34		Vacancies - How many vacancies occurred at the project during the reporting period? (Be sure that the number you report here is not less than the number of vacant units that are included on worksheet 3.)			
35		0	Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.)		
36			Vacant Unit Rent-Up Time - (in DAYS) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. (Click on # 4 at left to jump to Narrative worksheet.)		
37		Waiting List - How many applicants are currently on the waiting list?			
38		When was the waiting list last updated? (m/yyyy)			
39			Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.)		

40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42	# 2	How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.)
43		How many Health, Building or Housing Code Violations were open from <i>prior</i> years?
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?
45	# 3	Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)
46	# 3	If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.)
47		As of the last day of the reporting period, how many units were fully Accessible to Physically Impaired Tenants?
48		As of the last day of the reporting period, how many units were Adaptable for Physically Impaired Tenants?
49		As of the last day of the reporting period, how many units were fully Accessible to Visually Impaired Tenants?
50		As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?

Resident Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide additional information about each of the marked services below on Worksheet "6.Services"

51	no	Go To WS6	After School Program/s (y/n)
52	no	Go To WS6	Licensed Day Care Service (<i>participant fees are allowable for day care ONLY</i>) (y/n)
53	no	Go To WS6	Youth Program/s (y/n)
54	no	Go To WS6	Educational Classes (e.g. basic skills, computer training, ESL) (y/n)
55	no	Go To WS6	Health and Wellness Services/Programs (y/n)
56	no	Go To WS6	Employment Services (y/n)
57	no	Go To WS6	Case Management, Information and Referrals (y/n)
58	no	Go To WS6	Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)
59		Go To WS6	Support Groups, Social Events, Organized Tenant Activities (y/n)
60		Go To WS6	Other Service #1 - Please specify in column G.
61		Go To WS6	Other Service #2 - Please specify in column G.

POPULATION SERVED

Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?

Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that, as of the end of the reporting period, contained at least one person who is a member of the populations shown in the table.

		Target Population		Actual Population	
62		0	Families	0	Families
63		0	Persons with HIV/AIDS	0	Persons with HIV/AIDS
64		0	Housing for Homeless	0	Housing for Homeless
65		0	Mentally or Physically Disabled	0	Mentally or Physically Disabled
66		0	Senior Housing	0	Senior Housing
67		0	Substance Abuse	0	Substance Abuse
68		0	Domestic Violence Survivor	0	Domestic Violence Survivor
69		0	Veterans	0	Veterans
70		0	Formerly Incarcerated	0	Formerly Incarcerated
71		0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")

Remember, SAVE YOUR WORK!

Annual Monitoring Report - Eviction Data - Reporting Year 2016 - Mayor's Office of Housing & Community Development

Project Address:

This section of the AMR must be completed for all projects, except for transitional housing or residential treatment services.

Number of households who lived in the project during the reporting period:

1		Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period.
---	--	--

Number of households in the project who received Notices of Eviction during the reporting period for each of the following reasons:

(If more than one reason applies to a household, report only the primary reason.) *You MUST answer every question (i.e., enter zero if applicable).*

2		Breach of Lease Agreement
3		Capital Improvement
4		Condo Conversion
5		Demolition
6		Denial of Access to Unit
7		Development Agreement
8		Ellis Act Withdrawal
9		Failure to Sign Lease Renewal
10		Good Samaritan Tenancy Ends
11		Habitual Late Payment of Rent
12		Illegal Use of Unit
13		Lead Remediation
14		Non-payment of Rent
15		Nuisance
16		Other
17		Owner Move In
18		Roommate Living in Same Unit
19		Substantial Rehabilitation
20		Unapproved Subtenant
21	0	Total number of households who received Notices of Eviction

Number of unlawful detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:

(If more than one reason applies to a household, report only the primary reason.) *You MUST answer every question (i.e., enter zero if applicable).*

22		Breach of Lease Agreement
23		Capital Improvement
24		Condo Conversion
25		Demolition
26		Denial of Access to Unit
27		Development Agreement
28		Ellis Act Withdrawal
29		Failure to Sign Lease Renewal
30		Good Samaritan Tenancy Ends
31		Habitual Late Payment of Rent
32		Illegal Use of Unit
33		Lead Remediation
34		Non-payment of Rent
35		Nuisance
36		Other
37		Owner Move In
38		Roommate Living in Same Unit
39		Substantial Rehabilitation
40		Unapproved Subtenant
41	0	Total number of unlawful detainer actions filed

Number of households evicted from the project during the reporting period for the each of the following reasons:

(If more than one reason applies to a household, report only the primary reason.) *You MUST answer every question (i.e., enter zero if applicable).*

42		Breach of Lease Agreement
43		Capital Improvement
44		Condo Conversion
45		Demolition
46		Denial of Access to Unit
47		Development Agreement
48		Ellis Act Withdrawal
49		Failure to Sign Lease Renewal
50		Good Samaritan Tenancy Ends
51		Habitual Late Payment of Rent
52		Illegal Use of Unit
53		Lead Remediation
54		Non-payment of Rent
55		Nuisance
56		Other
57		Owner Move In
58		Roommate Living in Same Unit
59		Substantial Rehabilitation
60		Unapproved Subtenant
61	0	Total number of households evicted (total also used to answer question #35 on Worksheet 1A)

	B	D	F	H	J	L	N	P	R
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2016 - Mayor's Office of Housing & Community Development								
16	INCOME & EXPENSES					LOSP REPORTING		2a. Net LOSP Revenue for this reporting period - MUST be amount shown on MOHCD LOSP disbursement form, enter in cell I15.	
17	12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900	# LOSP Units	# non-LOSP Units	<<< Must match LOSP Disbursement Form !	
18	Number of Units-->	Account						2b. If the project receives other source/s of Rental Assistance Payments, enter the total amount in cell J18, and the source/s in cell J19.	
19								Residential Breakdown	
20	Description of Income Accounts	Number	Residential	Non-Residential	Total	LOSP	non-LOSP	Rental Assistance Pmts - OTHER - Amount	
21						#VALUE!	0%	Rental Assistance Pmts - OTHER - Source/s	
22	Rental Income							2c. If the project has been pre-authorized to use an "alternative LOSP split" to allocate the Rental Assistance Payment, enter the LOSP percentage in cell I24.	
23	Housing Units - Gross Potential Tenant Rents	5120					\$0.00	Pre-authorized alternative LOSP split for OTHER source/s of Rental Assistance Payments:	
24	Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP funding)	5121				#VALUE!	#VALUE!		
25	Source/s---->							LOSP	non-LOSP
26	Commercial Unit Rents	5140							0.00%
27	sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	\$0.00	
28	Vacancy Loss - enter amounts as negative numbers!							vacancy rate	
29	Housing Units	5220							\$0.00
30	Commercial	5240					0.00%		
31	sub-total Vacancies:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
32									
33	NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
34									
35	Other Income								
36	Garage and Parking Spaces	5170				#VALUE!	#VALUE!		
37	Miscellaneous Rent Income	5190				#VALUE!	#VALUE!		
38	Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation.	5300				#VALUE!	#VALUE!		
39	Supportive Services Income Source/s- identify program source(s) if applicable -->								
40	Interest Income - Project Operations (From Operating Account Only)	5400				#VALUE!	#VALUE!	LOSP split calculation	
41	Laundry and Vending	5910				#VALUE!	#VALUE!	LOSP	non-LOSP
42	Tenant Charges	5920				#VALUE!	#VALUE!		
43	Other Revenue	5990				#VALUE!	#VALUE!		
44	sub-total Other Income Received:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
45									
46	TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
47									
48	INCOME & EXPENSES					Residential Breakdown			
49	Description of Expense Accounts	Account Number	Residential	Non-Residential	Total	LOSP	non-LOSP		
50						#VALUE!	0%	Pre-authorized alternative LOSP split	
51	Management								
52	Management Fee	6320				#VALUE!	#VALUE!		0.00%
53	"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)					#VALUE!	#VALUE!		0.00%
54	sub-total Management Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
55	Salaries/Benefits							LOSP	non-LOSP
56	Office Salaries	6310				#VALUE!	#VALUE!		0.00%
57	Manager's Salary	6330				#VALUE!	#VALUE!		0.00%
58	Employee Benefits: Health Insurance & Disability Insurance	6723				#VALUE!	#VALUE!		0.00%
59	Employee Benefits: Retirement & Other Salary/Benefit Expenses					#VALUE!	#VALUE!		0.00%
60	Administrative Rent Free Unit	6331				#VALUE!	#VALUE!		0.00%
61	sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
62	Administration								
63	Advertising and Marketing	6210				#VALUE!	0		
64	Office Expenses	6311				#VALUE!	\$0.00	LOSP split calculation	
65	Office Rent	6312				#VALUE!	\$0.00	LOSP	non-LOSP
66	Legal Expense - Property	6340				#VALUE!	#VALUE!		
67	Audit Expense	6350				#VALUE!	\$0.00		
68	Bookkeeping/Accounting Services	6351				#VALUE!	\$0.00		
69	Bad Debts	6370				#VALUE!	#VALUE!		
70	Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6390				#VALUE!	\$0.00		
71	sub-total Administrative Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
72	Utilities								
73	Electricity	6450				#VALUE!	#VALUE!		
74	Water	6451				#VALUE!	\$0.00		
75	Gas	6452				#VALUE!	\$0.00		
76	Sewer	6453				#VALUE!	\$0.00		
77	sub-total Utilities Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
78	Taxes and Licenses							Pre-authorized alternative LOSP split	
79	Real Estate Taxes	6710				#VALUE!	\$0.00	LOSP	non-LOSP
80	Payroll taxes	6711				#VALUE!	#VALUE!		0.00%
81	Miscellaneous Taxes, Licenses, and Permits	6719				#VALUE!	\$0.00		
82	sub-total Taxes and License Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
83	Insurance							Pre-authorized alternative LOSP split	
84	Property and Liability Insurance	6720				#VALUE!	\$0.00	LOSP	non-LOSP
85	Fidelity Bond Insurance	6721				#VALUE!	\$0.00		
86	Workers' Compensation	6722				#VALUE!	#VALUE!		0.00%
87	Directors & Officers Liabilities Insurance	6724				#VALUE!	\$0.00		
88	sub-total Insurance Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
89	Maintenance and Repairs							LOSP split calculation	
90	IMPORTANT NOTE RE: TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR EXPENSES ELIGIBLE FOR PAYMENT BY REPLACEMENT RESERVE: If possible, exclude those from this section. If you do include those expenses here, be sure to record the amounts in rows 103 (non-capital) and 210:215 below (capital).					LOSP	non-LOSP		
91	Payroll	6510				#VALUE!	\$0.00	LOSP	non-LOSP
92	Supplies	6515				#VALUE!	#VALUE!		
93	Contracts	6520				#VALUE!	#VALUE!		0.00%
94	Garbage and Trash Removal	6525				#VALUE!	\$0.00	Pre-authorized alternative LOSP split for contracts	
95	Security Payroll/Contract	6530				#VALUE!	#VALUE!		0.00%
96	HVAC Repairs and Maintenance	6546				#VALUE!	\$0.00		
97	Vehicle and Maintenance Equipment Operation and Repairs	6570				#VALUE!	\$0.00		
98	Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k)	6590				#VALUE!	\$0.00		
99	sub-total Maintenance Repair Expense:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	Pre-authorized alternative LOSP split	
100	Supportive Services: do not enter supportive services expenses if tracked in separate budget and not eligible to be counted against project income for residual receipts calculation.	6900				#VALUE!	#VALUE!		0.00%
101	SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	LOSP	non-LOSP
102	Capital Maintenance Repairs/Improvements eligible for payment by Replacement Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-Eligible Expenditures below, beginning from row 207. Amounts provided in F210:215 will be linked to cell F102 and netted out from operating expenses.		\$0.00			#VALUE!	\$0.00		
103	Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance & Repairs section above and will be reimbursed by Replacement Reserve. Amount will be netted out from operating expenses. Enter as positive number.					#VALUE!	\$0.00		
104	TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
105									
106									
107	1. TOTAL INCOME RECEIVED:	Acct Num	Residential	Non-Residential	Total	\$0.00	\$0.00	\$0.00	#VALUE!
108	2. TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	#VALUE!	#VALUE!
109	3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	#VALUE!	#VALUE!

	B	D	F	H	J	L	N	P	R
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2016 - Mayor's Office of Housing & Community Development								
110									
		Name of Lessor or Lender / Describe Other Amt Paid	Residential	Non-Residential	Total	Residential Breakdown		Pre-authorized alternative LOSP split	
111	4. Ground Lease Base Rent & Debt Service (Principal and Interest)					LOSP	non-LOSP	LOSP	non-LOSP
112	Ground Lease - Base Rent (provide Lessor name to the right)					#VALUE!	#VALUE!		0.00%
113	Bond Monitoring Fee					#VALUE!	#VALUE!		0.00%
114	Lender1 - Principal Paid (provide lender name to the right)					#VALUE!	#VALUE!		0.00%
115	Interest Paid					#VALUE!	#VALUE!		0.00%
116	Other Amount (describe to the right)					#VALUE!	#VALUE!		0.00%
117	Lender2 - Principal Paid (provide lender name to the right)					#VALUE!	#VALUE!		0.00%
118	Interest Paid					#VALUE!	#VALUE!		0.00%
119	Other Amount (describe to the right)					#VALUE!	#VALUE!		0.00%
120	Lender3 - Principal Paid (provide lender name to the right)					#VALUE!	#VALUE!		0.00%
121	Interest Paid					#VALUE!	#VALUE!		0.00%
122	Other Amount (describe to the right)					#VALUE!	#VALUE!		0.00%
123	Lender4 - Principal Paid (provide lender name to the right)					#VALUE!	#VALUE!		0.00%
124	Interest Paid					#VALUE!	#VALUE!		0.00%
125	Other Amount (describe to the right)					#VALUE!	#VALUE!		0.00%
126	Total Ground Lease Base Rent + Debt Service Payments		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!		
127									
128	5. Reserve Account Activity Impacting Operating Account					LOSP	non-LOSP	Pre-authorized alternative LOSP split	
129	Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number.	1320			\$0.00	#VALUE!	#VALUE!		0.00%
130	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00	#VALUE!	#VALUE!		0.00%
131	Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as positive number.				\$0.00	#VALUE!	#VALUE!		0.00%
132	Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive number. Identify reserve account in next col) (1330)				\$0.00	#VALUE!	#VALUE!	LOSP split calculation	
133	Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number. Identify account in next col ---->)				\$0.00	#VALUE!	#VALUE!		
134	Net Reserve Activity:		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	LOSP	non-LOSP
135									
136	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!	Pre-authorized alternative LOSP split for Non-Res Surplus	
137								LOSP	non-LOSP
138	If amount for Surplus Cash above is negative: - you must provide a detailed explanation to the question #8 on the Narrative worksheet - you must NOT supply data for any of the fields for Uses of Surplus Cash below								
139	Surplus Cash, Total				\$0.00	#VALUE!	#VALUE!		0.00%
140	Distribution of Surplus Cash/Residual Receipts - (Response Required.) In the space below, please provide a detailed narrative summary of allowable distributions of Surplus Cash that accurately reflects the requirements under all MOHCD agreements as well as the requirements of other funders and any other agreements that govern. Please include the calculation methodology, applicable annual increases, etc. For proposed distribution amounts entered in column J, rows 143-164, select the distribution priority for each of the uses of cash flow/surplus cash in column H. If distribution of surplus cash is not allowed under MOHCD agreements or other funder agreements, enter N/A in the box below.								
141									
142	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATION OF RESIDUAL RECEIPTS PAYMENTS (IF APPLICABLE)								
143	6. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).						\$0.00	Pre-authorized alternative LOSP split for Non-Res Surplus	
144	7. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).						\$0.00	LOSP	non-LOSP
145	8a. Partnership Management fee due from this reporting period. If any (tax credit projects only; not allowed if project is beyond 15-year compliance period).					#VALUE!	#VALUE!		
146	8b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).						\$0.00		
147	9a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period. If any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).					#VALUE!	#VALUE!		
148	9b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).						\$0.00	Pre-authorized alternative LOSP split for Non-Res Surplus	
149	10. Deferred Developer fee, if any					#VALUE!	#VALUE!		0.00%
150	11. Other payments: use question #1 on the Narrative (worksheet #4) to provide details about any fees or other payments, including ground lease residual rent payments for a non-MOHCD/OCII ground lease. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOHCD at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.					#VALUE!	#VALUE!		0.00%
151	12a. Debt Pmt to other lender1: Principal Paid (note lender name to right)	bcd				#VALUE!	#VALUE!		0.00%
152	12a. Debt Pmt to other lender1: Interest Paid					#VALUE!	#VALUE!		0.00%
153	12b. Debt Pmt to other lender2: Principal Paid (note lender name to right)	efg				#VALUE!	#VALUE!		0.00%
154	12b. Debt Pmt to other lender2: Interest Paid					#VALUE!	#VALUE!		0.00%
155	Total Payments preceding Residual Receipts Calculation:				\$0.00	#VALUE!	#VALUE!		
156									
157	13. RESIDUAL RECEIPTS								
158									
159	13a. MOHCD Residual Receipts Due for Loan Repayment						\$0.00	\$0.00	
160	13b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment						\$0.00	\$0.00	0.00% 100.00%
161	13c. Subtotal Residual Receipts Payments to MOHCD				\$0.00		\$0.00	\$0.00	
162	13d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)					#VALUE!	#VALUE!		0.00%
163	13e. Residual Receipts Debt Pmt to other lender4 (note lender name to right)					#VALUE!	#VALUE!		0.00%
164	13f. Residual Receipts Debt Pmt to other lender5 (note lender name to right)					#VALUE!	#VALUE!		0.00%
165	Total Residual Receipts Payments:				\$0.00	#VALUE!	#VALUE!		
166									
167	DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOHCD WITH THIS AMR. MOHCD WILL REVIEW YOUR PROPOSED PAYMENT AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPROPRIATE; IF THE CALCULATION CANNOT BE VERIFIED, MOHCD WILL CONTACT YOU.								
168	Remaining Balance				\$0.00	#VALUE!	#VALUE!		
169									
170	Proposed Owner Distributions (provide description in column D and enter amount in column J. If an amount is entered, a description is required.)								
171	Proposed Other Distributions/Uses (provide description in column D and enter amount in column J. If an amount is entered, a description is required. If you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)								
172									
173	Final Balance: should be ZERO except when Surplus Cash (cell F136) is negative				\$0.00	#VALUE!	#VALUE!		

	B	D	F	H	J	L	N	P	R
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2016 - Mayor's Office of Housing & Community Development								
174	RESERVE ACCOUNT DETAILS								
176	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)								
177	Minimum Required Balance:								
178	Beginning Balance:								
179	Actual Annual Deposit (don't edit - taken from page 1 account number 1365):	\$0.00							
180	Interest Earned:								
181	Annual Withdrawal Amount (enter as negative number):								
182	Ending Balance (don't edit cell -- calculated):	\$0.00							
183	Required Annual Deposit:								
184	Total Operating Expenses plus debt service (don't edit cell -- calculated)	\$0.00							
185	If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell.								
186	If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.								
187		0.000%							
188	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)								
189	Minimum Required Balance:								
190	Beginning Balance:								
191	Actual Annual Deposit:								
192	Interest Earned:								
193	Annual Withdrawal Amount (enter as negative number):								
194	Ending Balance (don't edit cell -- calculated):	\$0.00							
195	Required Annual Deposit (do not edit - taken from page 1 account number 1320):	\$0.00							
196	Describe how the amount of annual deposit and the minimum required balance is determined.								
197									
198	CHANGES TO REAL ESTATE ASSETS								
199	Enter Beginning and Ending Balances in each of the categories listed below. Changes in asset categories will auto calculate.								
200	Building & Improvements								
201	Offsite Improvements								
202	Site Improvements								
203	Land Improvements								
204	Furniture, Fixtures & Equipment								
205	Other								
206	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital and non-Capital Expenditures that are Replacement Reserve-eligible.								
207	Capital Repairs and Improvements: Enter capital repairs and improvement costs associated with the reporting year. For each category in rows 200-205 above that shows a positive change, an entry is required in each corresponding category in rows 210-215. If the operating account is used initially to fund the repair, and is later reimbursed by the replacement reserve during the reporting year, show the repair cost under "Replacement Reserve". If the operating account is used to fund the repair and was not reimbursed by the replacement reserve during the reporting year, show the repair cost under "Operating Account." Use the section below to supply a description of the capital repairs and improvements made.								
208	Capital Repairs and Improvements Funded By:								
209	Capital Repairs and Improvements - Categories	Replacement Reserve	Operating Account	Other Source	Total Amount				
210	Building & Improvements				\$0.00				
211	Offsite Improvements				\$0.00				
212	Site Improvements				\$0.00				
213	Land Improvements				\$0.00				
214	Furniture, Fixtures & Equipment				\$0.00				
215	Other				\$0.00				
216	Total	\$0.00	\$0.00	\$0.00	\$0.00				
217	Description of Capital Repairs and Improvements								
218									
219	Non-Capital Replacement Reserve Eligible Expenditures (i.e., labor costs): Enter the amounts used to fund non-capital replacement reserve eligible expenditures. Use section below to supply explanations.								
220	Source				Amount				
221	Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 101 above)				\$0.00				
222	Paid Directly from Replacement Reserve								
223	Other Source								
224	Explanation of Non-Capital Replacement Reserve Eligible Expenditures				Total	\$0.00			
225	TOTAL REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: the Replacement Reserve Withdrawal for the reporting period should not exceed the Total RR-eligible Expenditures. You must provide more details above or an explanation below if the RR withdrawal amount exceeds the Total RR-Eligible Expenditures.								
226		RR Withdrawal Amount-->	\$0.00	Total RR-Eligible Expenditures-->	\$0.00				
227	Notes About RR Withdrawal Amount in excess of Total RR-eligible Expenditures:								
228									
229									

	B	D	F	H	J	L	N	P	R
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2016 - Mayor's Office of Housing & Community Development								
230	FEDERAL PROGRAM INCOME REPORT								
231	This section must be completed if the project received any CDBG funding, even if the amount of CDBG program income during the reporting period was zero. For more information, use the following link or copy this web address for manual navigation:								
232									
233	http://www.sf-moh.org/Modules/ShowDocument.aspx?documentid=5141								
234	Overview of Federal (HOME and CDBG) Program Income								
235									
236	CDBG PROGRAM INCOME								
237	Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2015-2019 Consolidated Plan, 2016-17 Action Plans as follows:								
		AMOUNT	DESCRIPTION						
238	Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):								
239	Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):								
240	Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):								
241	Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2015 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):								
242	Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right):								
243	Total CDBG Program Income Calculation (see instructions for guidance on how to calculate)								
244	<i>To ensure the eligible use of CDBG Program Income, the recipient of federal CDBG funding hereby requests approval by the Mayor's Office of Housing and Community Development for the use of CDBG program income received during the 2016 reporting period as depicted above.</i>								

**Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2016 -
Mayor's Office of Housing & Community Development**

Project Address:	Last Day of Reporting Period	1/0/1900	# Units:	0
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Household Size

	# Reported Households	% of Total
One Person Household	0	
Two Person Household	0	
Three Person Household	0	
Four Person Household	0	
Five Person Household	0	
Six Person Household	0	
Seven or more Person Household	0	
TOTAL Households*	0	
TOTAL Residents	0	

*Excludes 0 unit(s) reported as manager's or vacant unit(s).

Other Household Demographics

	# Reported
Female Headed Households	0
Elderly Households	0
Households with Children Under 18	0
Number of Children Under 18	0
Households with Tenant with Physical Disability	0
Households with Tenant with Visual Disability	0
Households with Tenant with Hearing Disability	0
Households with Tenant with No Disability	0

Head of Household Race/Ethnicity

	# Reported Head of HH	% of Total
Hispanic/Latino	0	
Not Hispanic/Latino		
American Indian/Alaskan Native	0	
Asian	0	
Black/African American	0	
Native Hawaiian/Other Pacific Islander	0	
White	0	
American Indian/Alaskan Native and Black/African American	0	
American Indian/Alaskan Native and White	0	
Asian and White	0	
Black/African American and White	0	
Other/Multiracial	0	
Not Reported	0	
Total Head of Households	0	

Target and Actual Population Served

<i>Target Population</i>		<i>Actual Population</i>	
0	<i>Families</i>	0	<i>Families</i>
0	<i>Persons with HIV/AIDS</i>	0	<i>Persons with HIV/AIDS</i>
0	<i>Housing for Homeless</i>	0	<i>Housing for Homeless</i>
0	<i>Mentally or Physically Disabled</i>	0	<i>Mentally or Physically Disabled</i>
0	<i>Senior Housing</i>	0	<i>Senior Housing</i>
0	<i>Substance Abuse</i>	0	<i>Substance Abuse</i>
0	<i>Domestic Violence Survivor</i>	0	<i>Domestic Violence Survivor</i>
0	<i>Veterans</i>	0	<i>Veterans</i>
0	<i>Formerly Incarcerated</i>	0	<i>Formerly Incarcerated</i>
0	<i>Transition-Aged Youth ("TAY")</i>	0	<i>Transition-Aged Youth ("TAY")</i>

**Annual Monitoring Report - Narrative - Reporting Year 2016 -
Mayor's Office of Housing & Community Development**

Project Street Address:

Reporting Period - Start Date: 1/0/1900

Reporting Period - End Date: 1/0/1900

MOHCD created the questions below to allow project owners to supply additional information about a small number of measurements that may indicate that a project is having difficulties. By providing this information, project owners will help provide context for the conclusions that can be made about the measurements. MOHCD will use the measurements and the information below to prioritize the projects that need closer scrutiny and support. Please supply as much information as is readily available.

1. Explanations & Comments

Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 11.

2. Code Violations

Provide the following for any violations or citations of Health or Building or Housing Codes that were issued during the reporting period, or were issued in a prior reporting period but remained open during any time of the current reporting period:

Violation or Citation #	Date Issued	Issued By	Description	Cleared? (y/n)

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

3. Major Repairs

Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.

4. Vacant Unit Rent-Up Time

0

If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on the worksheet "1A.Prop&Residents," you must supply the following:

- a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
- b. A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

5. Affirmative Marketing

0

Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including

- a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;
- b. any advertising, direct mailings, emailings and web postings that were done; and
- c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.

6. Vacancy Rate ----->

If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:

- a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and
- b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

7. Miscellaneous Expenses: Administrative/Operating & Maintenance

If the project had miscellaneous administrative or miscellaneous operating & maintenance expenses greater than \$10,000 respectively, you must provide a detailed itemization of these individual expenses below. Total expenses must equal the total amount reported on the worksheet "2.Fiscal."

Misc. Admin Expenses

Expense Description	Amount	HUD	
		Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

Misc. Operating & Maintenance Expenses

Expense Description	Amount	HUD	
		Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

8. Negative Cash Flow

If the project had NEGATIVE CASH FLOW, as may be shown above from the Income Expense section of worksheet "2.Fiscal," you must supply the following:

- a. A description of the work done to analyze the cause/s of the shortfall, and what the identified causes are; and
- b. A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.
- d. If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract.

Project Street Address:

**Schedule of Operating Revenues
For the Year Ended December 31, 1900**

	<u>Total</u>
Rental Income	
5120 Gross Potential Tenant Rents	\$0
5121 Rental Assistance Payments (inc. LOSP)	0
5140 Commercial Unit Rents	0
Total Rent Revenue:	<u>\$0</u>
Vacancies	
5220 Apartments	\$0
5240 Stores & Commercial	0
Total Vacancies:	<u>\$0</u>
Net Rental Income: (Rent Revenue Less Vacancies)	<u>\$0</u>
Other Revenue	
5170 Rent Revenue - Garage & Parking	\$0
5190 Misc. Rent Revenue	0
5300 Supportive Services Income	0
5400 Interest Revenue - Project Operations (From Operating Acct Only)	0
5400 Interest Revenue - Project Operations (From All Other Accts)	0
5910 Laundry & Vending Revenue	0
5920 Tenant Charges	0
5990 Misc. Revenue	0
Total Other Revenue:	<u>\$0</u>
Total Operating Revenue:	<u>\$0</u>

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended December 31, 1900**

Management	Total
6320 Management Fee	\$0
"Above the Line" Asset Management Fee	0
Total Management Expenses:	<u>\$0</u>
Salaries/Benefits	
6310 Office Salaries	\$0
6330 Manager's Salary	0
6723 Employee Benefits: Health Insurance & Disability Insurance	0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	0
6331 Administrative Rent Free Unit	0
Total Salary/Benefit Expenses:	<u>\$0</u>
Administration	
6210 Advertising and Marketing	\$0
6311 Office Expenses	0
6312 Office Rent	0
6340 Legal Expense - Property	0
6350 Audit Expense	0
6351 Bookkeeping/Accounting Services	0
6370 Bad Debts	0
6390 Miscellaneous Administrative Expenses	0
Total Administrative Expenses:	<u>\$0</u>
Utilities	
6450 Electricity	\$0
6451 Water	0
6452 Gas	0
6453 Sewer	0
Total Utilities Expenses:	<u>\$0</u>
Taxes and Licenses	
6710 Real Estate Taxes	\$0
6711 Payroll taxes	0
6790 Miscellaneous Taxes, Licenses, and Permits	0
Total Taxes and Licenses Expenses:	<u>\$0</u>
Insurance	
6720 Property and Liability Insurance	\$0
6721 Fidelity Bond Insurance	0
6722 Workers' Compensation	0
6724 Directors & Officers Liabilities Insurance	0
Total Insurance Expenses:	<u>\$0</u>

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended December 31, 1900**

Maintenance and Repairs	Total
6510 Payroll	\$0
6515 Supplies	0
6520 Contracts	0
6525 Garbage and Trash Removal	0
6530 Security Payroll/Contract	0
6546 HVAC Repairs and Maintenance	0
6570 Vehicle and Maintenance Equipment Operation and Repairs	0
6590 Miscellaneous Operating and Maintenance Expenses	0
Total Maintenance and Repairs Expenses:	<u>\$0</u>
6900 Supportive Services	\$0
Capital and Non-Capital Expenditures to be Reimbursed from Replacement Reserve	\$0
Total Operating Expenses:	<u>\$0</u>

Financial Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6820 Interest on Mortgage (or Bonds) Payable	
6825 Interest on Other Mortgages	
6830 Interest on Notes Payable (Long Term)	
6840 Interest on Notes Payable (Short Term)	
6850 Mortgage Insurance Premium/Service Charge	
6890 Miscellaneous Financial Expenses	
Total Financial Expenses:	<u>\$0</u>
6000 Total Cost of Operations before Depreciation:	<u>\$0</u>
5060 Operating Profit (Loss):	<u>\$0</u>

Depreciation & Amortization Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6600 Depreciation Expense	
6610 Amortization Expense	
Operating Profit (Loss) after Depreciation & Amortization:	<u>\$0</u>

Net Entity Expenses

the right.

7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
Total Net Entity Expenses:		<u>\$0</u>

3250 **Change in Total Net Assets from Operations (Net Loss)** **\$0**
Amount computed in cell E139 should match audited financial statement.

Project Street Address:

**Summary of Replacement Reserve and Operating Reserve Activity
For the Year Ended December 31, 1900**

	Replacement Reserve	Operating Reserve
Balance, December 31, 1899	\$0	\$0
Actual Annual Deposit	0	0
Interest Earned	0	0
Withdrawals	0	0
Balance, December 31, 1900	<u>\$0</u>	<u>\$0</u>

**Annual Monitoring Report - Completeness Tracker - Reporting Year 2016 -
Mayor's Office of Housing & Community Development**

This checklist is a tool to help you track progress toward completion. NOTE: Do not submit the AMR until all items are "COMPLETED."

Reporting Start Date:
Reporting End Date:

1/0/00
1/0/00

Project Address:

Submission Instructions:

Once all worksheets below are "COMPLETED", email the AMR, completed Owner Compliance Certification, along with the attachments required under the Insurance and Tax Certification per page 3 of the Owner Certification, waitlist, and audited financial statements to: moh.amr@sfgov.org.

Worksheet 1A. Property & Residents	INCOMPLETE
Questions 1 thru 4	incomplete
Questions 5 thru 24	incomplete
Questions 25 thru 39	incomplete
Questions 40 thru 50	incomplete
Questions 51 thru 61	incomplete

Worksheet 1B. Transitional Programs	To Be Determined
Questions 1 thru 11	To Be Determined
Questions 12 thru 18	To Be Determined
Questions 19 thru 39	To Be Determined

Worksheet 1C. Eviction Data	To Be Determined
Question 1	To Be Determined
Questions 2 thru 21	To Be Determined
Questions 22 thru 41	To Be Determined
Questions 42 thru 61	To Be Determined

Worksheet 2. Fiscal Activity	INCOMPLETE
Rental Income - Housing Unit GPTR	incomplete
Vacancy Loss - Housing Units	incomplete
Operating Expenses	incomplete
Surplus Cash/Residual Receipts (Rows 140 - 171)	incomplete
Operating Reserve (Rows 177 - 186)	incomplete
Replacement Reserve (Rows 188 - 196)	incomplete
Changes to Real Estate Assets (Rows 198 - 205)	incomplete
Replacement Reserve Eligible Expenditures (Rows 209 - 228)	incomplete
Program Income (Rows 230 - 243)	OK

Worksheet 3A. Occupancy & Rent Info	INCOMPLETE
Does number of units entered on Worksheet 3 match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B?	To Be Determined
For each row with a Unit Number, was data entered in cells for Subsidy Type and Utility Allowance?	To Be Determined
Narrative Provided for All rows indicating Overhoused or Overcrowded?	To Be Determined

Worksheet 3B. Demographic Information	To Be Determined
Is Ethnicity and Race selected for each household?	To Be Determined

Worksheet 4. Narrative	To Be Determined
2	To Be Determined
3	To Be Determined
4	To Be Determined
5	To Be Determined
6	To Be Determined
7	To Be Determined
8	To Be Determined

Worksheet 5. Project Financing	INCOMPLETE
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Worksheet 6. Services Funding	To Be Determined
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Worksheet 7. Supplementary Information Required by MOHCD	Worksheet incomplete. If using AMR to generate Schedules required for Audited Financial Statement, please complete the required data entry.
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EXHIBIT H
Tenant Selection Plan Policy – LOSP

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP),¹ **and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.**

Application Process

- **Application Materials.** The housing provider’s written and/or electronic application materials should:
 - outline the screening criteria that the housing provider will use;
 - be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
 - outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
 - be written in language that is clear and readily understandable,
- **First Interview.** In accordance with the housing provider policies, an initial interview is required to assess each applicant’s minimum eligibility requirements for housing units.
- **Second Interview.** Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- **Confidentiality.** All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- **Delays in the Process.** If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider’s normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency.** If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, HSH.

¹See for e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov’t Code §§ **12,955-12,956.2**; **Unruh Civil Rights Act, Civil Code § 51**; **California Disabled Persons Act, Civil Code § 51.4**; Dymally-Alatorre Bilingual Services Act, Gov’t Code §**7290-7299.8**; **San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)**

- **Limited English Proficiency Policy.** Throughout the application process, the housing provider must comply with City policy for language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

Reasonable Modification: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider shall respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider shall grant the request if the provider determines that:

- the applicant has a disability;
- reasonable accommodation or modification is necessary because of the disability; and
- the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection must explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

Notice of Denial and Appeal Process

- The housing provider shall:
 - Hold a comparable unit for the household during the entire appeal process.

- promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
 - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
 - explain how the applicant can request an in person appeal to contest the decision;
 - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
 - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
 - provide referral information for local legal services and housing rights organizations;
 - describe the evidence that the applicant can present at the appeal;
 - give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
 - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
 - confine the subject of the appeal to the reason for denial listed in the notice;
 - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
 - have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
 - within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

EXHIBIT I
Tenant Screening Criteria Policy – LOSP

The City expects that housing providers will use maximum feasible efforts to ensure that those individuals and families who are referred are accepted for occupancy in a timely fashion. To that end, the City has adopted the following screening criteria for applicants with a criminal record. If a problem arises in the application and screening process that may cause unreasonable delay in screening outcome, the housing provider should immediately notify the referring agency and HSH to assist with an expeditious resolution.

The screening criteria and considerations outlined below encourage providers to “screen in” rather than “screen out” applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers shall not automatically bar applicants who have a criminal record² in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
 - arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;³
 - juvenile adjudications.
- Housing providers shall consider:
 - the individual circumstances of each applicant; and
 - the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, HSH will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
 - mitigating factors, including, but not limited to:

² The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

³ The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release “from all penalties and disabilities resulting from the offense.”

- (1) the seriousness of the offense;
- (2) the age and/or circumstances of the applicant at the time of the offense;
- (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.