

File No. 251009

Committee Item No. 9

Board Item No. 22

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 22, 2025

Board of Supervisors Meeting Date October 28, 2025

Cmte Board

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Completed by: Brent Jalipa Date October 16, 2025

Completed by: Brent Jalipa Date October 23, 2025

1 [Loan Agreement - MEDA Precita Small Properties, LLC - Finance Acquisition, Rehabilitation,
2 and Permanent Financing for Various Properties - Not to Exceed \$37,820,766]

3 **Resolution approving and authorizing the Mayor and the Director of the Mayor's**
4 **Office of Housing and Community Development ("MOHCD") to execute loan**
5 **documents relating to a loan with MEDA Precita Small Properties, LLC in a total**
6 **amount not to exceed \$37,820,766 to finance the acquisition, rehabilitation, and**
7 **permanent financing of fifteen multifamily rental housing buildings for low- to**
8 **moderate-income households, consisting of a total of 89 residential rental units and**
9 **nine ancillary commercial units, located at 3329-3333 20th Street, 3182-3198 24th**
10 **Street, 3353-26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street,**
11 **642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800**
12 **Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland**
13 **Avenue, 380 San Jose Avenue, and 1015 Shotwell Street, pursuant to the Small Sites**
14 **Program (collectively, the "Project"); affirming the Planning Department's**
15 **determination under the California Environmental Quality Act; adopting findings that**
16 **the Project and the proposed transactions are consistent with the General Plan, and**
17 **the eight priority policies of Planning Code, Section 101.1; and authorizing the**
18 **Director of MOHCD or his or her designee to execute the loan documents for the**
19 **Project and make certain modifications to such loan documents, as defined herein,**
20 **and take certain actions in furtherance of this Resolution, as defined herein.**

21
22 WHEREAS, The City and County of San Francisco, acting through the Mayor's
23 Office of Housing and Community Development ("MOHCD"), administers a variety of
24 housing programs that provide financing for the development of new housing and the
25

1 rehabilitation of single- and multi-family housing for low- and moderate-income households
2 in San Francisco; and

3 WHEREAS, The funding for these loans and grants comes from a variety of
4 sources, all of which are restricted to affordable housing and are subject to various housing
5 program restrictions; and

6 WHEREAS, Among its programs, MOHCD administers the Small Sites Program
7 (“SSP”) for the purpose of preserving and stabilizing San Francisco’s existing rental
8 housing stock of buildings, and converting properties to permanently affordable housing;
9 and

10 WHEREAS, The Citywide Affordable Housing Loan Committee approved revised
11 SSP Guidelines on September 9, 2022, and November 4, 2022, which consider sites with
12 over 40 residential units, subject to achievement of minimum scoring criteria per the SSP
13 Scoring Rubric; and

14 WHEREAS, MEDA Precita Small Properties, LLC, a California limited liability
15 company (the “Borrower”), which is an affiliate of the Mission Economic Development
16 Agency, a California nonprofit public benefit corporation, seeks to acquire, rehabilitate, and
17 permanently finance 89 total units of affordable residential rental housing and nine ancillary
18 commercial units within 15 separate buildings located at 3329-3333 20th Street, 3182-3198
19 24th Street, 3353-26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street,
20 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission
21 Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380
22 San Jose Avenue, and 1015 Shotwell Street in San Francisco, California (collectively, the
23 “Project”); and

1 WHEREAS, The City previously provided multiple SSP loans in the aggregate
2 amount of \$31,580,766 ("Original SSP Loans") to the owners of the Project ("Original
3 Owners") for the acquisition and rehabilitation of the Project; and

4 WHEREAS, The Borrower has agreed to acquire the parts of the Project that is does
5 not yet own and assume the Original SSP Loans from the Original Owners for the Project;
6 and

7 WHEREAS, The Borrower has requested, and MOHCD desires to consent to, the
8 consolidation and refinancing of the Original SSP Loans; and

9 WHEREAS, The Borrower has requested, and MOHCD desires to loan up to
10 \$6,240,000 in new SSP funds for the Project; and

11 WHEREAS, On September 19, 2025, the Citywide Affordable Housing Loan
12 Committee, consisting of representatives of MOHCD, the Department of Homelessness
13 and Supportive Housing, the Office of Community Investment and Infrastructure, and the
14 Controller's Office of Public Finance, recommended approval to the Mayor of the
15 acquisition, rehabilitation, and permanent financing loan for the Project in a total amount
16 not to exceed \$37,820,766 under the Small Sites Program; and

17 WHEREAS, The form of loan documents evidencing and securing the loan for the
18 Project are on file with the Clerk of the Board in File No. 251009, and include: a Loan
19 Agreement, Amended and Restated Declarations of Restrictions for each building in the
20 Project; one or more Promissory Notes; a City Option to Purchase; and one or more Deeds
21 of Trust (all of the foregoing, collectively, the "Loan Documents"); and

22 WHEREAS, An Amended and Restated Declaration of Restrictions for each building
23 will restrict the Project as affordable housing to low- and moderate-income households with
24 annual maximum rent and income established by MOHCD for as long as the Project or any
25

1 modification of the Project remains in existence, but in any event no event less than 99
2 years; and

3 WHEREAS, The Amended and Restated Declarations of Restrictions for the Project
4 will not be subordinated to any third party financing instrument; and

5 WHEREAS, The Borrower and the City will also enter into a Purchase Option
6 Agreement enforcing the terms of the Amended and Restated Declaration of Restrictions
7 and providing the City the option to purchase the Project if the Borrower elects to sell the
8 Project; and

9 WHEREAS, The Planning Department, by letter dated September 23, 2025
10 ("Planning Letter"), has determined that the proposed Project is not defined as a project
11 under the California Environmental Quality Act ("CEQA"), Guidelines, Section 15378 and
12 15060(c)(2), and is consistent, on balance, with the General Plan, and the eight priority
13 policies of Planning Code, Section 101.1, which Planning Letter is on file with the Clerk of
14 the Board of Supervisors in File No. 251009, and incorporated herein by this reference;
15 now, therefore, be it

16 RESOLVED, That the Board of Supervisors hereby affirms the Planning
17 Department's determination under CEQA and finds that the Project is consistent, on
18 balance, with the General Plan, and the eight priority policies of Planning Code,
19 Section 101.1 for the reasons set forth in the Planning Letter; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Loan
21 Documents, and authorizes the Mayor and the Director of MOHCD (or the Director's
22 designee) to negotiate and enter into agreements based upon and substantially in the form
23 of the Loan Documents for the Project (including, without limitation, modifications of the
24 Loan Documents, and preparation and attachment of, or changes to, any of the exhibits
25 and ancillary agreements) and any other documents or instruments necessary in

1 connection therewith, that the Director of MOHCD determines, in consultation with the City
2 Attorney, are in the best interest of the City, do not materially increase the obligations or
3 liabilities for the City or materially diminish the benefits of the City, or are necessary or
4 advisable to effectuate the purposes and intent of this Resolution and are in compliance
5 with all applicable laws, including the City Charter; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and
7 delegates to the Director of MOHCD and/or the Director of Property, and their designees,
8 the authority to undertake any actions necessary to protect the City's financial security in
9 the Project and enforce the affordable housing restrictions, which may include, without
10 limitation, acquisition of a Project site upon foreclosure and sale at a trustee sale,
11 acceptance of a deed in lieu of foreclosure, or curing the default under a senior loan; and,
12 be it

13 FURTHER RESOLVED, That all actions authorized and directed by this Resolution
14 and heretofore taken are hereby ratified, approved, and confirmed by this Board of
15 Supervisors; and, be it

16 FURTHER RESOLVED, That within thirty (30) days of the Loan Documents being
17 fully executed by all parties, MOHCD shall provide the loan documents to the Clerk of the
18 Board for inclusion into the official file.

19
20
21 RECOMMENDED:

22 /s/
23 Daniel Adams
24 Director, Mayor's Office of Housing and Community Development
25

Item 9 File 25-1009	Department: Mayor's Office of Housing and Community Development
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would approve a loan in an amount not to exceed \$37,820,766 to MEDA Precita Small Properties, LLC to finance the acquisition, rehabilitation, and permanent financing of fifteen existing Small Site Projects with 89 residential units. Key Points - The Small Sites Program provides loans for acquiring and rehabilitating multi-family rental buildings of five to 40 units. Early Small Sites projects are now being refinanced because they received traditional hard debt loans with variable rate interest and were funded prior to the release of Preservation and Seismic Safety (PASS) loan financing. In addition, early Small Sites projects did not receive the same level of rehabilitation funding as current projects based on the expectation that future refinancing would also address capital needs. - MOHCD is proposing to recapitalize and replace 15 existing Small Sites loans to projects sponsored by the Mission Economic Development Agency (MEDA) with one Small Sites loan, covering all 15 sites to: (a) achieve annual debt service savings of \$340,000; (b) provide \$2.7 million to rehabilitate the properties; (c) provide \$2.1 million to recapitalize the operating and replacement reserves; and (d) use a shared approach to operating and replacement reserves to mitigate periods of negative net income for any one project. - Thirteen of the 15 properties had operating losses in 2023, and the projects have not been meeting program guidelines for vacancy and rent levels. Fiscal Impact - The Small Sites Loan of up to \$37.8 million is funded by the Affordable Housing Fund, 2015 and 2024 General Obligation Bond funds, the Housing Trust Fund, Eastern Neighborhoods - Mission Fees, and condo conversion fees. - The City's subsidy for the acquisition, rehabilitation, and refinancing of the project is \$37.8 million, or \$424,952 per residential unit and is within Small Sites subsidy guidelines. Policy Consideration - The long-term financial feasibility of this portfolio is uncertain. The projects do not have sufficient reserves to address future capital needs of the properties. In addition, MEDA will have to refinance the projects within 15 years because of the structure of a companion private loan. The proposed loan agreement requires that MEDA develop a Long-Term Sustainability Plan within five years to plan for the future refinancing and address reserve levels. Recommendation - Approve the proposed resolution.	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Small Sites Program**

The Small Sites Program, administered by the Mayor's Office of Housing and Community Development (MOHCD), was created in 2014 to provide loans for acquiring and rehabilitating multi-family rental buildings of five to 25 units. The Program has issued two Notices of Funding Availability (NOFA), one in 2014 and an updated one in 2019. MOHCD issued updated guidelines in September 2022. The new guidelines prioritize sites that have between five and 40 units. The program aims to achieve an average of 80 percent Area Median Income (AMI) rent over time as a building experiences tenant turnover; however, MOHCD may make exceptions to the AMI requirement.

Small Site Projects Refinancing

In addition to Small Sites Program loans, some Small Sites projects also receive loans through the Preservation and Seismic Safety (PASS) program, which provides low-cost financing to fund the acquisition and preservation of affordable housing and seismic retrofits to existing buildings. According to MOHCD staff, all Small Sites projects funded before the release of PASS program loan financing in 2019 are expected to be refinanced before they reach their various maturity dates because these projects received traditional hard debt loans (in addition to Small Sites funding), typically with adjustable rate interest. In addition, early Small Sites projects did not receive the same level of rehabilitation funding as current projects receive based on the expectation that future refinancing would also address capital needs.

Proposed Refinancing of 15 Existing Small Sites Projects

As of September 2025, MOHCD has provided financing to 38 Mission Economic Development Agency (MEDA)- sponsored Small Sites projects. MEDA is requesting additional City financing to rehabilitate and refinance 15 of its Small Sites projects, which are summarized in Appendix A and referred to collectively as the "MEDA Bundle". The 15 projects are located in the Mission and Bernal Heights neighborhoods and include 89 residential and 9 commercial units, for a total of 98 residential and commercial units. MEDA acquired the 15 projects between 2016 and 2017,

and MOHCD provided Small Sites loans, which have an outstanding principal balance of \$31.6 million.¹

According to the MOHCD Small Sites Program evaluation of the proposed loan, the projects have not been able to stabilize occupancy and income due to prolonged vacancies, increased operating expenses, and high debt service payments. The Bank of San Francisco will provide up to \$13 million to repay most of the existing private loans, which total \$14 million. MOHCD is proposing to consolidate outstanding debt for 15 properties totaling \$31.6 million and provide additional Small Sites funding of \$6.2 million to repay the remaining portion of the existing private loans, rehabilitate the projects, and replenish reserves.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would:

- Approve a loan in an amount not to exceed \$37,820,766 to MEDA Precita Small Properties, LLC² to finance the acquisition, rehabilitation, and permanent financing of fifteen existing Small Site Projects (as detailed in Appendix A);
- Affirm the Planning Department's determination under the California Environmental Quality Act;
- Adopt findings that the proposed transactions are consistent with the General Plan and policy priorities of the Planning Code; and
- Authorize the Director of MOHCD to execute loan documents and amend loan documents as needed.

Proposed Refinancing

MOHCD is proposing to recapitalize and replace 15 existing Small Sites loans with one Small Sites loan, covering all 15 sites. According to the MOHCD loan evaluation, this bundled refinance loan approach would:

- Repay a portion of the existing higher-cost private loans and achieve annual debt service savings of \$340,000.
- Finance renovations totaling approximately \$2.7 million.
- Provide \$2.1 million to recapitalize the operating and replacement reserves.
- Use a shared approach to operating and replacement reserves to mitigate periods of shortfall for any one project. Tenant rental income would no longer be tied to a specific property but would be pooled across the portfolio to mitigate the risk of reductions in

¹ According to MOHCD staff, there is no accrued interest on the outstanding principal balance pursuant to the terms of the original promissory notes.

² MEDA manages and is the sole member of MEDA Precita Small Properties, LLC

rental income due to vacancies or other reasons to any one property. Similarly, the pooled replacement reserve could be used to fund capital needs of any of the projects.

- Comply with updated underwriting standards for vacancy losses, which increased from five percent to 10 percent, resulting in lower estimated operating revenues compared to previous assumptions at acquisition.

Timeline

According to MOHCD, construction would begin in April 2026 and is scheduled to be completed by April 2027.

Loan Agreement

The proposed Amended and Restated Loan Agreement would: (a) consolidate the 15 existing Small Sites Program loan agreements (one for each project), that have a combined principal amount totaling \$31,580,766, under one loan agreement; and (b) increase the combined Small Sites Program loan by \$6,240,000, for a total Small Sites loan of up to \$37,820,766. Key terms of the loan are summarized in Exhibit 1 below.

Exhibit 1: MEDA Bundle Loan Terms

Terms	Existing	Proposed
Number of Loan Agreements	15	1
Loan Amount	\$31,580,766	\$37,820,766 (increase of \$6,240,000)
Term	30 years ending between 2046 and 2047	40 years, ending 2065
Annual Interest Rate	3%	No change
Interest Type	Simple	No change
	Annual Payments, equal to 2/3 of Residual Receipts	Annual Payments, equal to 50% of Residual Receipts
Repayment	MOHCD share of residual receipts are deposited into replacement reserve until the reserve exceeds 1.5 times the original capitalized replacement reserve required per program guidelines	MOHCD share of residual receipts are deposited into replacement reserve until the reserve exceeds 1.5 times the original capitalized replacement reserve required per program guidelines
Required Rents per Declaration of Restrictions	Rents for units that become vacant will be set so that the combined average rents for all units are equal to 30% of 80% percent of Area Median Income (AMI). No vacant units may be filled with a household earning more than 120% AMI.	No change
City Option to Purchase	n/a	Under one City Option to Purchase Agreement, the City has the option to purchase the properties if the owner fails to comply with the affordability restrictions, if the Declaration of Restrictions is terminated, or if the owner receives another offer to purchase the properties after the City's loan is repaid.

Sources: Amended and Restated Loan Agreement, Form of Declaration of Restrictions, City Option to Purchase Agreement

Loan Documents

The proposed resolution also approves the following associated loan documents:

- The form of the Declaration of Restrictions, which requires the project sponsor to maintain the housing affordability levels defined in the loan agreement for the life of the project, even after the loan is paid in full or otherwise satisfied;
- The Amended and Restated Secured Promissory Note for the loan; and

- The Deed of Trust, which secures the loan.

Program Performance

According to the MOHCD loan evaluation of the proposed loan, most of MEDA's Small Sites projects have had cash flow issues over the last few years partially due to high vacancies, slow lease up, and inconsistent rent increases at some of the sites. The MOHCD loan evaluation states that 13 of the 15 properties in the MEDA Bundle had operating losses in 2023. As shown in Exhibit 2 below, the MEDA Bundle has not been meeting program guidelines for vacancy and rent levels. Further, MEDA has not been submitting required annual reports on a timely basis to MOHCD.

Exhibit 2: MEDA Bundle Vacancy Rate and Rent Levels

Small Sites Guidelines		Actual
Average Vacancy Rate	No more than 10%	13.5% <i>2-Year Average As of May 2025</i>
Average Rent AMI of Occupied Units	Equal to 80% AMI Rent	62% AMI Rent <i>As of Sept 2025</i>

Source: MOHCD Loan Evaluation

MEDA staff turnover and limited documentation of internal controls and procedures have contributed to underperformance of the MEDA bundle and MEDA's other Small Sites projects. MOHCD reports that MEDA is: (a) prioritizing filling vacant units and has reduced the vacancy rate of the MEDA bundle to seven percent; (b) implementing rent increases to tenants paying less than 20 percent of their income in October 2025 and annually thereafter; (c) developing an Operational and Organizational Plan by January 1, 2026; and (d) developing a Long-Term Sustainability Plan by January 1, 2031, as discussed below.

In addition, the MOHCD loan evaluation notes that bundling the projects carries the risk that the contribution of higher performing properties (to project income and occupancy rate for example) can hide the performance of lower performing properties. The Amended and Restated Loan Agreement requires MEDA to submit quarterly vacancy data by property.

FISCAL IMPACT

The City will provide \$6.2 million in additional Small Sites program funding for a total loan not to exceed \$37,820,766 to MEDA for the refinancing and rehabilitation of the 15 projects. Exhibit 3 summarizes the sources and uses of funding for the MEDA Bundle.

Exhibit 3: Sources and Uses of Proposed MEDA Bundle Refinancing

Sources and Uses	Amount	% of Total
<u>Sources</u>		
MOHCD Small Sites Loan	\$37,820,766	74%
Private Loan	13,000,000	26%
Total Sources	\$50,820,766	100%
<u>Uses</u>		
Acquisition*	45,610,554	90%
Hard Costs (incl. 18% contingency)	2,676,125	5%
Soft Costs (incl. 15% contingency)	442,210	1%
Reserves	2,091,878	4%
Total Uses	\$50,820,767	100%

Source: MOHCD

*Acquisition costs reflect outstanding debt that funded property purchase costs, prior rehabilitation costs, initial reserve amounts, and developer costs funded at acquisition

Hard Costs for Rehabilitation

The proposed loan includes \$2.7 million in hard costs to finance immediate rehabilitation needs of the projects, including roof and window replacements, in-unit improvements, improvements to the building exteriors (such as siding repair and paint), and other improvements. Appendix B summarizes the scopes of work for each project, which were based on a Capital Needs Assessment completed in April 2025.

Funding Sources

Small Sites program funding for the proposed loan is from a combination of sources, including:

- Affordable Housing Fund (\$13,038,193)
- 2015 General Obligation Bond funds (\$11,461,000)
- 2024 General Obligation Bond funds (\$4,485,573)
- Housing Trust Fund (\$3,562,000)
- Eastern Neighborhoods-Mission Fees (\$2,734,000)
- Condo conversion fees (\$2,540,000)

City Subsidy

The City's subsidy for the acquisition, rehabilitation, and refinancing of the project is \$37.8 million, or \$424,952 per residential unit, as shown in Exhibit 4 below.

Exhibit 4: City Subsidy per Unit

Residential Units	89
Total Refinance & Rehab Cost	\$50,820,767
Total City Subsidy	\$37,820,766
Total Cost per Residential Unit	\$571,020
City Subsidy per Residential Unit	\$424,952

Source: MOHCD

Subsidy within Small Sites Subsidy Guidelines

Small Sites program guidelines establish the maximum City subsidy per unit for acquisition, rehabilitation, and permanent financing based on the unit type, ranging from \$275,000 for each single room occupancy unit up to \$550,000 per ADU studio unit. MOHCD includes the commercial units when calculating the subsidy per unit. Based on the unit mix of properties, the Small Sites Program funding (\$385,926 per residential and commercial unit) is within program guidelines (\$402,551 per residential and commercial unit) for the 15 projects combined.

Operating Budget

According to the 20-year cash flow analysis for the project, the project will have sufficient revenues to cover operating expenses, management fees, and debt service on the private loan. A portion of net income after operating expenses (residual receipts) will be used to make additional deposits to the project's replacement reserve account, rather than make payments on the MOHCD loan, as permitted by program guidelines.

As discussed below, the replacement reserve will be depleted after Year 10 despite the additional deposits.

Exceptions from MOHCD Guidelines

MOHCD will provide waivers from four Small Sites Program guidelines. Specifically:

- The project's **replacement reserve**, which supports the project's capital needs over time, will be funded to cover 10 years of capital needs, rather than 20 years. MEDA must identify a plan to fund the replacement reserve past Year 10 as part of their Long-Term Stabilization Plan.
- The **construction management fee** is \$81,600, which exceeds the maximum of \$30,000 under Small Sites Program guidelines, because of the number of properties MEDA is rehabilitating. The fee of \$81,600 is based on MOHCD's general Underwriting Guidelines.
- The **hard cost contingency** is 18 percent, which exceeds the maximum of 15 percent, to cover potential additional costs associated with additional rot, mold abatement, and electrical work at three of the projects.
- MOHCD's share of **residual receipts** will be 50 percent, rather than 66 percent, consistent with MOHCD's updated residual receipts policy. Small Sites Program guidelines allow MOHCD's share of residual receipts to be deposited in the project's replacement reserve depending on the funding level of the reserve.

POLICY CONSIDERATION**Long-Term Financial Feasibility of MEDA Bundle**

According to the MOHCD loan evaluation, the long-term financial feasibility of the MEDA bundle is uncertain. The replacement reserve will be depleted after Year 10, which means the project will not be able to address future capital needs of the properties based on the existing operating budget and financing sources. In addition, MEDA will have to refinance the project between years 10 and 15 because of the structure of the private loan. The Bank of San Francisco loan has a 15-year term with a fixed interest rate of 5.25 percent for the first ten years only, after which the interest rate is variable, and a balloon payment is due at year 15. If the interest rate increases after year 10, the project may not have sufficient operating income to meet its debt service requirements. In addition, the project will not be able to afford the balloon payment due at year 15 and will require permanent financing to repay the Bank of San Francisco loan before the end of the term, if not earlier, based on the interest rate.

The Amended and Restated Loan Agreement requires MEDA to develop a Long-Term Sustainability Plan within five years to address the long-term stabilization of the project, future refinancing strategy, and the anticipated depletion of the replacement reserve.

RECOMMENDATION

Approve the proposed resolution.

Appendix A: MEDA Bundle Project Details

Project	Year Built	Neighborhood	No. of Units	Residential Units	Unit Mix	Residential Vacancy Rate	Avg Rent AMI	MEDA Purchase Price	Purchase Year	Existing City Loan	Non-City Loans Payoff Amount
3329-3333 20th St	1900	Mission	10	10	5 studios; 5 one-beds	10%	45%	\$900,000	2016	\$2,540,000	\$784,110
3182-3198 24th St	1900	Mission	13	8	4 studios; 2 one-beds; 2 three-beds; 5 commercial	25%	48%	2,340,000	2017	5,012,000	2,030,165
3353 26th St	1914	Mission	11	10	3 studios; 6 one-beds; 1 two-beds; 1 commercial	0%	59%	1,550,000	2017	2,734,000	1,337,577
1500 Cortland Ave	1959	Bernal Heights	4	4	2 one-beds; 2 two-beds	0%	57%	1,400,000	2016	1,262,000	439,764
35 Fair Ave	1912	Bernal Heights	4	4	4 one-beds	0%	69%	700,000	2017	1,509,000	598,946
3840 Folsom St	1905	Bernal Heights	4	4	3 one-beds; 1 two-beds	0%	67%	1,192,500	2016	1,292,199	441,553
642-646 Guerrero St	1924	Mission	4	4	3 one-beds; 1 two-beds	0%	82%	481,000	2016	1,600,014	416,423
63-67 Lapidge St	1910	Mission	6	6	6 one-beds	0%	73%	1,192,000	2017	1,827,000	986,548
2217-2221 Mission St	1904	Mission	9	8	6 one-beds; 2 two-beds; 1 commercial	13%	65%	2,080,000	2017	2,608,000	1,881,815
3800 Mission St	1910	Bernal Heights	6	5	1 studio; 4 one-beds; 1 commercial	0%	66%	1,020,000	2017	2,099,000	909,781
19-23 Precita Ave	1900	Bernal Heights	3	3	3 three-beds	0%	69%	740,000	2017	1,200,000	668,314
344-348 Precita Ave	1900	Bernal Heights	4	3	1 studio; 1 one-bed; 1 two-bed; 1 commercial	0%	56%	1,002,111	2017	1,385,000	626,820

Project	Year Built	Neighborhood	No. of Units	Residential Units	Unit Mix	Residential Vacancy Rate	Avg Rent AMI	MEDA Purchase Price	Purchase Year	Existing City Loan	Non-City Loans Payoff Amount
269-271 Richland Ave	1908	Bernal Heights	6	6	4 one-bed; 2 two-beds	0%	67%	1,300,000	2017	2,100,000	511,564
380 San Jose Ave	1900	Mission	4	4	4 one-bed	25%	75%	1,450,000	2016	1,431,553	499,912
1015 Shotwell St	1900	Mission	10	10	2 studios; 7 one-beds; 1 two-beds	10%	67%	2,240,000	2017	2,981,000	1,896,495
Total			98	89		7%	62%	\$19,587,611		\$31,580,766	\$14,029,787

Source: MOHCD Loan Evaluation for MEDA Bundle; Vacancy rate based on identified vacant units in Exhibit A of the proposed Amended and Restated Loan Agreement

Appendix B: Rehabilitation Scopes of Work for MEDA Bundle from MOHCD Loan Evaluation

Project	Proposed Scope of Work	Hard Cost Estimate	Units	Cost per Unit
3329 20th St	No immediate rehabilitation needs	\$0	10	\$0
3182 24th St	<u>Exterior</u> : Repair exterior wood siding and paint; repair four-story stairway	42,400	13	3,262
3353 26th St	<u>Exterior</u> : Repair/replace exterior siding and paint; replace exterior windows; repair entry tile <u>Interior</u> : Electrical service upgrade and meter installation <u>Unit Improvements</u> : Window replacement in eight units	356,140	11	32,376
1500 Cortland Ave	<u>Roof</u> : Roof replacement <u>Interior</u> : Intercom replacement <u>Unit Improvements</u> : Exhaust fan replacement	39,200	4	9,800
35 Fair Ave	<u>Roof</u> : Roof replacement <u>Exterior</u> : Repair exterior wood siding and paint	65,050	4	16,263
3840 Folsom St	<u>Roof</u> : Main roof replacement <u>Exterior</u> : Garage work, including replacing the garage door hardware, replacing the garage built-up roof and re-sloping the roof deck to allow for proper water drainage and installation of scuppers and drains; exterior stucco repair <u>Unit Improvements</u> : Window replacement	153,868	4	38,467
642 Guerrero St	<u>Exterior</u> : Replace exterior lights; recondition exterior doors <u>Interior</u> : Replace existing electrical system <u>Unit Improvements</u> : Replace windows in four units; replace water heater in one unit <u>HVAC</u> : Replace exhaust fans in three units; replace heating system in four units	266,200	4	66,550
63 Lapidge St	<u>Roof</u> : Roof repair <u>Unit Improvements</u> : Replace windows in four units; replace exhaust fan in one unit	143,950	6	23,992
2217 Mission St	<u>Interior</u> : Replace three common area windows <u>Unit Improvements</u> : Replace windows in two units <u>HVAC</u> : Replace exhaust fans in two units	15,300	9	1,700
3800 Mission St	<u>Roof</u> : Roof replacement <u>Exterior</u> : Recondition unit entry doors <u>Unit Improvements</u> : Replace windows in five units <u>HVAC</u> : Replace exhaust fans in two units	169,800	6	28,300
19 Precita Ave	<u>Roof</u> : Replace replacement <u>Exterior</u> : Repair exterior wood siding and repaint; replace exterior gate <u>Unit Improvements</u> : Replace windows in three units	222,920	3	74,307

Project	Proposed Scope of Work	Hard Cost Estimate	Units	Cost per Unit
	<u>Roof</u> : Roof replacement			
	<u>Exterior</u> : Recondition entry doors; wood stair deck repair			
344 Precita Ave	<u>Unit Improvements</u> : Replace windows in three units	117,750	4	29,438
380 San Jose Ave	<u>Unit Improvements</u> : Window replacement in all units	270,780	6	45,130
	<u>Exterior</u> : Structural repairs, door repair			
	<u>Interior</u> : Sewer line replacement; electrical upgrade			
	<u>Unit Improvements</u> : Replace three windows; carpet replacement;	96,580	4	24,145
269 Richland Ave				
1015 Shotwell St	<u>Interior</u> : Electrical upgrade	7,800	10	780
Total Costs		\$1,967,738	98	\$20,079

Source: MOHCD Small Sites Program Loan Evaluation for MEDA Bundle

**AMENDED AND RESTATED
LOAN AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO
SMALL SITES PROGRAM)**

By and Between

THE CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, represented by the Mayor,
acting by and through the Mayor's Office of Housing and Community Development,

and

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

for

Mission Bundle
3329-3333 20th Street
3182-3198 24th Street
3353 26th Street
1500 Cortland Avenue
35 Fair Avenue
3840 Folsom Street
642-646 Guerrero Street
63-67 Lapidge Street
2217-2221 Mission Street
3800 Mission Street
19-23 Precita Avenue
344-348 Precita Avenue
269-271 Richland Avenue
380 San Jose Avenue
1015 Shotwell Street

SSP Loan: \$37,820,766.00
2015 General Obligation Bond: 11,461,000.00
Affordable Housing Fund: \$ 13,038,193.00
Condo Conversion Fees: \$ 2,540,000.00
Eastern Neighborhoods- Mission Fees: \$ 2,734,000.00
Housing Trust Fund: \$ 3,562,000.00
2024 General Obligation Bond: \$ 4,485,573.00

Dated as of [_____], 2025

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EXHIBITS

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**AMENDED AND RESTATED
LOAN AGREEMENT**
(City and County of San Francisco
SSP Program)

Property Addresses: 3329-3333 20th Street; 3182-3198 24th Street; 3353 26th Street; 1500 Cortland Avenue; 35 Fair Avenue; 3840 Folsom Street; 642-646 Guerrero Street; 63-67 Lapidge Street; 2217-2221 Mission Street; 3800 Mission Street; 19-23 Precita Avenue; 344-348 Precita Avenue; 269-271 Richland Avenue; 380 San Jose Avenue; and 1015 Shotwell Street

THIS AMENDED AND RESTATED LOAN AGREEMENT ("Agreement") is entered into as of [_____], 2025, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "City"), represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), and **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited liability company ("Borrower").

RECITALS

A. On July 18, 2014, the Citywide Affordable Housing Loan Committee authorized the Small Sites Acquisition and Rehabilitation Loan Program ("Small Sites Program") for the purpose of preserving and stabilizing San Francisco's existing rental housing stock of buildings that are up to 25 units and occupied by low- to moderate-income tenants who are vulnerable to displacement due to market-driven increases in evictions. On September 9, 2022, the Citywide Affordable Housing Loan Committee approved updated Guidelines for the Small Sites Program Through this approval, MOHCD is authorized to provide loans to individual entities for acquisition and rehabilitation of specific existing residential buildings.

B. On November 3, 2015, the voters of the City and County of San Francisco approved Proposition A, which provided for the issuance of up to \$310 million in general obligation bonds to finance the construction, acquisition, improvement, rehabilitation, preservation and repair of certain affordable housing improvements (the "2015 GO Bond"). To the extent permitted by law, the City intends to reimburse with proceeds of the Bond amounts disbursed under this Agreement to Borrower for the development of affordable housing. The funds provided under this Agreement will be referred to herein as the "2015 GO Bond Funds."

C. Under the Inclusionary Affordable Housing Program set forth in Sections 415.1 et seq. of the San Francisco Planning Code, the Citywide Affordable Housing Fund established under San Francisco Administrative Code Section 10.100-49 ("Affordable Housing Fund") receives impact Affordable Housing Fees ("Inclusionary Fees") paid by housing developers to satisfy requirements of the Inclusionary Affordable Housing Program. The City may use the Inclusionary Fees received by the Citywide Affordable Housing Fund to finance housing affordable to qualifying households. MOHCD administers the Affordable Housing Fund and enforces agreements relating to them. The funds provided from the Affordable Housing Fund with Inclusionary Fees under this Agreement will be referred to herein as the "Inclusionary Funds."

D. Under the Expedited Conversion program set forth in Section 1396.4 of the San Francisco Subdivision Code, the Affordable Housing Fund receives fees relating to the conversion of dwelling units into condominiums (“Condo Conversion Fees”). The City may use the Condo Conversion Fees received by the Citywide Affordable Housing Fund to finance housing affordable to qualifying households. MOHCD administers the Affordable Housing Fund and enforces agreements relating to them. The funds provided from the Affordable Housing Fund with Condo Conversion Fees under this Agreement will be referred to herein as the “Condo Funds.”

E. Pursuant to Section 423.5 of the San Francisco Planning Code (“Section 423.5”), the Affordable Housing Fund receives from the San Francisco Department of Building Inspection a percentage of impact fees paid by sponsors of developments located in Designated Affordable Housing Zones in the Eastern Neighborhoods Program Area (the “EN Mission Fees”). The City may use the EN Mission Fees received by the Affordable Housing Fund to finance housing affordable to qualifying households and related improvements according to the permitted uses set forth in Section 423.5. MOHCD administers the Affordable Housing Fund and enforces agreements relating to them. The funds provided from the Affordable Housing Fund with EN Mission Fees under this Agreement will be referred to herein as the “EN Funds.”

F. On March 5, 2024, the voters of the City and County of San Francisco approved Proposition A (Ordinance 283-24), which provided for the issuance of up to \$300 million in general obligation bonds to finance the construction, acquisition, improvement, rehabilitation, preservation and repair of certain affordable housing improvements (the “2024 GO Bond”). To the extent permitted by law and in accordance with this Agreement, the City intends to provide funds from the proceeds of the 2024 G.O. Bond amounts disbursed under this Agreement to Borrower for the development of affordable housing. The funds provided under this Agreement will be referred to herein as the “2024 GO Bond Funds.”

F. In November 2012, the voters of the City approved Proposition C, which established a housing trust fund to provide funds to support creating, acquiring and rehabilitating affordable housing and promoting affordable home ownership programs (the “Housing Trust Fund”). The City is authorized to provide funds from the Housing Trust Fund to Borrower pursuant to San Francisco City Charter Section 16.110. The funds provided from the Housing Trust Fund under this Agreement will be referred to herein as the “HTF Funds.”

G. The funds provided from the 2015 GO Bond Funds, the Inclusionary Funds, the Condo Funds, the EN Funds, the HTF Funds, and the 2024 GO Bond Funds under this Agreement are collectively referred to herein as the “Funds.”

H. Borrower has a fee interest in the real property located at 344-348 Precita Avenue, in San Francisco, California, and intends to acquire a fee interest in certain real properties located at the following: 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue; 35 Fair Avenue, 3840 Folsom Street; 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 269-271 Richland Avenue; 380 San Jose Avenue; and 1015 Shotwell Street, all in San Francisco, California (each, a “Property,” and collectively, the “Site”). Each Property is improved with a multifamily residential building, with an aggregate total of 89 residential rental housing units, and the

buildings located at 3182-3198 24th Street, 3353 26th Street, 2217-2221 Mission Street, 3800 Mission Street, and 344 Precita Avenue contain ancillary commercial space, with an aggregate total of nine units of commercial space (collectively, the “Commercial Space”). Borrower desires to use the Funds to: (1) acquire the parts of the Site it does not yet own, (2) rehabilitate the fourteen buildings located on the Site, and (3) financially stabilize the buildings to preserve the Site as residential housing affordable to low- and moderate-income households (collectively, the “Project”).

I. The City previously made the following loans under MOHCD’s Small Sites Program (“SSP”) to the owners of each Property as follows:

1. A loan in the principal amount of Two Million Five Hundred Forty Thousand and No/100 Dollars (\$2,540,000.00) (the “20th Street Loan”) under that certain Loan Agreement dated as of November 17, 2016 (the “20th Street Loan Agreement”);
2. A loan in the principal amount of [Five Million Twelve Thousand and No/100 Dollars (\$5,012,000.00) (the “24th Street Loan”) under that certain Loan Agreement dated as of April 21, 2017, as amended by that certain First Amendment to Loan Agreement dated as of January 10th, 2020 (the “24th Street Loan Agreement”);
3. A loan in the principal amount of Two Million Seven Hundred Thirty-Four Thousand and No/100 Dollars (\$2,734,000.00) (the “26th Street Loan”) under that certain Loan Agreement dated as of October 17, 2017 (the “26th Street Loan Agreement”);
4. A loan in the principal amount of One Million Two Hundred Sixty-Two Thousand and No/100 Dollars (\$1,262,000.00) (the “Cortland Street Loan”) under that certain Loan Agreement dated as of July 13, 2016 (the “Cortland Street Loan Agreement”);
5. A loan in the principal amount of One Million Five Hundred Nine Thousand and No/100 Dollars (\$1,509,000.00) (the “Fair Avenue Loan”) under that certain Loan Agreement dated as of July 7, 2017 (the “Fair Avenue Loan Agreement”);
6. A loan in the principal amount of One Million Three Hundred Sixty-Seven Thousand and No/100 Dollars (\$1,367,000) (the “Folsom Street Loan”) under that certain Loan Agreement dated as of September 16, 2016 (the “Folsom Street Loan Agreement”);
7. A loan in the principal amount of One Million Six Hundred Fourteen Thousand and No/100 Dollars (\$1,600,014.00) (the “Guerrero Street Loan”) under that certain Loan Agreement dated as of January 6, 2016 (the “Guerrero Street Loan Agreement”);
8. A loan in the principal amount of One Million Eight Hundred Twenty-Seven Thousand and No/100 Dollars (\$1,827,000.00) (the “Lapidge Street Loan”) under that certain Loan Agreement dated as of April 5, 2017 (the “Lapidge Street Loan Agreement”);
9. A loan in the principal amount of Two Million Six Hundred Eight Thousand and No/100 Dollars (\$2,608,000.00) (the “2217 Mission Street Loan”) under that certain Loan Agreement dated as of June 2, 2017 (the “2217 Mission Street Loan Agreement”);
10. A loan in the principal amount of Two Million Ninety-Nine Thousand and No/100 Dollars (\$2,099,000.00) (the “3800 Mission Street Loan”) under that certain Loan Agreement dated as of February 14, 2017 (the “3800 Mission Street Loan Agreement”);
11. A loan in the principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) (the “19 Precita Avenue Loan”) under that certain Loan Agreement dated as of September 22, 2017 (the “19 Precita Avenue Loan Agreement”);
12. A loan in the principal amount of One Million Three Hundred Eighty-Five Thousand and No/100 Dollars (\$1,385,000.00) (the “344 Precita Avenue Loan”) under that

certain Loan Agreement dated as of March 10, 2017 (the “344 Precita Avenue Loan Agreement”);

13. A loan in the principal amount of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00) (the “Richland Avenue Loan”) under that certain Loan Agreement dated as of March 2, 2017 (the “Richland Avenue Loan Agreement”);

14. A loan in the principal amount of One Million Four Hundred Thirty-One Thousand Five Hundred Fifty-Three and No/100 Dollars (\$1,431,553.00) (the “San Jose Avenue Loan”) under that certain Loan Agreement dated as of January 6, 2016 (the “San Jose Avenue Loan Agreement”); and

15. A loan in the principal amount of Two Million Nine Hundred Eighty-One Thousand and No/100 Dollars (\$2,981,000.00) (the “Shotwell Street Loan”) under that certain Loan Agreement dated as of May 5, 2017 (the “Shotwell Street Loan Agreement”).

The 20th Street Loan, 24th Street Loan, 26th Street Loan, Cortland Street Loan, Fair Avenue Loan, Folsom Street Loan, Guerrero Street Loan, Lapidge Street Loan, 2217 Mission Street Loan, 3800 Mission Street Loan, 19 Precita Avenue Loan, Richland Avenue Loan, San Jose Avenue Loan, and Shotwell Street Loan are hereinafter collectively referred to as the “Original SSP Loans.” The 20th Street Loan Agreement, 24th Street Loan Agreement, 24th Street Loan Agreement Amendment, 26th Street Loan Agreement, Cortland Avenue Loan Agreement, Fair Avenue Loan Agreement, Folsom Street Loan Agreement, Guerrero Street Loan Agreement, Lapidge Street Loan Agreement, 2217 Mission Street Loan Agreement, 3800 Mission Street Loan Agreement, 19 Precita Avenue Loan Agreement, Richland Avenue Loan Agreement, San Jose Avenue Loan Agreement, and Shotwell Street Loan Agreement are herein collectively referred to as the “Original SSP Loan Agreements.”

J. The owners of the Site previously secured additional loans from commercial lenders to acquire each Property, and such loans have an aggregate principal balance of \$14,029,787, plus accrued and unpaid interest. In addition, the owners of the Site have suffered from escalating operating costs because of inflation, changes to the property insurance market, and the lingering effects of COVID-19.

K. As part of Borrower’s acquisition of the Site, Borrower intends to assume, and owners intend to assign to Borrower, the Original SSP Loans and the obligations under the Original SSP Loan Agreements (the “Assignment and Assumption”). The consent of the City is required for the Assignment and Assumption and the transfer of the Site to Borrower. The City has reviewed Borrower’s request for the Assignment and Assumption and acquisition of the Site and, in reliance on the accuracy of the information provided by Borrower, has consented to the request. In connection with such Assignment and Assumption and transfer, the City and Borrower have agreed to consolidate the principal associated with the 344 Precita Avenue Loan and the Original SSP Loans, totaling Thirty-One Million Five Hundred Eighty Thousand Seven Hundred Sixty-Six and No/100 Dollars (\$31,580,766.00) (the “Original SSP Loan Amount”), along with an additional Six Million Two Hundred Forty Thousand and No/100 Dollars (\$6,240,000.00) in Funds, into a single modified loan (the “SSP Loan”) in a total amount equal to Thirty-Seven Million Eight Hundred Twenty Thousand Seven Hundred Sixty-Six and No/100 Dollars (\$37,820,766.00) (the “Funding Amount”) to be governed by the terms of the Agreement.

L. Borrower has secured a senior permanent loan to Borrower in the principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00) from the Bank of San Francisco as additional financing for the Project.

M. On the Agreement Date, this Agreement will amend, restate, supersede and replace the 344 Precita Loan Agreement and the Original SSP Loan Agreements in their entirety. Concurrently herewith, Borrower will also (i) execute an Amended and Restated Secured Promissory Note in favor of the City to supersede and replace each promissory note evidencing the 344 Precita Loan and the Original SSP Loans, (ii) execute and record a deed of trust to secure such amended and restated promissory note, (iii) execute and record an amended and restated declaration of restrictions for each Property, and (iv) execute and record a City Purchase Option Agreement. As of the Agreement Date, City will cancel and return the promissory notes evidencing the 344 Precita Avenue Loan and Original SSP Loans and reconvey the deeds of trust securing the promissory notes evidencing the 344 Precita Avenue Loan and the Original SSP Loans.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1 DEFINITIONS.

1.1 **Defined Terms.** As used in this Agreement, the following words and phrases have the following meanings:

"Accounts" means all depository accounts, including reserve and trust accounts, required or authorized under this Agreement or otherwise by the City in writing. All Accounts must be maintained in accordance with **Section 2.3**.

"Agreement" means this Loan Agreement.

"Agreement Date" means the date first written above.

"Annual Monitoring Report" and "AMR" have the meaning set forth in **Section 10.3**.

"Annual Operating Budget" means an annual operating budget for the Project attached hereto as **Exhibit B-2**, which may not be adjusted without the City's prior written approval.

"Annual Operating Report" and "AOR" have the meaning set forth in **Section 10.3**.

"Approved Plans" has the meaning set for in **Section 5.2**.

“Approved Specifications” has the meaning set forth in **Section 5.2**.

"Authorizing Resolutions" means: (a) in the case of a corporation, a certified copy of resolutions adopted by its board of directors; (b) in the case of a partnership (whether general or limited), a certificate signed by all of its general partners; and (c) in the case of a limited liability company, a certified copy of resolutions adopted by its board of directors or members, satisfactory to the City and evidencing Borrower's authority to execute, deliver and perform the obligations under the City Documents to which Borrower is a party or by which it is bound.

“Big Sites Project” means a project that includes more than 40 Units, financed with the City’s Small Sites Program funding.

“Bonds” has the meaning set forth in **the Recitals**.

"Borrower" means Meda Precita Small Properties, LLC, a California limited liability company whose sole member and manager is Mission Economic Development Agency, a California nonprofit public benefit corporation, and its authorized successors and assigns.

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

"CFR" means the Code of Federal Regulations.

"Charter Documents" means: (a) in the case of a corporation, its articles of incorporation and bylaws; (b) in the case of a partnership, its partnership agreement and any certificate or statement of partnership; and (c) in the case of a limited liability company, its operating agreement and any LLC certificate or statement. The Charter Documents must be delivered to the City in their original form and as amended from time to time and be accompanied by a certificate of good standing for Borrower issued by the California Secretary of State and, if Borrower is organized under the laws of a state other than California, a certificate of good standing issued by the Secretary of State of the state of organization, issued no more than ninety (90) days before the Agreement Date.

"City" means the City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through MOHCD. Whenever this Agreement provides for a submission to the City or an approval or action by the City, this Agreement refers to submission to or approval or action by MOHCD unless otherwise indicated.

"City Documents" means this Agreement, the SSP Note, the SSP Deed of Trust, the Declaration of Restrictions, the Purchase Option, and any other documents executed or delivered in connection with this Agreement.

"CNA" means a 20-year capital needs assessment or analysis of replacement reserve requirements.

“Commercial Income” means all receipts received by Borrower from the operation of the Commercial Space, including rents, fees, deposits (other than security deposits), any accrued interest disbursed from any reserve account authorized under this Agreement for a purpose other than that for which the reserve account was established, reimbursements, and other charges paid to Borrower in connection with the Commercial Space.

"Commercial Space" has the meaning set forth in **Recital H**. As used in this Agreement, the term excludes common area space in the Project to be used primarily for the benefit of the Qualified Tenants.

“Commercial Surplus Cash” means Commercial Income remaining after payment of the sum of commercial debt service, operating expenses for the Commercial Space and reserve deposits for the Commercial Space but excludes depreciation, amortization, depletion, other non-cash expenses or expenditures from reserve accounts.

"Completion Date" has the meaning set forth in **Section 5.6**.

"Compliance Term" means the period commencing on the date the SSP Deed of Trust is recorded in the Recorder’s Office of San Francisco County and remaining for the time during which the Project, or any modification of the Project, remains in existence, but in any event no less than ninety nine (99) years, even if the Loan is repaid or otherwise satisfied or the SSP Deed of Trust is reconveyed before that date.

“Construction Contract” has the meaning set forth in **Section 5.2**.

“Contracting Manual” means the Contracting Implementation Manual (CIM) issued by MOHCD and dated July 2013, as the same may be amended from time to time.

"Declaration of Restrictions" means, collectively, each recorded declaration of restrictions in form and substance attached hereto as **Exhibit J** and in final form acceptable to the City that requires Borrower, each Property, and the Project to comply with the use restrictions in this Agreement for the Compliance Term, even if the Loan is repaid or otherwise satisfied, this Agreement terminates or the SSP Deed of Trust is reconveyed.

"Deed of Trust" means the SSP Deed of Trust.

“Department of Building Inspection” has the meaning set forth in **Section 5.2**.

“Direct Referral Tenant” means a household that has entered into a lease with Borrower in a form approved by City and that holds a certificate, voucher or similar rental subsidy benefit through Episcopal Community Services, Catholic Charities, or substantially similar program approved by MOHCD, the amount of which is sufficient to pay Rent for the occupied Unit in the amount specified in **Exhibit A**.

"Disbursement" means the disbursement of all or a portion of the Funding Amount by the City as described in **Article 4**.

"Distributions" has the meaning set forth in **Section 13.1**.

"Environmental Activity" means any actual, proposed or threatened spill, leak, pumping, discharge, leaching, storage, existence, release, generation, abatement, removal, disposal, handling or transportation of any Hazardous Substance from, under, into or on the Site.

"Environmental Laws" means all present and future federal, state, local and administrative laws, ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to health and safety, industrial hygiene or the environment or to any Hazardous Substance or Environmental Activity, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as the "Superfund" law) (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. §§ 6901 *et seq.*); the National Environmental Policy Act of 1969 ("NEPA") (24 CFR §§ 92 and 24 CFR §§ 58); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the "California Superfund" law) (Cal. Health & Safety Code §§ 25300 *et seq.*); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (Cal. Health & Safety Code §§ 25249.2 *et seq.*); and Sections 25117 and 25140 of the California Health & Safety Code.

"Escrow Agent" has the meaning set forth in **Section 4.2**.

"Event of Default" has the meaning set forth in **Section 19.1**.

"Excess Proceeds" has the meaning set forth in **Section 5.9**.

"Expenditure Request" means a written request by Borrower for a Disbursement from the Funding Amount, which must certify that the Project costs covered by the Expenditure Request have been paid or incurred by Borrower.

"Funding Amount" has the meaning set forth in **the Recitals**.

"Funds" has the meaning set forth in **the Recitals**.

"GAAP" means generally accepted accounting principles in effect on the date of this Agreement and at the time of any required performance.

"Governmental Agency" means: (a) any government or municipality or political subdivision of any government or municipality; (b) any assessment, improvement, community facility or other special taxing district; (c) any governmental or quasi-governmental agency, authority, board, bureau, commission, corporation, department, instrumentality or public body; or (d) any court, administrative tribunal, arbitrator, public utility or regulatory body.

"Hazardous Substance" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any Governmental Agency to pose a present

or potential hazard to human health or safety or to the environment. Hazardous Substance includes any material or substance listed, defined or otherwise identified as a "hazardous substance," "hazardous waste," "hazardous material," "pollutant," "contaminant," "pesticide" or is listed as a chemical known to cause cancer or reproductive toxicity or is otherwise identified as "hazardous" or "toxic" under any Environmental Law, as well as any asbestos, radioactive materials, polychlorinated biphenyls and any materials containing any of them, and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids. Materials of a type and quantity normally used in the rehabilitation, construction, operation or maintenance of developments similar to the Project will not be deemed "Hazardous Substances" for the purposes of this Agreement if used in compliance with applicable Environmental Laws.

"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.

"In Balance" means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will be sufficient to complete rehabilitation of the Project, as determined by the City in its sole discretion.

"Indemnitee" means, individually or collectively, (i) City, including MOHCD and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

"Laws" means all statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or Governmental Agency.

"Loan" means the SSP Loan.

"Loss" or "Losses" includes any loss, liability, damage, cost, expense or charge and reasonable attorneys' fees and costs, including those incurred in a proceeding in court or by mediation or arbitration, on appeal or in the enforcement of the City's rights or in defense of any action in a bankruptcy proceeding.

"Manager" means Mission Economic Development Agency, a California nonprofit public benefit corporation, Borrower's sole member and manager.

"Marketing and Tenant Selection Plan" has the meaning set forth in **Section 6.1**.

"Maturity Date" has the meaning set forth in **Section 3.1**.

"Maximum Rent" means the total amount for rent and utilities (with the maximum allowance for utilities determined by the SFHA) charged to a Qualified Tenant. Maximum Rent must be approved by MOHCD and may not exceed: (i) the amount identified in the "100% of Median – Max Gross Rent" row and the applicable Unit type column in the Maximum Rent Table; or (ii) in the case of a Qualified Tenant participating in a rent subsidy program, the tenant paid portion of the contract rent as determined by either (A) the SFHA for Qualified Tenants holding Section 8 vouchers or certificates, or (B) MOHCD for any other rent subsidy program.

“Maximum Rent Table” means the “Maximum Monthly Rent by Unit Type derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that Contains San Francisco,” as published annually by MOHCD, or a successor metric approved by MOHCD.

“Median Income” means 100% median income as published annually by MOHCD, or a successor metric approved by MOHCD, derived in part from income limits determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as “Unadjusted Median Income”. MOHCD’s current publication for determination of Median Income is the “Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that Contains San Francisco.”

"MOHCD" means the Mayor’s Office of Housing and Community Development or its successor.

“MOHCD Monthly Project Update” has the meaning set forth in **Section 10.2**.

“Official Records” means the Official Records of the City and County of San Francisco.

"Operating Reserve Account" has the meaning set forth in **Section 12.2**.

"Opinion" means an opinion of Borrower's California legal counsel, satisfactory to the City and its legal counsel, that Borrower is a duly formed, validly existing California limited liability company in good standing under the laws of the State of California, has the power and authority to enter into the City Documents and will be bound by their terms when executed and delivered, and that addresses any other matters the City reasonably requests.

"Out of Balance" means that the sum of undisbursed Funds and any other sources of funds that Borrower has closed or for which Borrower has firm commitments will not be sufficient to complete rehabilitation of the Project, as determined by the City in its sole discretion.

"Payment Date" means the first day of the month that is one full calendar month after the date that the SSP Deed of Trust is recorded in the Recorder’s Office of San Francisco County. “Payment Date” also means each succeeding 1st day of the month until the Maturity Date.

"Permitted Exceptions" means liens in favor of the City, real property taxes and assessments that are not delinquent, and any other liens and encumbrances the City expressly approves in writing in its escrow instructions.

“Preferences and Lottery Manual” means MOHCD’s Marketing, Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

“Preferences Ordinance” means Chapter 47 of the San Francisco Administrative Code, as amended from time to time.

"Project" means the development described in the **Recitals**. If indicated by the context, "Project" means the Site and the improvements developed on the Site.

"Project Expenses" means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (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 or by other lenders providing secured financing for the Project; (b) salaries, wages and any other compensation due and payable to the employees or agents of Borrower employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) required payments of interest and principal, if any, on any junior or senior financing secured by the Site and used to finance the Project that has been approved by the City; (d) all other expenses actually incurred to cover operating costs of the Project, including maintenance and repairs and the fee of any managing agent as indicated in the Annual Operating Budget; (e) required deposits to the Replacement Reserve Account, Operating Reserve Account, Vacancy Reserve Account and any other reserve account required under this Agreement; (f) the approved annual asset management fees in the amount of [\$134,064.00] (plus a 3.5% annual increase as indicated in the Annual Operating Budget and approved by the City); and (g) any extraordinary expenses approved in advance by the City (other than expenses paid from any reserve account).

"Project Income" means all income and receipts in any form received by Borrower from the operation of the Project, including rents, fees, deposits (other than tenant security deposits), any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established, reimbursements and other charges paid to Borrower in connection with the Project. Interest accruing on any portion of the Funding Amount is not Project Income or Commercial Income.

"Project Operating Account" has the meaning set forth in **Section 11.1**.

"Public Benefit Purposes" means activities or programs that primarily benefit low-income persons, are implemented by one or more nonprofit 501(c)(3) public benefit organizations, or have been identified by a City agency or a community planning process as a priority need in the neighborhood in which the Project is located.

"Purchase Option" means the Purchase Option Agreement executed by Borrower granting the City an option to purchase the Site to ensure the continued enforceability of City's regulatory program pursuant to the Declaration of Restrictions, in form and substance acceptable to the City.

"Qualified Tenant" means household occupying the Project that has been certified and approved as earning no more than the maximum permissible annual income level allowed by this Agreement and that has entered into a lease with Borrower in a form approved by City. As the context requires, "Qualified Tenant" also means households occupying the Project that have entered into a lease with Borrower in a form approved by City but have not been income certified, in accordance with **Section 7.2(a)**. "Qualified Tenant" includes Direct Referral Tenants.

"Rent" means the monthly sum charged to Qualified Tenants for rent in compliance with this Agreement.

"Replacement Reserve Account" has the meaning set forth in **Section 12.1**.

"Residual Receipts" means Project Income remaining after payment of Project Expenses. The amount of Residual Receipts must be based on figures contained in audited financial statements.

"Retention" has the meaning set forth in **Section 4.7**.

"Section 8" means rental assistance provided under Section 8(c)(2)(A) of the United States Housing Act of 1937 (42 U.S.C. § 1437f) or any successor or similar rent subsidy programs.

"Senior Lien" has the meaning set forth in **Section 22.1**.

"Severely Rent Burdened" means a Qualified Tenant household paying monthly Rent that is fifty percent (50%) or more of its gross monthly income (as shown on the Qualified Tenant's income certification required under **Section 7.3** below).

"SFHA" means the Housing Authority of the City and County of San Francisco.

"Site" means the real property described in the **Recitals** of this Agreement.

"Small Sites Project" means a project that includes up to 40 Units, financed with the City's Small Sites Program funding.

"SSP Deed of Trust" means the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower's performance under this Agreement, the Declaration of Restrictions, and the SSP Note, in form and substance acceptable to the City.

"SSP Guidelines" means MOHCD's Small Sites Program Guidelines, as amended from time to time.

"SSP Loan" has the meaning set forth in the **Recitals**.

"SSP Note" means the promissory note executed by Borrower in favor of the City in the original principal amount of the Funding Amount.

"Table" means: (a) the Table of Sources and Uses, (b) the Annual Operating Budget, and (c) the 20-Year Cash Flow Proforma.

"Table of Sources and Uses" means a table of sources and uses of funds attached hereto as **Exhibit B-1**, including a line item budget for the use of the Funding Amount, which table may not be adjusted without the City's prior written approval.

“Tenant Screening Criteria Policy” means the policy attached hereto as **Exhibit I**.

"Title Policy" means an ALTA extended coverage lender's policy of title insurance in form and substance satisfactory to the City, issued by an insurer selected by Borrower and satisfactory to the City, together with any endorsements and policies of coinsurance and/or reinsurance required by the City, in a policy amount equal to the Funding Amount, insuring the SSP Deed of Trust, and indicating the Declaration of Restrictions as valid liens on the Site, each subject only to the Permitted Exceptions.

“20-Year Cash Flow Proforma” means the 20-year cash flow proforma for the Project attached as **Exhibit B-3**.

"Unit" means a residential rental unit within the Project.

“Waiting List” has the meaning set forth in **Section 6.5**.

1.2 Interpretation. The following rules of construction will apply to this Agreement and the other City Documents.

(a) The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. The word "include(s)" means "include(s) without limitation" and "include(s) but not limited to," and the word "including" means "including without limitation" and "including but not limited to" as the case may be. No listing of specific instances, items or examples in any way limits the scope or generality of any language in this Agreement. References to days, months and years mean calendar days, months and years unless otherwise specified. References to a party mean the named party and its successors and assigns.

(b) Headings are for convenience only and do not define or limit any terms. References to a specific City Document or other document or exhibit mean the document, together with all exhibits and schedules, as supplemented, modified, amended or extended from time to time in accordance with this Agreement. References to Articles, Sections and Exhibits refer to this Agreement unless otherwise stated.

(c) Accounting terms and financial covenants will be determined, and financial information must be prepared, in compliance with GAAP as in effect on the date of performance. References to any Law, specifically or generally, will mean the Law as amended, supplemented or superseded from time to time.

(d) The terms and conditions of this Agreement and the other City Documents are the result of arms'-length negotiations between and among sophisticated parties who were represented by counsel, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the construction and interpretation of the City Documents. The language of this Agreement must be construed as a whole according to its fair meaning.

1.3 Websites for Statutory References. The statutory and regulatory materials listed below may be accessed through the following identified websites.

(a) CFR provisions: <https://www.govinfo.gov/help/cfr>

(b) OMB circulars: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

(c) S.F. Administrative Code: <https://sfgov.org/civilservice/SAN-FRANCISCO-ADMINISTRATIVE-CODE>

1.4 Contracting Manual. As applicable, Borrower shall use the Contracting Manual as a guide to Borrower's responsibilities under Laws and regulations regarding soliciting, awarding and administering contracts associated with projects assisted by federal funds and some City funds. In the event of a conflict between the terms of the Contracting Manual and this Agreement, the terms of the Agreement shall prevail.

ARTICLE 2 FUNDING.

2.1 Funding Amount. The City agrees to lend to Borrower a maximum principal amount equal to the Funding Amount in order to finance Borrower's acquisition and rehabilitation of the Site and provide permanent financing for the Project to preserve affordability that might otherwise be lost to the market-rate real estate market. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.

2.2 Use of Funds. Borrower acknowledges that the City's agreement to make the Loan is based in part on Borrower's agreement to use the Funds solely for the purpose set forth in **Section 2.1** and agrees to use the Funds solely for that purpose in accordance with the approved Table of Sources and Uses. Notwithstanding anything to the contrary contained herein, City shall not approve expenditure of Funds for expenses incurred by Borrower prior to the Agreement Date.

2.3 Accounts; Interest. Each Account to be maintained by Borrower under this Agreement must be held in a bank or savings and loan institution acceptable to the City as a segregated account that is insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program. With the exception of tenant security deposit trust accounts, any interest earned on funds in any Account must be used for the benefit of the Project.

2.4 Records. Borrower must maintain and provide to the City upon request records that accurately and fully show the date, amount, purpose and payee of all expenditures from each Account authorized under this Agreement or by the City in writing and keep all estimates, invoices, receipts and other documents related to expenditures from each Account. In addition, Borrower must provide to the City promptly following Borrower's receipt, complete copies of all

monthly bank statements, together with a reconciliation, for each Account until all funds (including accrued interest) in each Account have been disbursed for eligible uses.

2.5 Conditions to Additional Financing. The City may grant or deny any application by Borrower for additional financing for the Project in its sole discretion.

ARTICLE 3 TERMS. Borrower's repayment obligations with respect to the Funding Amount will be evidenced and governed by the SSP Note, which will govern in the event of any conflicting provision in this Agreement.

3.1 Maturity Date. Borrower must repay all amounts owing under the City Documents on the date that is the fortieth (40th) anniversary of the date that is the first day of the first full month following the date the SSP Deed of Trust is recorded in the Recorder's Office of San Francisco County (the "Maturity Date").

3.2 Compliance Term; Declaration of Restrictions. Borrower must comply with all provisions of the City Documents relating to the use of the Site and the Project, as set forth in the Declaration of Restrictions to be recorded in the Official Records for the Compliance Term.

3.3 Interest. The outstanding principal balance of the SSP Loan will bear simple interest at a rate of 3% per annum, as provided in the SSP Note.

3.4 Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, the principal balance of the Loan will bear interest at the default interest rate set forth in the SSP Note, with such default interest rate commencing as of the date specified in the SSP Note and continuing until such Event of Default is fully cured. In addition, the default interest rate will apply to any amounts to be reimbursed to the City under any City Document if not paid when due or as otherwise provided in any City Document.

3.5 Repayment of Principal and Interest. The outstanding principal balance of the Loan, together with all accrued and unpaid interest will be due and payable on the Maturity Date according to the terms set forth in full in the SSP Note.

3.6 Changes In Funding Streams. The City's agreement to make the Loan on the terms set forth in this Agreement and the SSP Note is based in part on Borrower's projected sources and uses of all funds for the Project, as set forth in the Table of Sources and Uses. Borrower covenants to give written notice to the City within thirty (30) days of any significant changes in budgeted funding or income set forth in documents previously provided to the City. Examples of significant changes include loss or adjustments (other than regular annual adjustments) in funding under Shelter + Care, Section 8 or similar programs. The City reserves the right to modify the terms of this Agreement based upon any new information so provided, in its reasonable discretion.

3.7 Additional Borrower Covenants. If at any time after the closing of the Loan Borrower is not in compliance with each of the covenants in this **Section 3.7**, the City reserves

the right to withhold further disbursement of Funds. Borrower hereby covenants and agrees to perform the following additional obligations during the Compliance Term:

- (a) Borrower shall accept rental assistance (such as Section 8, or any successor or similar rent subsidy programs) to the extent that Rent charged for the Unit complies with such program regulations and a Qualified Tenant who submits a voucher or other form of rental assistance has been selected through the marketing process described in **Article 6** and is otherwise qualified for the Unit.
- (b) To the extent possible, as allowable by applicable law, and in compliance with MOHCD's marketing procedures outlined in Article 6 of this Agreement, Borrower will maximize the occupancy of the Units.
- (c) Within sixty (60) days of the Completion Date, Borrower will deliver to the City a reasonably acceptable plan governing lead-based hazards at the Site.
- (d) Within 60 days of closing, Borrower must perform a window survey at 3353 26th Street, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 380 San Jose Avenue, and 269-271 Richland Avenue, and share the results with the City's Construction Representative.
- (e) By no later than January 1, 2031, Borrower will provide a plan, acceptable to the City, that details 1) a long-term plan for stabilizing the Project and 2) how they will fund the Replacement Reserve after Year 10.
- (f) Borrower will explore other funding sources and/or rebates/credits that may be available for any relevant rehabilitation scope. Borrower will strategically coordinate the Project's weatherization and electrification upgrades around incentives to maximize the incentives received. Borrower will apply for grants, rebates and credits for which any relevant rehabilitation scope is eligible, including the Multifamily Energy Savings Program immediately after closing of the Loan and through the preconstruction and rehabilitation period. Borrower will report on progress in their monthly construction reports and during bi-monthly meetings with the City.
- (g) No later than January 1, 2026, Borrower will provide a City-approved comprehensive Operational and Organizational Plan detailing actionable steps, controls, and protocols to ensure effective interdepartmental coordination, the delivery of efficient development, leasing, and asset management functions, and portfolio stability. A long term sustainability strategy will be required as part of the Organizational Plan, which will include actions to implement consistent yearly rent increases, Key

Performance Indicators (“KPIs”) addressing financial performance and income maximization, actions to be taken if KPIs are not met, monthly financial reporting to Manager’s Board’s Finance Committee, and the delivery of copies of those monthly financial reports to the City.

- (h) Borrower will adhere to the Operational and Organizational Plan, evaluate organizational progress and performance for each Property no less than monthly, and meet with the City quarterly to discuss reported findings, including vacancies, budget, rent delinquencies, and other KPIs.
- (i) Borrower will report monthly, or at a frequency approved by MOHCD, to Manager’s Board of Directors on KPIs and progress on any required AMR and Annual Occupancy Report reporting. Borrower will submit meeting minutes, or other documentation approved by MOCHD in lieu of meeting minutes, of Manager’s Board of Directors to the City quarterly and made available to the City one week in advance of scheduled quarterly meetings.
- (j) Borrower will provide quarterly building-level vacancy reports to the City through the Maturity Date. The City may adjust the frequency of these reports at its discretion.
- (k) Borrower will meet with a City Project Manager and City Construction Manager as necessary, at least twice a month from the date of loan close through construction completion.
- (l) By January 1, 2026, Borrower will assess its procedures, staffing and systems to identify the causes of late Annual Operating Reports and AMR and share the assessment with the City.
- (m) By April 1, 2026, Borrower will propose a plan to address the identified causes, including revisions to procedures, tools, systems, staffing responsibilities, etc. The plan must have an implementation timeline of no later than April 1, 2029, with a goal of submitting Annual Monitoring Reports progressively timelier each year and on time by the final year of the plan.
- (n) Borrower may not pay for operating shortfalls through Borrower’s organizational accounts. All operating deficits must be paid through the Project’s Operating Reserve. If there is not enough money to cover operating losses through the Project’s Operating Reserve, Borrower must immediately notify MOHCD.
- (o) Borrower will be required to present a long-term financing solution for the Project, acceptable to MOHCD, within five years of closing of the Loan, which may include applying for tax credits. As a part of the long-term solution for the Project, Borrower will be required to identify how they

will address the anticipated depletion of Replacement Reserves after Year 10. Borrower will provide quarterly updates on the progress of identifying a long-term solution post-closing.

- (p) Borrower will provide monthly post-closing reports, on a form acceptable to the City, until such time that the City agrees that all conditions contained in the post-closing reports are complete.
- (q) Borrower must submit any outstanding AMRs for Small Sites Projects and Big Sites Projects in Borrower's and Manager's portfolios as condition of the first disbursement of funds after Closing.

3.8 Additional City Approvals. Borrower understands and agrees that City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Borrower understands and agrees that neither entry by City into this Agreement nor any approvals given by City under this Agreement shall be deemed to imply that Borrower will obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Property. By entering into this Agreement, City is in no way modifying or limiting the obligations of Borrower to develop the Property in accordance with all local laws. Borrower understands that any development of the Property shall require approvals, authorizations and permits from governmental agencies with jurisdiction over the Property, which may include, without limitation, the San Francisco City Planning Commission and the San Francisco Board of Supervisors. Notwithstanding anything to the contrary in this Agreement, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the Project, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts, including the "No Project" alternative; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Project.

3.9 SSP Program Costs. Borrower hereby covenants and agrees to pay MOHCD the following SSP program costs and fees:

- (a) City Attorney Expenses – On or before the Agreement Date, Borrower shall pay MOHCD a fee equal to \$15,000. Borrower shall pay the City Attorney Expenses fee to MOHCD by certified or official bank check or other means of payment acceptable to MOHCD.

3.10 Nonrecourse Loan. The City's recourse against Borrower following an Event of Default is limited as set forth in the SSP Note.

ARTICLE 4 CLOSING; DISBURSEMENTS.

4.1 Generally. Subject to the terms of this Agreement, the City will make Disbursements in an aggregate sum not to exceed the Funding Amount to or for the account of Borrower in accordance with this Agreement and the approved line item budget contained in the Table of Sources and Uses.

4.2 Closing. Unless otherwise agreed by the City and Borrower in writing, Borrower will establish an escrow account with the title company issuing the Title Policy, or any other escrow agent Borrower chooses, subject to the City's approval (the "Escrow Agent"). The parties will execute and deliver to the Escrow Agent written instructions consistent with the terms of this Agreement. In the event the escrow does not close on or before the expiration date of escrow instructions signed by the City, or any other mutually agreed date, the City may declare this Agreement to be null and void.

4.3 Conditions Precedent to Closing. The City will authorize the close of the Loan upon satisfaction of the conditions in this Section.

(a) Borrower 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) the SSP Note; (ii) this Agreement (in duplicate); (iii) the SSP Deed of Trust; (iv) a Declaration of Restrictions for each Property restricted under this Agreement; (v) the Purchase Option; (vi) the Authorizing Resolutions; and (vii) any other City Documents reasonably requested by the City.

(b) Borrower must have delivered to the City: (i) Borrower's Charter Documents, and an Opinion; (ii) a comprehensive operating and maintenance plan for the Project duly approved by Borrower's governing body that includes, but is not limited to, plans for emergencies and emergency maintenance, vacant unit turnover, preventive maintenance and inspection schedule, and marketing and resident selection or the equivalent achieved through a contract with a 3rd party property manager; and (iii) a CNA that has been duly approved by the City.

(c) Any lender with a security interest or other party with an interest in the Property must have agreed to subordinate its interest in the Site to the Declaration of Restrictions by instrument satisfactory in form and substance to the City.

(d) Borrower must have delivered to the City insurance endorsements and, if requested by the City, copies of policies for all insurance required under Exhibit L of this Agreement.

(e) Borrower must have delivered to the City a preliminary report on title for the Site dated no earlier than thirty (30) days before the Agreement Date.

(f) Borrower must have submitted a "Phase I" environmental report for each Property, or any other report reasonably requested by the City, prepared by a professional hazardous materials consultant acceptable to the City.

(g) The Declaration of Restrictions, SSP Deed of Trust, and Purchase Option must have been recorded as valid liens in the Official Records for each Property, subject only to the Permitted Exceptions.

(h) The Escrow Agent must have committed to provide to the City the Title Policy in form and substance satisfactory to the City.

(i) Borrower must establish a new Replacement Reserve Account and Operating Reserve Account under Article 12.

(j) Borrower will close any operating or reserve accounts associated with the Project's individual buildings.

(k) City will have received the signed and executed updated term sheet with the final loan terms of its loan committee and documentation of the length of the interest rate lock, for the Bank of San Francisco loan.

(l) A City Construction Representative must confirm that all work that was deemed to have been completed at 3800 Mission Street and 63 Lapidge Street has been satisfactorily completed.

(m) Units in the Project will have achieved 95% rate of occupancy.

(n) Manager will complete any incomplete 2023 AORs for all Small Sites Projects and Big Sites Projects in its portfolio to the City's satisfaction.

(o) Borrower will ensure all Ellis Act Notices are removed from 642 Guerrero Street's title.

(p) Borrower will submit evidence of rent increase notices consistent with income maximization, as approved by the City.

4.4 Disbursement of Funds. Following satisfaction of the conditions in **Section 4.3**, the City will authorize the Escrow Agent to disburse Funds for acquisition of the Site and permanent financing for the Project, as provided in the City's escrow instructions.

4.5 Disbursements. The City's obligation to approve any expenditure of Funds after the Loan closing is subject to Borrower's satisfaction of the following conditions precedent.

(a) Borrower must have delivered to the City an Expenditure Request in form and substance satisfactory to the City, together with: (i) copies of invoices, contracts or other documents covering all amounts requested; (ii) a line item breakdown of costs to be covered by the Expenditure Request; and (iii) copies of checks issued to pay expenses covered in the previous Expenditure Request. The City may grant or withhold its approval of any line item contained in the Expenditure Request that, if funded, would cause it to exceed the budgeted line item as previously approved by the City. Additionally, the City must approve all requested reallocations of Funds for line items previously approved by the City.

(b) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, may have occurred that remains uncured as of the date of the Expenditure Request.

(c) With respect to any Expenditure Request that covers rehabilitation or construction costs, Borrower must have certified to the City that the Project complies with the labor standards set forth in **Exhibit E, Section 1**, if applicable.

(d) The Loan must be In Balance.

(e) With respect to any Expenditure Request that covers travel expenses, Borrower's travel expenses will be reasonable and will comply with the following:

(i) Lodging, meals and incidental expenses will 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 will use fares for coach-class accommodations, provided that purchases for air travel will 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 will not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses will not exceed then-current San Francisco taxi rates found at: <https://www.sfmta.com/getting-around/taxi/taxi-rates>. Ground transportation will 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 will not exceed Fifty Dollars (\$50.00) without prior written approval of the City.

(v) Any Expenditure Request for travel expenses will 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" will have the same meanings defined in 41 CFR Part 300-3; the term

“coach-class” will 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 Loan In Balance. The City may require Borrower to pay certain costs incurred in connection with the Project from sources of funds other than the Loan at any time the City determines that the Loan is Out of Balance. When the City is satisfied that the Loan is again In Balance, the City will recommence making Disbursements for Expenditure Requests meeting the conditions set forth above.

4.7 Retention, in addition to the other conditions to Disbursements, Borrower acknowledges that the amount of hard costs or tenant improvements costs included in any Expenditure Request associated with rehabilitation or construction, when added to previously approved costs, may not exceed ninety percent (90%) of the approved budgeted costs on a line item basis. The remaining ten percent (10%) of approved budgeted hard costs or tenant improvement costs associated with rehabilitation or construction will be held by the City and/or other Project lenders (the “Retention”) and may be released only upon satisfaction of all requirements listed in the Construction Manager’s Checklist for Release of Retention as follows:

(a) Early Retention Release. After fifty percent (50%) of the rehabilitation or construction of the Project is complete as determined by the City, Borrower may submit a written request to the City to release up to fifty percent (50%) of the Retention, provided that the following prerequisites have been met: (i) all work required to be performed by all parties for whom the City agrees to release the Retention (the “Early Retention Release Contractors”) has been completed in conformance with the terms of the applicable contract documents, the plans and specifications approved by the City and all applicable Laws; (ii) the applicable Early Retention Release Contractors have filed unconditional lien waivers satisfactory to the City; (iii) no liens or stop notices have been filed against the Project and no claims are pending; (iv) the City determines that the contingency is In Balance and adequate to complete the Project; (v) the Project is on schedule, and (vi) Expenditure Requests will not exceed 95% of the approved budgeted costs on a line item basis.

(b) Retention Release After Project Completion. Borrower may request disbursement of the remaining percentage amount of the Retention only upon the satisfaction of each of the following conditions, unless otherwise approved in writing by the City: (i) completion of rehabilitation or construction of the Project in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion; (ii) timely recordation of a notice of completion; and (iii) either expiration of the lien period and the absence of any unreleased mechanics' liens or stop notices or recordation of the lien releases of all contractors, subcontractors and suppliers who provided labor or materials for the Project.

4.8 Limitations on Approved Expenditures. The City may refuse to approve any expenditure: (a) during any period in which an event that, with notice or the passage of time or both, would constitute an Event of Default remains uncured, or during the pendency of an uncured Event of Default; or (b) for disapproved, unauthorized or improperly documented

expenses. The City is not obligated to approve expenditure of the full Funding Amount unless approved Expenditure Requests support disbursement of the full Funding Amount, and in no event may the aggregate amount of all Funds disbursed to Borrower under this Agreement exceed the Funding Amount.

ARTICLE 5 DEMOLITION, REHABILITATION OR CONSTRUCTION.

5.1 Labor Requirements. Borrower's procurement procedures, contracts, and subcontracts will comply, and where applicable, require its contractors and subcontractors to comply, with the applicable labor requirements under **Exhibit E** of this Agreement, including, but not limited to, the selection of all contractors and professional consultants for the Project and payment of prevailing wage as applicable.

5.2 Plans and Specifications. Before starting any demolition, rehabilitation or construction on the Site, Borrower will deliver to the City, and the City will have reviewed and approved, plans and specifications and the construction contract for the Project entered into between Borrower and Borrower's general contractor and approved by the City (the "Construction Contract"). The plans approved by the City will also be approved by the City and County of San Francisco's Department of Building Inspection (the "Department of Building Inspection") (collectively, the "Approved Plans") prior to the start of any demolition, rehabilitation or construction on the Site. The Approved Plans will be explicitly identified in the Construction Contract. The specifications approved by the City, including the funder requirements and the technical specifications (the "Approved Specifications") will also be explicitly identified in the Construction Contract. The Construction Contract may include funder requirements not otherwise addressed in the Approved Specifications. The Contracting Manual provides further guidance to Borrower regarding the City's policies for the review and approval of plans, specifications, and construction contracts. After completion of the Project, Borrower will retain the Approved Plans as well as "as-built" plans for the Project, the Approved Specifications and the Construction Contract, all of which Borrower will make available to the City upon request.

5.3 Change Orders. Borrower may not approve or permit any change orders to the plans and specifications approved by the City without the City's prior written consent. Borrower will provide adequate and complete justification for analysis of any change order request to the City. The City will provide any questions, comments or requests for additional information to Borrower within five (5) business days of receipt of a change order request. City will review and approve or disapprove of a change order request within ten (10) business days of a complete submission by Borrower. In the event the City fails to approve or disapprove the change order request within such ten (10) business day period, the change order will be deemed approved. Borrower acknowledges that the City's approval of any change order will not constitute an agreement to amend the Table of Sources and Uses or to provide additional Funds for the Project, unless the City agrees in its sole discretion to amend the Table of Sources and Uses or provide additional Funds for that purpose.

5.4 Insurance, Bonds and Security. Before starting any demolition, rehabilitation or construction on the Site, Borrower will deliver to the City insurance endorsements and bonds as

described in **Exhibit L**. At all times, Borrower will take prudent measures to ensure the security of the Site.

5.5 Notice to Proceed. No demolition, rehabilitation or construction may commence until Borrower has issued a written notice to proceed with the City's approval.

5.6 Commencement and Completion of Project. Unless otherwise extended in writing by the City, Borrower will: (a) commence rehabilitation by a date no later than January 16, 2026; (b) complete rehabilitation by a date no later than January 12, 2027, in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of one hundred percent (100%) of the Units by a date no later than March 1, 2027.

5.7 Rehabilitation/Construction Standards. All rehabilitation or construction will be performed in a first class manner, substantially in accordance with final plans and specifications approved by the City and in accordance with all applicable codes.

5.8 Construction Monitoring. During the rehabilitation work on the Site, and in addition to the monitoring and reporting requirements described in Article 10 of this Agreement, Borrower must include the City's construction representative in any meetings between Borrower and Borrower's general contractor.

5.9 Excess Proceeds. Any remaining funds for Project-related hard or soft costs after completion of the rehabilitation scope will be considered Excess Proceeds. Excess Proceeds will be deposited into the Project's Replacement Reserve Account, or used according to SSP Guidelines.

ARTICLE 6 MARKETING.

6.1 Marketing and Tenant Selection Plan. This **Article 6** shall not apply to Units that will be occupied by Direct Referral Tenants if MOHCD approves occupancy of a Unit by a Direct Referral Tenant in its sole discretion. For Units that will not be occupied by Direct Referral Tenants, upon written request, Borrower must deliver to the City for the City's review and approval an affirmative plan for ongoing marketing of the Units and a written tenant selection procedure for initial and ongoing renting of the Units based on MOHCD's then-current form of marketing and tenant selection plan (the "Marketing and Tenant Selection Plan"), all in compliance with the restrictions set forth in **Exhibit A** and in form and substance acceptable to the City. Borrower must obtain the City's approval of any alterations to the Marketing and Tenant Selection Plan. Borrower must market and rent the Units in the manner set forth in the Marketing and Tenant Selection Plan, as approved by the City. Before marketing any Units, Borrower must provide the City with updated implementation and contact information.

6.2 Affirmative Marketing and Tenant Selection Plan Requirements. Borrower's Marketing and Tenant Selection Plan must address how Borrower intends to market vacant Units and any opportunity for placement on the Waiting List, as defined in 6.5. The Marketing and Tenant Selection Plan shall include as many of the following elements as are appropriate to the Project, as determined by the City:

(a) A reasonable accommodations policy that indicates how Borrower intends to market Units to disabled individuals, including an indication of the types of accessible Units in the Project, the procedure for applying, and a policy giving disabled individuals a priority in the occupancy of accessible Units.

(b) A plan that satisfies the requirement to give preference in occupying units in accordance with the Preferences and Lottery Manual and the Preferences Ordinance.

(c) A list of local neighborhood newspapers, community-oriented radio stations, on the internet and in other media that are likely to reach low-income households in which the apartments will be advertised. All advertising must display the Equal Housing Opportunity logo.

(d) Copies of draft notices to be sent to neighborhood-based, nonprofit housing corporations and other low-income housing advocacy organizations that maintain waiting lists or make referrals for below-market-rate housing.

(e) Notices to SFHA.

(f) Notices to MOHCD.

(g) To the extent practicable, Borrower must give preference to potential tenants who have been displaced from other units in the City by rehabilitation or construction work financed in whole or part by the City. To implement this requirement, Borrower agrees to give preferential consideration to applications of displaced persons provided to Borrower by the City.

(h) To the extent practicable, without holding Units off the market, the community outreach efforts listed above must take place before advertising vacant Units or open spots on the Waiting List to the general public.

(i) An acknowledgement that, with respect to vacant Units, the marketing elements listed above shall only be implemented if there are no qualified applicants interested or available from the Waiting List.

6.3 Marketing and Tenant Selection Plan & Tenant Screening Criteria Requirements.

(a) Borrower's Marketing and Tenant Selection Plan shall comply with the requirements of the Tenant Selection Plan Policy as set forth in the attached **Exhibit H**. The Marketing and Tenant Selection Plan must be kept on file at the Project at all times.

(b) Borrower's tenant screening criteria must comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I**.

6.4 Marketing Records. Borrower must keep records of: (a) activities implementing the Marketing and Tenant Selection Plan; (b) advertisements; and (c) other community outreach efforts.

6.5 Waiting List. Borrower's Marketing and Tenant Selection Plan must contain, at a minimum, policies and criteria that provide for the selection of tenants from a written waiting list that complies with the Marketing and Tenant Selection Plan (the "Waiting List"). The Marketing and Tenant Selection Plan may allow an applicant to refuse an available Unit for good cause without losing standing on the Waiting List but shall limit the number of refusals without cause as approved by the City. Borrower shall update the Waiting List every six months by removing the names of individuals who are no longer interested in, no longer qualify for the Small Sites Program, or have refused a Unit too many times. When the Waiting List includes fewer than 20 households, Borrower must obtain a new Waiting List by submitting a new Marketing and Tenant Selection Plan to MOHCD and following MOHCD marketing procedures. The current Waiting List and previous Waiting Lists must be kept on file at the Project for three (3) years after a new Waiting List has been created.

ARTICLE 7 AFFORDABILITY AND OTHER LEASING RESTRICTIONS.

7.1 Term of Leasing Restrictions. Borrower acknowledges and agrees that the covenants and other leasing restrictions set forth in this Article will remain in full force and effect for the Compliance Term and survive the prior repayment or other satisfaction of the Loan, termination of this Agreement or reconveyance of the SSP Deed of Trust; and (b) following the expiration of the Compliance Term with respect to any Unit then occupied by a Qualified Tenant, until the Qualified Tenant voluntarily vacates his/her Unit or is evicted lawfully for just cause.

7.2 Borrower's Covenant; Rent Restrictions.

(a) Borrower covenants to rent all Units at all times to households certified as Qualified Tenants at initial occupancy and at the Rent described in this Agreement. Notwithstanding the foregoing, not less than 80% of the households occupying Units must be income certified as Qualified Tenants by the Agreement Date, provided that all such households enter into a lease with Borrower in a form approved by City by the Agreement Date. Borrower may include any Units that are vacant as of the Agreement Date in its calculation of the percentage of Qualified Tenants, using the maximum household income allowable set forth in **Exhibit A** for each such Unit, so long as Borrower rents the Units to Qualified Tenants at such rates. Borrower will rent all Units that are occupied as of the Agreement Date at the initial Rent set forth in **Exhibit A**, as adjusted thereafter in accordance with this **Section 7**. With the prior written approval of MOHCD in its sole discretion, Borrower may set aside Units for occupy by Direct Referral Tenants and charge rent pursuant to a subsidy contract for such Direct Referral Tenants.

(b) A Qualified Tenant will remain eligible for their Unit regardless of rises in household income during its tenancy. Qualified Tenants at initial occupancy must pay at least 20% of their gross household income towards Rent unless otherwise approved by MOHCD, provided that in no event shall any Qualified Tenant be required to pay Rent in excess of the lesser of (i) Maximum Rent, or (ii) 20% below the market rents of comparable units as approved by MOHCD, except as provided in **Section 7.3(d)**.

(c) Required Rents for the Units as of the Agreement Date will be as set forth in **Exhibit A**.

(d) After the Agreement Date, the Rent for each Unit that becomes vacant must be approved by MOHCD before the Unit may be rented to a Qualified Tenant. The Rent shall be set at the amount necessary to bring the Project's combined average Rents for all Units as close as is possible to but no higher than the amount calculated as 30% of 80% Median Income. In addition, no vacant Unit may be filled with a household earning more than 120% Median Income upon initial occupancy.

7.3 Rent Adjustments and Restrictions. In the event of any conflict between this **Section 7.3** and MOHCD's "Hold Harmless Policy for MOHCD's Income Limits and Maximum Rents," this **Section 7.3** prevails. Rent for all Units may be increased only once annually. Rent for all Units shall be increased annually by the greater of: (x) the percentage change in annual operating expenses, up to a maximum of 3.5%, or (y) 2%, except as follows:

(a) Reserved.

(b) **Severely Rent Burdened Qualified Tenants.** If the Rent increase described in this **Section 7** results in any Qualified Tenant household becoming Severely Rent Burdened, Borrower is not required to increase the Rent of the Severely Rent Burdened Qualified Tenant until such time as the Qualified Tenant is no longer Severely Rent Burdened, provided that: (i) Borrower first demonstrates to the satisfaction of MOHCD, in MOHCD's sole discretion, that the Project maintains short- and long-term financial sustainability in the form of positive cash flow, adequately funded reserves, and other indicators as MOHCD may reasonably request; (ii) at each annual income recertification, the ability of all households to pay required rent increases will be reassessed, as will the Borrower cash flow, to ensure short- and long-term financial sustainability if Borrower elects not to impose the required annual Rent increase for any Severely Rent Burdened Qualified Tenant; and (iii) all Regulatory Obligations continue to be met. Similarly, if the circumstances described in this subsection are met, a Unit becomes vacant and a Qualified Tenant demonstrates to Borrower that it is Severely Rent Burdened, Borrower may reduce such Qualified Tenant's Rent to a level no lower than 40% of that Qualified Tenant's gross monthly income, thus resulting in a higher Rent that will be required for the vacant Unit. If more than one Qualified Tenant is eligible for such a Rent reduction, the reduction shall be equally distributed among such eligible Qualified Tenants.

(c) **Recovery of Project Expenses.** With the City's prior written approval, Rent increases for Units exceeding the amounts permitted by this **Section 7.3** may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no

event may annual Rent increases exceed the maximum annual increase stated in the SSP Guidelines, unless such an increase is contemplated in a City-approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the lesser of (y) Maximum Rent, or (z) 20% below the market rents of comparable units as approved by MOHCD. The City's approval for such Rent increases under this subsection shall not be unreasonably withheld.

(d) Rent Subsidy Programs. For those households that hold rent subsidy vouchers, such as Section 8 and Direct Referral Tenants, on an annual basis Borrower shall request and use best efforts to receive an increase in contract rent equivalent to the percentage change in Fair Market Rent or equivalent payment standard, whichever is greater. For any Qualified Tenant participating in a rent or operating subsidy program where the rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program, and provided the Qualified Tenant paid portion of Rent does not exceed the lesser of (i) Maximum Rent or (ii) 20% below the market rents of comparable units as approved by MOHCD. For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, rental increases shall not exceed Maximum Rent as approved by MOHCD or 50% of household income, whichever is less.

(e) Recovery of Property Tax Increases. In addition to the Rent increases contemplated in this **Section 7** and with the City's prior written approval, if a Qualified Tenant's household income exceeds eighty percent (80%) of California Median Income (as published by the California Department of Housing and Community Development) during occupancy of a Unit or if a Qualified Tenant fails to certify or recertify its household income to Borrower on an annual basis, Borrower may adjust the charges for Rent for such Qualified Tenant by no more than the maximum annual increase stated in the SSP Guidelines to absorb the amount of property taxes attributable to the Qualified Tenant's Unit as a result of the loss of the State of California's welfare exemption for low-income housing properties. The City may, in its sole discretion, require that Rent increases allowed under this subsection be implemented over a period of time in order to reduce the burden on an existing Qualified Tenant. Rents charged under this subsection may not exceed the limits set forth in the SSP Guidelines, or if not otherwise specified, the lesser of: (i) Maximum Rent; or (ii) 20% of a household's gross income. MOHCD must approve such Rent increases, which approval shall not be unreasonably withheld. If such Qualified Tenant's household income subsequently decreases and the Unit becomes eligible for the California welfare property tax exemption, Borrower may reduce such Qualified Tenant's Rent by the amount of property tax savings attributable to the Qualified Tenant's Unit.

(f) Excess Rent. If Borrower increases Rents or offers a vacant Unit for rent at a rate that exceeds the rules described in this Agreement, the resulting excess cash flow will be paid by Borrower to the Qualified Tenants who were overcharged, and Borrower's actions will constitute an Event of Default pursuant to **Section 19**.

7.4 Certification.

(a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project must be required to sign and deliver to Borrower a certification in the form shown in **Exhibit C** in which the prospective Qualified Tenant certifies that he/she or his/her household qualifies as a Qualified Tenant and which certification is reviewed and approved by Borrower and the City. In addition, each person must provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective Qualified Tenant's income. Certifications provided to and accepted by the SFHA will satisfy this requirement.

(b) Each Qualified Tenant in the Project must recertify its household income to Borrower as established by the SSP Guidelines and the Procedures Manual.

(c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year must be maintained on file at Borrower's principal office, and Borrower must file or cause to be filed copies thereof with the City promptly upon request by the City.

7.5 Form of Lease. The form of lease for Qualified Tenants must provide for termination of the lease and consent to immediate eviction for failure to qualify as a Qualified Tenant if the Qualified Tenant has made any material misrepresentation in the initial income certification.

7.6 Nondiscrimination. Borrower agrees not to 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 operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Qualified Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.

7.7 Security Deposits. Security deposits may be required of tenants only in accordance with applicable 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 disbursed in accordance with California law. The balance in the trust account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits returned to tenants.

7.8 Commercial Space. All leases of Commercial Space must be to a bona fide third party tenant capable of performing its financial obligations under its lease, which must reflect arms'-length transactions at the then-current market rental rates for comparable space, *provided that*, leases for Public Benefit Purposes may be at below-market rates so long as the sum of Project Income and Commercial Income meets approved cash flow requirements for the Project. Allowed uses of Commercial Space must be consistent with all applicable development plans and local planning and building codes and be reasonably compatible with the design and purpose of the Project. If a lease of Commercial Space does not restrict its use to Public Benefit Purposes, all Commercial Surplus Cash generated from the lease shall (a) then be directed toward repayment of the Loan; or (b) be used for a Public Benefit Purpose. All Commercial Surplus Cash shall be subject to the MOHCD Policy on the Use of Residual Receipts.

ARTICLE 8 MAINTENANCE AND MANAGEMENT OF THE PROJECT.

8.1 Borrower's Responsibilities.

(a) Subject to the rights set forth in **Section 8.2**, Borrower will be specifically and solely responsible for causing all maintenance, repair and management functions performed in connection with the Project, including selection of tenants, recertification of income and household size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower must maintain or cause to be maintained the Project, including the Units and common areas, in a safe and sanitary manner in accordance with local health, building and housing codes, California Health and Safety Code 17920.10 and any applicable provisions of 24 CFR Part 35.

8.2 Contracting With Management Agent.

(a) Borrower may contract or permit contracting with a management agent for the performance of the services or duties required in **Section 8.1(a)**, subject to the City's prior written approval of both the management agent and, at the City's discretion, the management contract between Borrower and the management agent, *provided, however*, that the arrangement will not relieve Borrower of responsibility for performance of those duties. Any management contract must contain a provision allowing Borrower to terminate the contract without penalty upon no more than thirty (30) days' notice. As of the Agreement Date, the City has approved Propiedades Adelante as Borrower's management agent, subject to approval of the management contract.

(b) The City will provide written notice to Borrower of any determination that the contractor performing the functions required in **Section 8.1(a)** has failed to operate and manage the Project in accordance with this Agreement. If the contractor has not cured the failure within a reasonable time period, as determined by the City, Borrower must exercise its right of termination immediately and make immediate arrangements for continuous and continuing performance of the functions required in **Section 8.1(a)**, subject to the City's approval.

8.3 Borrower Management. Borrower may manage the Project itself only with the City's prior written approval. The City will provide written notice to Borrower of any determination that Borrower has failed to operate and manage the Project in accordance with this Agreement, in which case, the City may require Borrower to contract or cause contracting with a management agent to operate the Project, or to make other arrangements the City deems necessary to ensure performance of the functions required in **Section 8.1(a)**.

ARTICLE 9 GOVERNMENTAL REQUIREMENTS.

9.1 Borrower Compliance. Borrower must comply, and where applicable, require its contractors to comply, with all applicable Laws governing the use of Funds for the construction, rehabilitation and/or operation of the Project, including those set forth in **Exhibit E**. Borrower acknowledges that its failure to comply with any of these requirements will constitute an Event of Default under this Agreement. Subject to **Section 23.1**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

9.2 Government Approvals. Borrower covenants that it has obtained or will obtain in a timely manner and comply with all federal, state and local governmental approvals required by Law to be obtained for the Project. Subject to Section 17.2, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

ARTICLE 10 PROJECT MONITORING, REPORTS, BOOKS AND RECORDS.

10.1 Generally.

(a) Borrower 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. Borrower acknowledges that the City may also conduct periodic on-site inspections of the Project. Borrower 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.

(b) Borrower must keep and maintain books, records and other documents relating to the receipt and use of all Funds, including all documents evidencing any Project Income and Project Expenses. Borrower must maintain records of all income, expenditures, assets, liabilities, contracts, operations, tenant eligibility and condition of the Project. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.

(c) Borrower 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.

10.2 Monthly Reporting. Borrower will submit monthly reports (the "MOHCD Monthly Project Update") describing progress toward developing the Project with respect to

obtaining necessary approvals from other City departments, procuring architects, consultants and contractors, changes in scope, cost or schedule and significant milestones achieved in the past month and expected to be achieved in the coming month. The MOHCD Monthly Project Update will be submitted by email in substantially the form requested by MOHCD until such time as the Project Completion Report is submitted to the City pursuant to **Section 10.5** below.

10.3 Annual Reporting. Borrower must file with the City annual report forms (the "Annual Monitoring Report" or "AMR") that include audited financial statements with an income and expense statement for the Project covering the applicable reporting period, a statement of balances, deposits and withdrawals from all Accounts, line item statements of Project Expenses, Project Income, Residual Receipts and any Distributions made, evidence of required insurance, a description of marketing activities and a rent roll, no later than one hundred fifty (150) days after the end of Borrower's fiscal year. The Annual Monitoring Report must be in substantially the form provided by MOHCD, as may be amended from time to time. Borrower must also file with the City annual occupancy report forms (the "Annual Occupancy Report" or "AOR") that include data on Unit occupancy, tenant demographics, and evictions, which the City uses to evaluate compliance with its affordability restrictions. The Annual Occupancy Report must be in substantially the form provided by MOHCD, as may be amended from time to time, and must be submitted by the date designated annually by MOHCD and made available on its website.

10.4 Capital Needs Assessment. Borrower must deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval. The updated CNA must include an analysis of Borrower's actual expenditures for capital needs compared to the most recently approved CNA, Borrower's 20-Year Proforma and initial Annual Operating Budget and its then-current Annual Operating Budget.

10.5 Project Completion Report. Within the specific time periods set forth below after the completion of rehabilitation or construction, the lease-up and/or permanent financing of the Project, as applicable, Borrower must provide to the City the reports listed below certified by Borrower to be complete and accurate. Subsequent to the required submission of the reports listed below, Borrower shall provide to the City information or documents reasonably requested by the City to assist in the City's review and analysis of the submitted reports:

(a) within one hundred-eighty (180) days after the Completion Date, a report on compliance with the applicable requirements under Section 5.1 of this Agreement, including the type of work and the dollar value of such work; and

(b) within ninety (90) days after the Completion Date, a report demonstrating compliance with all requirements regarding relocation, including the names of all individuals or businesses occupying the Site on the date of the submission of the application for Funds, those moving in after that date, and those occupying the Site upon completion of the Project.

10.6 Response to Inquiries. At the request of the City, its agents, employees or attorneys, Borrower must respond promptly and specifically to questions relating to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, the status of

any mortgage encumbering the Project and any other requested information with respect to Borrower or the Project.

10.7 Delivery of Records. At the request of the City, made through its agents, employees, officers or attorneys, Borrower must provide the City with copies of each of the following documents, certified in writing by Borrower to be complete and accurate:

(a) all tax returns filed with the United States Internal Revenue Service, the California Franchise Tax Board and/or the California State Board of Equalization on behalf of Borrower and any general partner or manager of Borrower;

(b) all certified financial statements of Borrower and, if applicable, its general partner or manager, the accuracy of which must be certified by an auditor satisfactory to the City; and

(c) any other records related to Borrower's ownership structure and the use and occupancy of the Site.

10.8 Access to the Project and Other Project Books and Records. In addition to Borrower's obligations under **Sections 2.4, 10.1, 10.3, 10.4, 10.6 and 10.7** and any other obligations to provide reports or maintain records in any City Document, Borrower agrees that duly authorized representatives of the City will have: (a) access to the Project throughout the Compliance Term to monitor the progress of work on the Project and compliance by Borrower with the terms of this Agreement; and (b) access to and the right to inspect, copy, audit and examine all books, records and other documents Borrower is required to keep at all reasonable times, following reasonable notice, for the retention period required under **Section 10.9**

10.9 Records Retention. Borrower must retain all records required for the periods required under applicable Laws.

ARTICLE 11 USE OF INCOME FROM OPERATIONS.

11.1 Project Operating Account.

(a) Borrower must deposit all Project Income promptly after receipt into a segregated depository account (the "Project Operating Account") established exclusively for the Project. Withdrawals from the Project Operating Account may be made only in accordance with the provisions of this Agreement and the approved Annual Operating Budget, as it may be revised from time to time with the City's approval. Borrower may make withdrawals from the Project Operating Account solely for the payment of Project Expenses. Withdrawals from the Project Operating Account (including accrued interest) for other purposes may be made only with the City's express prior written approval.

(b) Borrower must keep accurate records indicating the amount of Project Income deposited into and withdrawn from the Project Operating Account and the use of Project Income. Borrower must provide copies of the records to the City upon request.

ARTICLE 12 REQUIRED RESERVES.

12.1 Replacement Reserve Account.

(a) Prior to the closing of the Loan, or any other date the City designates in writing, Borrower must establish or cause to be established a segregated interest-bearing replacement reserve depository account (the "Replacement Reserve Account"). On or before the 15th day of each third month following establishment of the Replacement Reserve Account, Borrower must make quarterly deposits from Project Income into the Replacement Reserve Account in the amount necessary to meet the requirements of this Section. The City may review the adequacy of deposits to the Replacement Reserve Account periodically and require adjustments as it deems necessary.

(b) Prior to or on the closing of the Loan, Borrower must make a deposit into the Replacement Reserve Account in an amount equal to [Three Million One Hundred Sixty-One Thousand Nine Hundred Four and 7/100 Dollars (\$3,161,904.07)]. Thereafter, quarterly deposits must equal the higher of (i) the amount needed under Borrower's approved Capital Needs Assessment (CNA), or (ii) [\$14,700.00]. Borrower may request adjustments every five (5) years based on its most recently approved CNA.

(c) Borrower must deposit any refund from the City's Treasurer's Office or Assessor-Recorder's Office of property taxes paid by Borrower related to the Site into the Replacement Reserve Account.

(r) In addition, if at any time the balance of the Replacement Reserve Account is below one and a half (1.5) times the original capitalized replacement reserve balance set forth in **Section 12.1(b)** above, Borrower shall deposit into the Replacement Reserve Account the funds that would otherwise be allocated to the City's share of Residual Receipts until it reaches that amount. Any Residual Receipts remaining above that amount shall be paid to the City in accordance with the SSP Note.

(e) Borrower may withdraw funds from the Replacement Reserve Account solely to fund capital improvements for the Project, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Project that are reasonably required to preserve the Project. Borrower may not withdraw funds (including any accrued interest) from the Replacement Reserve Account for any other purpose without the City's prior written approval.

12.2 Operating Reserve Account.

(a) Prior to the closing of the Loan, or any other date the City designates in writing, Borrower must establish or cause to be established a segregated interest-bearing operating reserve depository account (the "Operating Reserve Account") by depositing funds in an amount equal to no less than [Five Hundred Three Thousand Seven Hundred Twenty and 74/100 Dollars (\$503,719.74)]. The City may review the adequacy of deposits to the Operating Reserve Account periodically and require adjustments as it deems necessary.

(b) No less than annually after establishing the Operating Reserve Account and continuing until the Compliance Term has expired, Borrower must make additional deposits, if necessary, to bring the balance in the Operating Reserve Account to an amount equal to twenty-five percent (25%) of the prior year's actual Project Expenses.

(c) Borrower may withdraw funds from the Operating Reserve Account solely to alleviate cash shortages resulting from unanticipated and unusually high maintenance expenses, seasonal fluctuations in utility costs, abnormally high vacancies and other expenses that vary seasonally or from month to month in the Project. Borrower may not withdraw funds (including any accrued interest) from the Operating Reserve Account for any other purpose without the City's prior written approval.

12.3 Reserved.

ARTICLE 13 DISTRIBUTIONS.

13.1 Definition. "Distributions" refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management or other services performed in connection with the Project.

13.2 Conditions to Distributions. The 20-Year Cash Flow Proforma attached hereto as Exhibit B-2 includes projections of annual Distributions. Exhibit B-2 is not intended to impose limits on the amounts to be annually distributed. Distributions for a particular fiscal year may be made only following: (a) City approval of the Annual Monitoring Report submitted for that year; (b) the City's determination that Borrower is not in default under this Agreement or any other agreement entered into with the City and County of San Francisco or the City for the Project; and (c) the City's determination that the amount of the proposed Distribution satisfies the conditions of this Agreement. The City will be deemed to have approved Borrower's written request for approval of a proposed Distribution unless the City delivers its disapproval or request for more information to Borrower within thirty (30) business days after the City's receipt of the request for approval.

13.3 Prohibited Distributions. No Distribution may be made in the following circumstances:

(a) when a written notice of default has been issued by any entity with an equitable or beneficial interest in the Project and the default is not cured within the applicable cure periods; or

(b) when the City determines that Borrower or Borrower's management agent has failed to comply with this Agreement; or

(c) if required debt service on all loans secured by the Project and all operating expenses have not been paid current; or

(d) if the Replacement Reserve Account, Operating Reserve Account or any other reserve account required for the Project is not fully funded under this Agreement; or

(e) if the Loan is to be repaid from Residual Receipts, Borrower failed to make a payment when due on a Payment Date and the sum remains unpaid; or

(f) during the pendency of an uncured Event of Default (including Borrower's failure to provide its own funds at any time the City determines the Loans are Out of Balance) under any City Document.

13.4 Borrower's Use of Residual Receipts for Development. To the extent that making a Distribution is not inconsistent with any other financing agreement for the Project, and subject to the limitations in this Article, with the City's prior written approval, Borrower may retain a portion of Residual Receipts in lieu of using them to repay the Loan in an amount consistent with the Residual Receipts Policy attached hereto as Exhibit K. Borrower acknowledges that the City may withhold its consent to a Distribution in any year in which Residual Receipts are insufficient to meet Borrower's payment obligations under the SSP Note.

ARTICLE 14 SYNDICATION PROCEEDS.

14.1 Distribution and Use. If Borrower is a limited partnership or limited liability company, and unless otherwise approved by the City in writing, Borrower must allocate, distribute and pay or cause to be allocated, distributed and paid all net syndication proceeds and all loan and grant funds as specified in the Table. Borrower must notify the City of the receipt and disposition of any net syndication proceeds received by Borrower during the term of this Agreement.

ARTICLE 15 RESERVED.

ARTICLE 16 TRANSFERS.

16.1 Permitted Transfers/Consent. Borrower may not cause or permit any voluntary transfer, assignment or encumbrance of all or any portion of its interest in the Site or Project or of any ownership interests in Borrower, or lease or permit a sublease on all or any part of the Project, other than: (a) leases, subleases or occupancy agreements to occupants of Units; (b) leases, subleases, or occupancy agreements for the Commercial Space with City's prior approval; and (c) 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. 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.

ARTICLE 17 INSURANCE AND BONDS; INDEMNITY.

17.1 Borrower's Insurance. Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower must obtain and maintain, or cause to be obtained and maintained, insurance and bonds as set forth in **Exhibit L** throughout the Compliance Term of this Agreement at no expense to the City.

17.2 Borrower's Indemnity Obligations. Borrower will indemnify, protect, defend and hold harmless each of the Indemnitees from and against any and all Losses arising out of: (a) any default by Borrower in the observance or performance of any of Borrower's obligations under the City Documents (including those covenants set forth in **Article 18** below); (b) any failure of any representation by Borrower to be correct in all respects when made; (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Site or the Project, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction, rehabilitation or maintenance or any other condition or otherwise; (d) any claim of any surety in connection with any bond relating to the construction or rehabilitation of any improvements or offsite improvements; (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee that relates to or arises out of the City Documents, the Loan, the Site or the Project or any transaction contemplated by, or the relationship between Borrower and the City or any action or inaction by the City under, the City Documents; (f) the occurrence, until the expiration of the Compliance Term, of any Environmental Activity or any failure of Borrower or any other person to comply with all applicable Environmental Laws relating to the Project or the Site; (g) the occurrence, after the Compliance Term, of any Environmental Activity resulting directly or indirectly from any Environmental Activity occurring before the expiration of the Compliance Term; (h) any liability of any nature arising from Borrower's contest of or relating to the application of any Law, including any contest permitted under **Sections 9.1, 9.2 and 18.2**; or (i) any claim, demand or cause of action, or any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency, whether meritorious or not, that directly or indirectly relates to, arises from or is based on the occurrence or allegation of any of the matters described in clauses (a) through (h) above, *provided that* no Indemnitee will be entitled to indemnification under this Section for matters caused solely by its own gross negligence or willful misconduct.

17.3 Duty to Defend. Borrower acknowledges and agrees that its obligation to defend the Indemnitees under **Section 17.2**: (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 17.2**, 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 Borrower by the Indemnitee and continues at all times thereafter. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any Loss for which Borrower has indemnified the Indemnitees, upon written notice, Borrower will answer and otherwise defend the action or proceeding using counsel approved in writing by the Indemnitee at Borrower's sole expense. Each Indemnitee will have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the matters covered by this Agreement. The Indemnitee will give Borrower prompt notice of any Loss and

Borrower has the right to defend, settle and compromise any such Loss; provided, however, that the Indemnitee has the right to retain its own counsel at the expense of Borrower if representation of such Indemnitee by the counsel retained by Borrower would be inappropriate due to conflicts of interest between such Indemnitee and Borrower. An Indemnitee's failure to notify Borrower promptly of any Loss does not relieve Borrower of any liability to such Indemnity under **Section 17.2**, unless such failure materially impairs Borrower's ability to defend such Loss. Borrower will seek the Indemnified Party's prior written consent to settle or compromise any Loss if Borrower contends that such Indemnitee shares in liability with respect thereto.

17.4 No Limitation. Borrower's obligations under **Section 17.2** are not limited by the insurance requirements under this Agreement.

17.5 Survival. The provisions of this Section will survive the repayment of the Loan and/or termination of this Agreement.

ARTICLE 18 HAZARDOUS MATERIALS.

18.1 Borrower's Representations. Borrower represents and warrants to the City that, to the best of Borrower's actual knowledge, without independent investigation or inquiry as of the Agreement Date, the following statements are true and correct except as disclosed in the Phase I Environmental Site Assessments, all prepared by GEM Group, Inc. and dated: April 26, 2025, April 29, 2025, May 7, 2025, May 8, 2025, May 9, 2025, May 11, 2025, and May 12, 2025 or otherwise in writing: (a) the Site is not in violation of any Environmental Laws; (b) the Site is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Substances, except in limited quantities customarily used in residences and offices and in compliance with Environmental Laws; (c) the Site does not consist of any landfill or contain any underground storage tanks; (d) the improvements on the Site do not consist of any asbestos-containing materials or building materials that contain any other Hazardous Substances; (e) no release of any Hazardous Substances in the improvements on the Site has occurred or in, on, under or about the Site; and (f) the Site is not subject to any claim by any Governmental Agency or third party related to any Environmental Activity or any inquiry by any Governmental Agency (including the California Department of Toxic Substances Control and the Regional Water Quality Control Board) with respect to the presence of Hazardous Substances in the improvements on the Site or in, on, under or about the Site, or the migration of Hazardous Substances from or to other real property.

18.2 Covenant. Unless the City otherwise consents in writing, at all times from and after the date of this Agreement, at its sole expense, Borrower must: (a) comply with the MOHCD approved plan governing lead-based hazards at the Site, if any; and (b) comply with all applicable Environmental Laws relating to the Site and the Project, and not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Laws or that is not customary and incidental to the intended use of the Site, *provided that* nothing contained in this Section will prevent Borrower from contesting, in good faith and by appropriate proceedings, any interpretation or application of Environmental Laws; and (b) deliver to the City notice of the discovery by Borrower of any event rendering any

representation contained in this Section incorrect in any respect promptly following Borrower's discovery.

18.3 Survival . Borrower and City agree that this Article 18 is intended as City's written request for information (and Borrower's response) concerning the environmental condition of the Site as security as required by California Code of Civil Procedure § 726.5; and each provision in this Article (together with any indemnity applicable to a breach of any such provision) with respect to the environmental condition of the Commercial Parcel as security is intended by City and Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure § 736, and as such it is expressly understood that Borrower's duty to indemnify City hereunder will survive: (a) any judicial or non-judicial foreclosure under the Deed of Trust, or transfer of the Property in lieu thereof, (b) the release and reconveyance or cancellation of the Deed of Trust; and (c) the satisfaction of all of Borrower's obligation under the City Documents.

ARTICLE 19 DEFAULT.

19.1 Event of Default. Any material breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the City Documents that remains uncured upon the expiration of any applicable notice and cure periods contained in any City Document will constitute an "Event of Default," including the following:

(a) Borrower fails to make any payment required under this Agreement within ten (10) days after the date when due; or

(b) Any lien is recorded against all or any part of the Site or the Project without the City's prior written consent, whether prior or subordinate to the lien of the SSP Deed of Trust or the Declaration of Restrictions, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(c) Borrower fails to perform or observe any other term, covenant or agreement contained in any City Document, and the failure continues for thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(d) Any representation or warranty made by Borrower in any City Document proves to have been incorrect in any material respect when made; or

(e) All or a substantial or material portion of the improvements on the Site is damaged or destroyed by fire or other casualty, and the City has determined upon restoration or

repair that the security of the SSP Deed of Trust has been impaired or that the repair, restoration or replacement of the improvements in accordance with the requirements of the SSP Deed of Trust and is not economically practicable or is not completed within two (2) years of the receipt of insurance proceeds; or all or a substantial or material portion of the improvements 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 improvements cannot be operated for their intended purpose; or

(f) Borrower is dissolved or liquidated or merged with or into any other entity; or, if Borrower is a corporation, partnership, limited liability company or trust, Borrower 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, if Borrower is an individual, Borrower dies or becomes incapacitated; or all or substantially all of the assets of Borrower are sold or otherwise transferred except as permitted under **Section 16.1**; or

(g) Without the City's prior written consent, Borrower assigns or attempts to assign any rights or interest under any City Document, whether voluntarily or involuntarily, except as permitted under **Section 16.1**; or

(h) Without the City's prior written consent, Borrower voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Borrower or of its right, title or interest in the Project or the Site except as permitted under **Article 16**; or

(i) Without the City's prior written consent, Borrower transfers, or authorizes the transfer of, funds in any Account required or authorized under this Agreement; or

(j) The SSP Deed of Trust or the Declaration of Restrictions ceases to constitute a valid and indefeasible perfected lien on the Site and improvements, subject only to Permitted Exceptions; or

(k) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for Borrower or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to Borrower or to all or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Site, the improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(l) Any material adverse change occurs in the financial condition or operations of Borrower, such as a loss of services funding or rental subsidies, that has a material adverse impact on the Project; or

(m) Borrower fails to make any payments or disbursements required to bring the Loan In Balance after the City determines that the Loan is Out of Balance; or

(n) Borrower ceases rehabilitation or construction of the Project for a period of fifteen (15) consecutive working days, and the cessation is not excused under **Section 19.3**; or

(o) Borrower is in default of its obligations with respect to any funding obligation (other than the Loan) for the Project, and the default remains uncured following the expiration of any applicable cure periods; or

(p) Borrower is in default of its obligations under any other agreement entered into with the City and County of San Francisco, and the default remains uncured following the expiration of any applicable cure periods.

19.2 Remedies. During the pendency of an uncured Event of Default, the City may exercise any right or remedy available under this Agreement or any other City Document or at law or in equity. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the SSP Note, together with default interest as provided in the SSP Note and any other charges due under the SSP Note and the other City Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Borrower expressly waives.

(b) The City at its option may terminate all commitments to make Disbursements or to release the Site from the SSP Deed of Trust or the Declaration of Restrictions, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Site from the SSP Deed of Trust or the Declaration of Restrictions upon terms and conditions satisfactory to the City in its sole discretion.

(c) The City may perform any of Borrower's obligations in any manner, in the City's reasonable discretion.

(d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Project and enter into contracts and take any other action the City deems appropriate to complete or construct all or any part of the improvements, subject to modifications and changes in the Project the City deems appropriate.

(e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Borrower's noncompliance with this Agreement.

(f) Upon the occurrence of an Event of Default described in **Section 19.1(k)**, the unpaid principal balance of the SSP Note, together with default interest as provided in the SSP Note and any other charges due under the SSP Note and the other City Documents, will become due and payable automatically.

(g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Project will be deemed to constitute a portion of the principal balance of the SSP Note, even if it causes the principal balance to exceed the face amount of the SSP Note, unless Borrower reimburses the City within ten (10) days of the City's demand for reimbursement.

19.3 Force Majeure. The occurrence of any of the following events will excuse performance of any obligations of the City or Borrower rendered impossible to perform while the event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes for either; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental actions; civil commotion; fire or other casualty and other causes beyond the control of the party obligated to perform. The occurrence of a force majeure event will excuse Borrower's performance only in the event that Borrower has provided notice to the City within thirty (30) days after the occurrence or commencement of the event or events, and Borrower's performance will be excused for a period ending thirty (30) days after the termination of the event giving rise to the delay.

ARTICLE 20 REPRESENTATIONS AND WARRANTIES.

20.1 Borrower Representations and Warranties. As a further inducement for the City to enter into this Agreement, Borrower represents and warrants as follows:

(a) The execution, delivery and performance of the City Documents will not contravene or constitute a default under or result in a lien upon assets of Borrower under any applicable Law, any Charter Document of Borrower or any instrument binding upon or affecting Borrower, or any contract, agreement, judgment, order, decree or other instrument binding upon or affecting Borrower.

(b) When duly executed, the City Documents will constitute the legal, valid and binding obligations of Borrower. Borrower hereby waives any defense to the enforcement of the City Documents related to alleged invalidity of the City Documents.

(c) No action, suit or proceeding is pending or threatened that might affect Borrower or the Project adversely in any material respect.

(d) Borrower is not in default under any agreement to which it is a party, including any lease of real property.

(e) None of Borrower, Borrower's principals or Borrower's general contractor has been suspended or debarred by the City, the Department of Industrial Relations or any Governmental Agency, nor has Borrower, any of its principals or its general contractor been suspended, disciplined or prohibited from contracting with any Governmental Agency.

(f) The Loan is In Balance, and the Funding Amount, together with all other committed sources of financing for the Project, are sufficient to complete the Project in accordance with this Agreement.

(g) All statements and representations made by Borrower in connection with the Loan remain true and correct as of the date of this Agreement.

(h) The Borrower is duly organized and in good standing under applicable laws of the State of California and is qualified to do business in the City and County of San Francisco.

ARTICLE 21 NOTICES.

21.1 Written Notice. All notices required by this Agreement must be made in writing and may be communicated by personal delivery, by a nationally recognized courier that obtains receipts, facsimile (if followed within one (1) business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or five (5) days after mailing, *provided that* any notice that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices must be addressed as follows:

To the City: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Director

To Borrower: MEDA Precita Small Properties, LLC
2301 Mission Street, Suite 301
San Francisco, CA 94110
Attn: Chief Executive Officer

or any other address a party designates from time to time by written notice sent to the other party in manner set forth in this Section.

21.2 Required Notices. Borrower agrees to provide notice to the City in accordance with **Section 21.1** of the occurrence of any change or circumstance that: (a) will have an adverse effect on the physical condition or intended use of the Project; (b) causes the Loan to be Out of

Balance; or (c) will have a material adverse effect on Borrower's operation of the Property or ability to repay the Loan.

ARTICLE 22 GENERAL PROVISIONS.

22.1 Subordination. The SSP Deed of Trust may be subordinated to other financing secured by and used for development of the Project (in each case, a "Senior Lien"), but only if MOHCD determines, in its sole discretion, that subordination is necessary to secure adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Project. Following review and approval by MOHCD and approval as to form by the City Attorney's Office, the Director of MOHCD or his/her successor or designee will be authorized to execute any approved subordination agreement without the necessity of any further action or approval. The Declaration of Restrictions will not be subordinated to any financing secured by and used for the Project.

22.2 No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the City, may be interpreted or construed as creating the relationship of third party beneficiary, limited or general partnership, joint venture, employer and employee, or principal and agent between the City and Borrower or Borrower's agents, employees or contractors.

22.3 No Claims by Third Parties. Nothing contained in this Agreement creates or justifies any claim against the City by any person or entity with respect to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Project. Borrower must include this requirement as a provision in any contracts for the development of the Project.

22.4 Entire Agreement. This Agreement and its Exhibits incorporate the terms of all agreements made by the City and Borrower with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein will be binding on the City or Borrower.

22.5 City Obligations. The City's sole obligation under this Agreement is limited to providing the Funds as described in this Agreement, up to the Funding Amount. Under no circumstances, including breach of this Agreement, will the City be liable to Borrower for any special or consequential damages arising out of actions or failure to act by the City in connection with any of the City Documents.

22.6 Borrower Solely Responsible. Borrower is an independent contractor with the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Borrower is solely responsible for: (a) its own acts and those of its agents, employees and contractors and all matters relating to their performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages incurred by Borrower, any of its contractors or subcontractors and the

City and its officers, representatives, agents and employees on account of any act, error or omission of Borrower in the performance of this Agreement or any other City Document and the development and operation of the Project; and (c) all costs and expenses relating to Borrower's performance of obligations under the City Documents, the delivery to the City of documents, information or items under or in connection with any of the City Documents and taxes, fees, costs or other charges payable in connection with the execution, delivery, filing and/or recording of any City Document or document required under any City Document.

22.7 No Inconsistent Agreements. Borrower warrants that it has not executed and will not execute any other agreement(s) with provisions materially contradictory or in opposition to the provisions of this Agreement.

22.8 Inconsistencies in City Documents. In the event of any conflict between the terms of this Agreement and any other City Document, the terms of this Agreement control unless otherwise stated; *provided, however*, that any provision in this Agreement in conflict with any Law will be interpreted subject to that Law.

22.9 Governing Law; Venue. This Agreement is governed by California law and the City's Charter and Municipal Code without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

22.10 Joint and Several Liability. If Borrower consists of more than one person or entity, each is jointly and severally liable to the City for the faithful performance of this Agreement.

22.11 Successors. Except as otherwise limited herein, the provisions of this Agreement bind and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns. This provision does not relieve Borrower of its obligation under the City Documents to obtain the City's prior written consent to any assignment or other transfer of Borrower's interests in the Loan, the Site or the ownership interests in Borrower.

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

22.13 Time. Time is of the essence in this Agreement. Whenever the date on which an action must be performed falls on a Saturday, Sunday or federal holiday, the date for performance will be deemed to be the next succeeding business day.

22.14 Further Assurances. Borrower agrees to: (a) pursue in an effective and continuous manner; (b) use best efforts to achieve; and (c) take all actions reasonably required by the City from time to time to confirm or otherwise carry out the purpose of this Agreement.

22.15 Binding Covenants. The provisions of the City Documents constitute covenants running with the land and will be binding upon Borrower and Borrower's successors and assigns, and all parties having or acquiring any right, title or interest in whatever form, including leasehold interests, in or to any part of the Property, except that the same will terminate and become void automatically at the expiration of the Compliance Term of this Agreement. Any attempt to transfer any right, title or interest in the Property in violation of these covenants will be void.

22.16 Consent. Except as expressly provided otherwise, whenever consent or approval of a party is required in any City Document, that party agrees not to withhold or delay its consent or approval unreasonably.

22.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement.

22.18 Borrower's Personnel. The Project shall be implemented only by competent personnel under the direction and supervision of Borrower.

22.19 Borrower's Board of Directors. Borrower 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 Borrower's bylaws and other governing documents, and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Borrower's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Borrower of its obligations under this Agreement.

24.20 Exhibits. The following exhibits are attached to this Agreement and incorporated by reference:

EXHIBITS

- A Schedules of Income and Rent Restrictions
- B-1 Table of Sources and Uses of Funds
- B-2 Annual Operating Budget
- B-3 20-Year Cash Flow Proforma
- C Form of Tenant Income Certification
- D First Source Hiring Requirements and Numerical Goals
- E Governmental Requirements
- F Lobbying/Debarment Certification Form
- G Form of Annual Monitoring Report
- H Tenant Selection Plan Policy
- I MOHCD Tenant Screening Criteria Policy

J	Form of Declaration of Restrictions
K	Reserved
L	Insurance Requirements
M	MOHCD Residual Receipts Policy

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Francisco, California as of the date first written above.

THE CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Daniel Lurie
Mayor

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

BORROWER:

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

By: Mission Economic Development Agency,
a California nonprofit public benefit
corporation

Its: sole member and manager

By: _____
Name: Luis Granados
Title: Chief Executive Officer

EXHIBIT A
Schedules of Income and Rent Restrictions

1. **Income and Rent Restrictions**

Required Rents for the Units as of the Agreement Date are as follows:

3329-3333 20th Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	studio	[\$1,188]
#2	1-bedroom	vacant
#3	studio	[\$1,093]
#4	studio	[\$585]
#5	1-bedroom	[\$1,360]
#6	Studio	[\$541]
#7	1-bedroom	[\$890]
#8	1-bedroom	[\$1,016]
#9	Studio	[\$1,206]
#10	1-bedroom	[\$505]

3182-3198 24th Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#3188-01	studio	[\$595]
#3188-02	studio	[\$665]
#3188-03	studio	vacant
#3188-04	studio	[\$0]
#3190-05	1-bedroom	[\$2,393]
#3190-06	1-bedroom	vacant

#3192-07	3-bedroom	[\$1,539]
#3186-08	3-bedroom	[\$1,227]

3353 26th Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	1-bedroom	[\$2,097]
#2	1-bedroom	[\$1,229]
#3	2-bedroom	[\$1,802]
#4	studio	[\$1,056]
#5	studio	[\$921]
#6	1-bedroom	[\$347]
#7	1-bedroom	[\$1,047]
#8	1-bedroom	[\$1,251]
#9	studio	[\$261]
#10	1-bedroom	[\$2,132]

1500 Cortland Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	1-bedroom	[\$1,237]
#2	2-bedroom	[\$2,435]
#3	1-bedroom	[\$1,673]
#4	2-bedroom	[\$1,605]

35 Fair Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#29	1-bedroom	[\$1,672]
#31	1-bedroom	[\$2,086]
#33	1-bedroom	[\$1,880]
#35	1-bedroom	[\$2,251]

3840 Folsom Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	2-bedroom	[\$2,454]
#2	1-bedroom	[\$1,544]
#3	1-bedroom	[\$2,398]
#4	1-bedroom	[\$1,557]

642-646 Guerrero Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#642	1-bedroom	[\$1,369]
#644	1-bedroom	[\$2,148]
#646	2-bedroom	[\$2,140]
#646A	1-bedroom	[\$2,148]

63-67 Lapidge Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#63	1-bedroom	[\$2,082]

#63A	1-bedroom	[\$1,040]
#65	1-bedroom	[\$2,300]
#65A	1-bedroom	[\$1,274]
#67	1-bedroom	[\$2,340]
#67A	1-bedroom	[\$2,586]

2217-2221 Mission Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#101	1-bedroom	[\$284]
#102	1-bedroom	[vacant]
#103	1-bedroom	[\$869]
#104	2-bedroom	[\$2,594]
#201	1-bedroom	[\$2,117]
#202	1-bedroom	[\$2,148]
#203	1-bedroom	[\$2,117]
#204	1-bedroom	[\$1,636]

3800 Mission Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#3802	1-bedroom	[\$1,497]
#3804	1-bedroom	[\$2,486]
#88	1-bedroom	[\$1,809]
#94	1-bedroom	[\$818]
#98	studio	[\$914]

19-23 Precita Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#19	3-bedroom	[\$3,279]
#21	3-bedroom	[\$2,265]
#23	3-bedroom	[\$1,757]

344-348 Precita Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#344	2-bedroom	[\$2,791]
#346	1-bedroom	[\$1,071]
#346A	studio	[\$1,054]

269-271 Richland Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
269-B	1-bedroom	[\$1,614]
271-A	1-bedroom	[\$1,389]
271-B	2-bedroom	[\$3,064]
271-C	2-bedroom	[\$1,786]
271	1-bedroom	[\$1,804]
269A	1-bedroom	[\$2,340]

380 San Jose Avenue:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	1-bedroom	[\$1,866]

#2	1-bedroom	[vacant]
#3	1-bedroom	[\$507]
#4	1-bedroom	[\$2,106]

1015 Shotwell Street:

Unit Number	Unit Type	Rent (monthly payments) as of the Date of Close of the Loan
#1	1-bedroom	[\$2,340]
#2	1-bedroom	[\$2,195]
#3	1-bedroom	[\$2,569]
#4	2-bedroom	[\$467]
#5	2-bedroom	[\$1,920]
#6	1-bedroom	[\$1,199]
#7	1-bedroom	[\$1,313]
#8	1-bedroom	[\$1,356]
#9	2-bedroom	[\$1,181]
#10	1-bedroom	[vacant]

2. Reserved.
3. Rents for Units at Turn Over. After the Agreement Date, the Rent for each Unit that becomes vacant and is not leased to a Direct Referral Tenant must be approved by MOHCD before the Unit may be rented to a Qualified Tenant. The Rent shall be set at the amount necessary to bring the Project's combined average Rents for all Units as close as is possible but no higher than the amount calculated as 30% of 80% Median Income, or other amount as approved by MOHCD. In addition, no vacant Unit may be filled with a household earning more than 120% Median Income upon initial occupancy.

EXHIBIT B-1
Table of Sources and Uses of Funds

Attached.

EXHIBIT B-2
Annual Operating Budget

Attached.

Application Date: 98
Total # Units: 2025
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):
Small Sites Project

Project Name: MEDA REFINANCE BUNDLE
Project Address:
Project Sponsor: Mission Economic Development Agency
Correct errors noted in Col N!

INCOME	Total	Comments	PUPA	PUPM
Residential - Tenant Rents	1,779,442	Links from 'Existing Proj - Rent Info' Worksheet	18,127	1,511
Residential - Tenant Assistance Payments (SOS Payments)	0	Comments		
Residential - Tenant Assistance Payments (Other Non-LOSP)	249,600	Links from 'Existing Proj - Rent Info' Worksheet	2,547	212
Commercial Space	356,761	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%	3,640	
Residential Parking	18,910	Links from 'Utilities & Other Income' Worksheet	193	
Miscellaneous Rent Income	0	Links from 'Utilities & Other Income' Worksheet	-	
Supportive Services Income	0	Links from 'Utilities & Other Income' Worksheet	-	
Interest Income - Project Operations	0	Links from 'Utilities & Other Income' Worksheet	-	
Laundry and Vending	4,406	Links from 'Utilities & Other Income' Worksheet	45	
Tenant Charges	0	Links from 'Utilities & Other Income' Worksheet	-	
Miscellaneous Residential Income	0	Links from 'Utilities & Other Income' Worksheet	-	
Other Commercial Income	0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%	-	
Withdrawal from Capitalized Reserve (deposit to operating account)	0		-	
Gross Potential Income	2,406,119	Vacancy Formulas use percentages entered in cells Q35-36; can be overridden, use negative as/		
Vacancy Loss - Residential - Tenant Rents	(177,644)	10% Vacancy loss is 10% of Tenant Rents.	(1,813)	
Vacancy Loss - Residential - Tenant Assistance Payments	(24,960)	10% Vacancy loss is 10% of Non-LOSP Tenant Assistance Pmts.	(255)	
Vacancy Loss - Commercial	(71,352)	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%	(728)	
EFFECTIVE GROSS INCOME	2,132,163	PUPA: 21,157		

OPERATING EXPENSES				
Management				
Management Fee	137,592	SSP Schedule (2026)	1,404	117
Asset Management Fee	137,592	SSP Schedule (2026)	1,404	
Sub-total Management Expenses	275,184	PUPA: 2,808		

Salaries/Benefits				
Office Salaries	0	Links from 'Staffing' Worksheet	-	
Manager's Salary	0	Links from 'Staffing' Worksheet	-	
Health Insurance and Other Benefits	0		-	
Other Salaries/Benefits	0		-	
Administrative Rent-Free Unit	0		-	
Sub-total Salaries/Benefits	0	PUPA: 0		

Administration				
Advertising and Marketing	43,708		446	
Office Expenses	30,330		309	
Office Rent	0		-	
Legal Expense - Property	7,056		72	
Audit Expense	80,750		620	
Bookkeeping/Accounting Services	47,040		480	
Bad Debts	3,789		39	
Miscellaneous	0		-	
Sub-total Administration Expenses	192,672	PUPA: 1,966		

Utilities				
Electricity	49,614		506	42
Water	50,718		926	77
Gas	0		-	-
Sewer	37,083		378	32
Sub-total Utilities	137,415	PUPA: 1,810		

Taxes and Licenses				
Real Estate Taxes	89,388		912	
Payroll Taxes	0		-	
Miscellaneous Taxes, Licenses and Permits	0		-	
Sub-total Taxes and Licenses	89,388	PUPA: 912		

Insurance				
Property and Liability Insurance	126,969		1,296	
Fidelity Bond Insurance	0		-	
Worker's Compensation	0		-	
Director's & Officers' Liability Insurance	0		-	
Sub-total Insurance	126,969	PUPA: 1,296		

Maintenance & Repair				
Payroll	0	Links from 'Staffing' Worksheet	-	
Supplies	0		-	
Contracts	54,519		556	
Garbage and Trash Removal	75,584		771	
Security Payroll/Contract	0	Links from 'Staffing' Worksheet	-	
HVAC Repairs and Maintenance	0		-	
Vehicle and Maintenance Equipment Operation and Repairs	0		-	
Miscellaneous Operating and Maintenance Expenses	177,210		1,808	
Sub-total Maintenance & Repair Expenses	307,313	PUPA: 3,136		

Supportive Services				
Commercial Expenses	0	Links from 'Staffing' Worksheet	-	
	0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%	-	

TOTAL OPERATING EXPENSES	1,166,941	PUPA: 11,928		
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Reserves/Ground Lease Base Rent/Bond Fees				
Ground Lease Base Rent	0	Provide additional comments here, if needed.	-	
Bond Monitoring Fee	0		-	
Replacement Reserve Deposit	58,800		600	
Operating Reserve Deposit	8,900		91	
Other Required Reserve 1 Deposit	0		-	
Other Required Reserve 2 Deposit	0		-	
Required Reserve Deposits, Commercial	0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%	-	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	67,700	PUPA: 691		

TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond	1,236,641	PUPA: 12,619		
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NET OPERATING INCOME (INCOME minus OP EXPENSES)	895,522	PUPA: 9,138		
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DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)				
Hard Debt - First Lender	778,238	Bank of San Francisco	Provide additional comments here, if needed.	
Hard Debt - Second Lender (HCD Program 0.42% pymt. or other 2nd L	0		Provide additional comments here, if needed.	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0		Provide additional comments here, if needed.	
Hard Debt - Fourth Lender	0		Provide additional comments here, if needed.	
Commercial Hard Debt Service	0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%		
TOTAL HARD DEBT SERVICE	778,238	PUPA: 7,941		

CASH FLOW (NOI minus DEBT SERVICE)	117,284			
AVAILABLE CASH FLOW	117,284			

USES OF CASH FLOW BELOW (This row also shows DSCR.)	1.15			
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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)				
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)				
Other Payments				
Non-amortizing Loan Pymt. - Lender 1 (select lender in comments field)			Provide additional comments here, if needed.	
Non-amortizing Loan Pymt. - Lender 2 (select lender in comments field)			Enter/override amount of residual receipts proposed for loan repayment.	
Deferred Developer Fee (Enter amt. <= Max Fee from cell I190)		Def. Develop. Fee split: 0%	Provide additional comments here, if needed.	
TOTAL PAYMENTS PRECEDING MOHCD	0	PUPA: 0		

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS)	117,284			
--	---------	--	--	--

Residual Receipts Calculation				
Does Project have a MOHCD Residual Receipt Obligation?	Yes	Project has MOHCD ground lease?	No	
Will Project Defer Developer Fee?	No			
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr	50%			
% of Residual Receipts available for distribution to soft debt lenders	50%			

Soft Debt Lenders with Residual Receipts Obligations	(Select lender name/program from drop down)	Total Principal Amt	Distrib. of Soft Debt Loans
MOHCD/OCH - Soft Debt Loans	All MOHCD/OCH Loans payable from res. recs	\$37,820,766	45.33%
MOHCD/OCH - Ground Lease Value or Land Acq Cost	Acquisition Cost	\$45,610,554	54.67%
HCD (soft debt loan) - Lender 3			0.00%
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	58,642	50% of residual receipts, multiplied by 100% - MOHCD's pro rata share of all soft debt		
Proposed MOHCD Residual Receipts Amount to Loan Repayment	0	Enter/override amount of residual receipts proposed for loan repayment.		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lea	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repaym.		
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS	58,642	Total Resid Receipts due not allocated, please revise F142		

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE				
HCD Residual Receipts Amount Due	0			
Lender 4 Residual Receipts Due	0			
Lender 5 Residual Receipts Due	0			
Total Non-MOHCD Residual Receipts Debt Service	0			

REMAINDER (Should be zero unless there are distributions below)				
Owner Distributions/Incentive Management Fee	58,642	100% of Borrower share of 50% of residual receipts		
Other Distributions/Uses	0			
Final Balance (should be zero)	0			

EXHIBIT B-3
20-Year Cash Flow Proforma

Attached.

EXHIBIT C
Tenant Income Certification Form

Attached.

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____

Effective Date: _____
Move-In Date: _____
(MM-DD-YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ TCAC#: _____ BIN#: _____
Address: _____ If applicable, CDLAC#: _____
Unit Number: _____ # Bedrooms: _____ Square Footage: _____

PART II. HOUSEHOLD COMPOSITION

☐ Vacant (Check if unit was vacant on December 31 of the Effective Date Year)

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	Student Status (Check One)	Last 4 digits of Social Security #
1				HEAD		FT ☐ /PT ☐ /NA ☐	
2						FT ☐ /PT ☐ /NA ☐	
3						FT ☐ /PT ☐ /NA ☐	
4						FT ☐ /PT ☐ /NA ☐	
5						FT ☐ /PT ☐ /NA ☐	
6						FT ☐ /PT ☐ /NA ☐	
7						FT ☐ /PT ☐ /NA ☐	

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$ _____

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS: \$ _____

\$ _____

Enter Column (H) Total

Passbook Rate

If over \$5000

\$ _____ X

0.06%

= (J) Imputed Income

\$ _____

Enter the greater of the total of column I, or J: imputed income

TOTAL INCOME FROM ASSETS (K)

\$ _____

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$ _____

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY**RECERTIFICATION ONLY:**

TOTAL ANNUAL HOUSEHOLD
INCOME FROM ALL SOURCES:
From item (L) on page 1

\$

Unit Meets Federal
Income Restriction at:
☐ 60% ☐ 50%

Current Federal LIHTC
Income Limit x 140%:

\$

Current Federal LIHTC Income Limit per
Family Size (Federal Income Restriction at
60%, 50% or A.I.T. (20% - 80%)):

\$

Or Federal A.I.T. at:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20%

Household Income exceeds
140% at recertification:
☐ Yes ☐ No

If Applicable, Current Federal Bond
Income Limit per Family Size:

\$

Unit Meets State Deeper
Targeting Income Restriction
at:

Household Size at Move-in:

Household Income as of Move-in:

\$

☐ Other _____ %**PART VI. RENT**

Tenant Paid Monthly Rent:

\$

Federal Rent Assistance:

\$

*Source: _____

Monthly Utility Allowance:

\$

Non-Federal Rent Assistance:

\$

(*0-8)

Other Monthly Non-optional charges:

\$

Total Monthly Rent Assistance: \$

GROSS MONTHLY RENT FOR UNIT:
(Tenant paid rent plus Utility Allowance &
other non-optional charges)

\$

*Source of Federal Assistance

1 **HUD Multi-Family Project Based Rental Assistance (PBRA)

2 Section 8 Moderate Rehabilitation

3 Public Housing Operating Subsidy

4 HOME Rental Assistance

5 HUD Housing Choice Voucher (HCV), tenant-based

6 HUD Project-Based Voucher (PBV)

7 USDA Section 521 Rental Assistance Program

8 Other Federal Rental Assistance

0 Missing

Maximum Federal LIHTC Rent Limit for
this unit:

\$

If Applicable, Maximum Federal & State
LIHTC Bond Rent Limit for this unit:

\$

Unit Meets Federal Rent Restriction at:

☐ 60% ☐ 50%

Or Federal A.I.T. at:

☐ 80% ☐ 70% ☐ 60%
☐ 50% ☐ 40% ☐ 30%
☐ 20%

** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation;
Section 8 Loan Management; Section 8 Property Disposition; Section 202
Project Rental Assistance Contracts (PRAC)

If Applicable, Unit Meets Bond Rent
Restriction at:

☐ 60% ☐ 50%

Unit Meets State Deeper
Targeting Rent Restriction at:

☐ Other: _____ %**PART VII. STUDENT STATUS**

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ Yes ☐ No

If yes, Enter student explanation*
(also attach documentation)

Enter
1-5

*Student Explanation:

1 AFDC / TANF Assistance

2 Job Training Program

3 Single Parent/Dependent Child

4 Married/Joint Return

5 Former Foster Care

PART VIII. PROGRAM TYPE

Identify the program(s) for which this household's unit will be counted toward the property's occupancy requirements.

Select one of the following.

- ☐ 9% Allocated Federal Housing Tax Credit
☐ 4% Allocated Federal Housing Tax Credit
☐ Tax-Exempt Bond Only (No tax credits)

Select all that apply.

- ☐ HOME (including TCAP)
☐ CDBG
☐ Other HUD, including 202, 811, and 236
☐ National Housing Trust Fund
☐ USDA Rural Housing Service, including 514, 515, and 538
☐ Other state or local housing programs

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

PART IX. SUPPLEMENTAL INFORMATION FORM

The California Tax Credit Allocation Committee (CTCAC) requests the following information in order to comply with the Housing and Economic Recovery Act (HERA) of 2008, which requires all Low Income Housing Tax Credit (LIHTC) properties to collect and submit to the U.S. Department of Housing and Urban Development (HUD), certain demographic and economic information on tenants residing in LIHTC financed properties. Although the CTCAC would appreciate receiving this information, you may choose not to furnish it. You will not be discriminated against on the basis of this information, or on whether or not you choose to furnish it. If you do not wish to furnish this information, please check the box at the bottom of the page and initial.

Enter both Ethnicity and Race codes for each household member (see below for codes).

TENANT DEMOGRAPHIC PROFILE						
HH Mbr #	Last Name	First Name	Middle Initial	Race	Ethnicity	Disabled
1						
2						
3						
4						
5						
6						
7						

The Following Race Codes should be used:

- 1 – White – A person having origins in any of the original people of Europe, the Middle East or North Africa.
- 2 – Black/African American – A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” apply to this category.
- 3 – American Indian/Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 4 – Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent:
- 4a – Asian India 4e – Korean
4b – Chinese 4f – Vietnamese
4c – Filipino 4g – Other Asian
4d – Japanese
- 5 – Native Hawaiian/Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands:
- 5a – Native Hawaiian 5c – Samoan
5b – Guamanian or Chamorro 5d – Other Pacific Islander

6 – Other

7 – Did not respond. (Please initial below)

Note: Multiple racial categories may be indicated as such: 31 – American Indian/Alaska Native & White, 41 – Asian & White, etc.

The Following Ethnicity Codes should be used:

- 1 – Hispanic – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Terms such as “Latino” or “Spanish Origin” apply to this category.
- 2 – Not Hispanic – A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- 3 – Did not respond. (Please initial below)

Disability Status:

1 – Yes

If any member of the household is disabled according to Fair Housing Act definition for handicap (disability):

- A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment or being regarded as having such an impairment. For a definition of “physical or mental impairment” and other terms used, please see 24 CFR 100.201, available at <http://fairhousing.com/legal-research/hud-regulations/24-cfr-100201-definitions>.
- “Handicap” does not include current, illegal use of or addiction to a controlled substance.
- An individual shall not be considered to have a handicap solely because that individual is a transgender.

2 – No

3 – Did not respond (Please initial below)

☐ **Resident/Applicant:** I do not wish to furnish information regarding ethnicity, race and other household composition.

(Initials) _____
(HH#) 1. 2. 3. 4. 5. 6. 7.

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Enter the type of tenant certification: Initial Certification (move-in), Recertification (annual recertification), or Other. If other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual income recertification's, this effective date should be no later than one year from the effective date of the previous (re)certification.
Move-In Date	Enter the most recent date the household tax credit qualified. This could be the move-in date or in an acquisition rehab property, this is not the date the tenant moved into the unit, it is the most recent date the management company income qualified the unit for tax credit purposes.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
TCAC#	Enter the project number assigned to the property by TCAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: CA-2010-123
BIN #	Enter the building number assigned to the building (from IRS Form 8609).
Address	Enter the physical address of the building, including street number and name, city, state, and zip code.
If applicable, CDLAC#	If project is awarded 4% bonds please enter the project number assigned to the property by CDLAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: 16-436
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
Square Footage	Enter the square footage for the entire unit.
Vacant Unit	Check if unit was vacant on December 31 of requesting year. For example, for the collection of 2011 data, this would refer to December 31, 2011.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following definitions:

H	Head of Household	S	Spouse	U	Unborn Child/Anticipated
A	Adult Co-Tenant	O	Other Family Member		Adoption or Foster
C	Child	F	Foster child(ren)/adult(s)		
L	Live-in Caretaker	N	None of the above		

Date of Birth	Enter each household member's date of birth.
Student Status	Check FT for Full-time student, PT for Part-time student, or N/A if household member is not a student and question does not apply.
Last Four Digits of Social Security Number	For each tenant 15 years of age or older, enter the last four digits of the social security number or the last four digits of the alien registration number. If the last four digits of SSN or alien registration is missing, enter 0000. For tenants under age 15, social security number not required, although please enter 0000.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. If individual household member income is provided, list the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 0.06% and enter the amount in (J), Imputed Income.

Row (K)	Enter the greater of the total in Column (I) or (J)	
Row (L)	Total Annual Household Income From all Sources	Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Federal LIHTC Income Limit per Unit Meets Federal Income Restriction at 60%, 50% or A.I.T (20% - 80%)	Enter the Current Move-in Income Limit for the household size – specifically, the max income limit for the federal 60%, 50% or A.I.T (20% - 80%) set aside.
Current Bond Income Limit per Family Size	Enter the Current most restrictive Move-in Income Limit for the household size – specifically, the max income limit incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.

Household Income at Move-in	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-in	Enter the number of household members from the move-in certification.
Current Federal LIHTC Income Limit x 140%	For recertifications only. Multiply the current LIHTC Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, or A.I.T. (20% - 60% = 140% X 60%, 70% = 140% X 70% and 80% = 140% X 80%) as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the LIHTC Income Limit per Family Size at Move-in date (above), then the available unit rule must be followed.
Unit Meets Federal Income Restriction at or Federal A.I.T. at	Check the appropriate box for the income restriction that the household meets according to what is required by the federal set-aside(s) for the project.
Unit Meets State Deeper Targeting Income Restriction at	If your agency requires an income restriction lower than the federal limit, enter the percent required.

Part VI - Rent

Tenant Paid Monthly Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Federal Rent Assistance	Enter the amount of rent assistance received from a federal program, if any.
Non-Federal Rent Assistance	Enter the amount of non-federal rent assistance received, if any.
Total Monthly Rent Assistance	Enter the amount of total rent assistance received, if any.
Source of Federal Rent Assistance	If federal rent assistance is received, indicate the single program source.
Monthly Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other Monthly Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Monthly Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges. The total may NOT include amounts other than Tenant Paid Rent, Utility Allowances and other non-optional charges. In accordance with the definition of Gross Rent in IRC §42(g)(2)(B), it may not include any rent assistance amount.
Maximum LIHTC Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent limit for the federal 50%, 60% or A.I.T. (20% - 80%) set aside. This does not include state deeper targeting levels.
Maximum LIHTC Bond Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.
Unit Meets Federal Rent Restriction at or Federal A.I.T. at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal set-aside(s) for the project.
Unit Meets Bond Rent Restriction at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal and state law for the project.
Unit Meets State Deeper Targeting Rent Restriction at	If your agency requires a rent restriction lower than the federal limit, enter the percent required.

Part VII - Student Status

If all household members are full time* students, check “yes”. Full-time status is determined by the school the student attends. If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Part VIII – Program Type

Select the program(s) for which this household's unit will be counted toward the property's occupancy requirements. One response from the first column must be selected.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Complete this portion of the form at move-in and at recertification's (only if household composition has changed from the previous year's certification).

Tenant Demographic Profile

Complete for each member of the household, including minors. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.

Resident/Applicant Initials

All tenants who wish not to furnish supplemental information should initial this section. Parent/Guardian may complete and initial for minor child(ren).

EXHIBIT D
First Source Hiring Requirements and Numerical Goals

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83).

Borrower will, or will require its general contractor to, separately execute a First Source Hiring Agreement with the City as set forth below, although the lack of such a separate execution will not affect the requirements of Chapter 83 as incorporated herein.

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 will 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 have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. On or before the effective date of the Ground Lease, Borrower will, or will require its general contractor to, enter into a first source hiring agreement ("FSH Agreement") with the City, that will include the terms as set forth in Section 83.9(b). Borrower also enter into a FSH Agreement with the City for any other work that it performs in the City.

C. Hiring Decisions. Borrower or its general contractor will make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions. Upon application by Contractor, 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. Borrower 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 Borrower'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 a contractor 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

7. That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorney's fees.

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 will be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Borrower or its general contractor will require the subcontractor to comply with the requirements of Chapter 83 and will contain contractual obligations substantially the same as those set forth in this Section.

EXHIBIT E
Governmental Requirements

1. Prevailing Wages and Working Conditions.

Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 23.61. Borrower agrees to require its Contractors and Subcontractors performing (i) labor in the construction of a “public work” as defined in California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling if paid for in whole or part out of public funds), or (ii) Covered Construction at the Project or Site to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, “Prevailing Wage Requirements”). Borrower agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

If applicable, Borrower shall include, and require its Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract shall name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Borrower’s failure to comply with its obligations under this Section shall constitute a material breach of the Agreement. A Contractor’s or Subcontractor’s failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party.

2. Environmental Review. The Project must meet the requirements of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

3. Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Borrower or the City who exercises or has exercised any function or responsibilities with respect to activities assisted by Funds, in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter. In order to carry out the purpose of this Section, Borrower must incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under the Agreement, a provision similar to that of this Section. Borrower will

be responsible for obtaining compliance with conflict of interest provisions by the parties with whom it contracts and, in the event of a breach, Borrower must take prompt and diligent action to cause the breach to be remedied and compliance to be restored.

(b) Borrower represents that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2, and Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, and Sections 1090 through 1097 and 87100 *et seq.* of the California Government Code, all of which relate to prohibited conflicts of interest and prohibited contributions in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of any of these provisions and agrees to notify the City immediately if Borrower at any time obtains knowledge of facts constituting a violation. The City will notify its Ethics Commission of the parties to this Agreement in accordance with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code.

(c) In the event of any violation of the conflict of interest prohibitions, Borrower agrees that the City may refuse to consider any future application for funding from Borrower or any entity related to Borrower until the violation has been corrected to the City's satisfaction, in the City's sole discretion.

4. Disability Access. Borrower must comply with all applicable disability access Laws, including the Americans With Disabilities Act (42 U.S.C. §§ 1201 *et seq.*), Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and the Fair Housing Amendments Act (42 U.S.C. §§ 3601 *et seq.*). Borrower is responsible for determining which disability access Laws apply to the Project, including those applicable due to the use of Funds. In addition, before occupancy of the Project, Borrower must provide to the City a written reasonable accommodations policy that indicates how Borrower will respond to requests by disabled individuals for accommodations in Units and common areas of the Project.

5. Lead-Based Paint. Borrower must satisfy the requirements of Chapter 36 of the San Francisco Building Code ("Work Practices for Exterior Lead-Based Paint") and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 *et seq.*) and implementing regulations at 24 CFR part 35. Borrower must also comply with the provisions contained in 17 CCR 350000 *et seq.*, and 8 CCR 1532.1 and all other applicable Laws governing lead-based hazards.

6. Relocation. Borrower must meet any applicable requirements of the California Relocation Assistance Act (Cal. Gov. Code §§ 7260 *et seq.*) and implementing regulations in Title 25, Chapter 6 of the California Administrative Code and similar Laws. Borrower may use vacant Units in the Project to accommodate the temporary relocation of Qualified Tenants in other Small Sites Program Projects to complete rehabilitation for a period of up to 30 days, during which time, relocated Qualified Tenants must sign a relocation lease, approved as to form by the City, giving the relocated Qualified Tenant temporary right to the Unit for no more than a 30 day period. The use of Small Sites Program Units for temporary relocation applies only to other Small Sites Program Qualified Tenants and not to tenants residing in properties subject to other funding sources and/or program regulations.

7. First Source Hiring. Borrower agrees to comply with San Francisco Administrative Code, Chapter 83, as applicable.

8. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Borrower Shall Not Discriminate. In the performance of this Agreement, Borrower agrees not to discriminate against any employee, City and County employee working with Borrower or any subcontractor, applicant for employment with Borrower or any subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Borrower on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, 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. Borrower shall incorporate by reference in all subcontracts the provisions of Sections 131.2 and 132.3 of Division II of the San Francisco Labor and Employment Code. Borrower's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits. Borrower 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 131.2 of the San Francisco Labor and Employment Code.

(d) Condition to Contract. As a condition to this Agreement, Borrower shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the executed form by the San Francisco Contract Monitoring Division.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Articles 131 ("Nondiscrimination in Contracts") and 132 ("Nondiscrimination in Property Contracts") of the San Francisco Labor and Employment Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Borrower 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, Borrower understands that pursuant to Sections 131.2(h) and 131.2(g) of the San Francisco Labor and Employment Code, a penalty of \$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 Borrower and/or deducted from any payments due Borrower.

9. MacBride Principles. 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. The 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 Borrower acknowledges and agrees that he or she has read and understood this Section.

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

11. Preservative-Treated Wood Containing Arsenic. Borrower may not purchase preservative-treated wood products containing arsenic until the SSP Deed of Trust has been fully reconveyed unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of 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. Borrower 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 Borrower 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.

12. Submitting False Claims; Monetary Penalties. Any borrower, grantee, contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A borrower, grantee, contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the borrower, grantee, contractor, subcontractor or consultant:

(a) knowingly presents or causes to be presented to an officer or employee of the 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 the City;

(c) conspires to defraud the City by getting a false claim allowed or paid by the 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 the City; or

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

13. Sunshine Ordinance.

(a) Borrower 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 Borrower 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. Further, Borrower specifically agrees that any meeting of the governing body of its manager that addresses any matter relating to the Project or to Borrower's performance under this Agreement will be conducted as a passive meeting.

(b) By executing this Agreement, Borrower agrees to comply with the provisions of Chapter 12L of the San Francisco Administrative Code to the extent applicable. By executing this Agreement, Borrower agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the San Francisco Administrative Code. Borrower 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. Borrower acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Borrower 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.

(c) In accordance with the Citizen's Right to Know Act of 1998 (S. F. Admin. Code Chapter 79), no officer, department, board or commission of the City may approve a City Project, as defined in Chapter 79, unless a sign has been posted on the applicable property at least fifteen (15) days before approval. A City Project is a project that involves new construction, a change in use or a significant expansion of an existing use where the City funding for the project is \$50,000 or more. If the loan will be used for a City Project, this Agreement will not become effective until fifteen (15) days following the posting of the requisite sign, or, in the alternative, thirty (30) days following the delivery of written notices to residents and owners within 300 feet of the Site, and the City will have the right to nullify or revoke this Agreement without cost or liability of any sort whatsoever at any time before that date. If Borrower believes that this Agreement relates to a City Project and that the requisite sign has not been posted,

Borrower must notify the City so that the City may determine the applicability of Chapter 79, and, if necessary, post the requisite sign.

14. Prohibition on Use of Public Funds for Political Activities. Borrower shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Borrower is subject to the enforcement and penalty provisions in Chapter 12G.

15. Nondisclosure of Private Information. Borrower has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information", and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Borrower agrees that any failure of Borrower to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Borrower pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Borrower.

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.

(a) Borrower shall remove all graffiti from any real property owned or leased by Borrower in the City and County of San Francisco within forty eight (48) hours of the earlier of Borrower'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 Borrower 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. §§ 101 et seq.).

(b) Any failure of Borrower to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

17. Resource-Efficient Building Ordinance. Borrower acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Borrower hereby agrees it shall comply with the applicable provisions of such code sections as such sections may apply to the Property.

18. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Borrower agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Borrower's obligations under Chapter 12T is set forth in this Section. Borrower is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Borrower's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Borrower shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Borrower's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Borrower or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Borrower or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Borrower or Subcontractor shall not require such disclosure or make such

inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Borrower or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that Borrower or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Borrower and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under Borrower or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Borrower understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

19. Food Service Waste Reduction Requirements. Borrower 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, Borrower agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Borrower 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 Borrower's failure to comply with this provision.

20. Bottled Drinking Water. Unless exempt, Borrower agrees to comply fully with and be bound by all of the provisions of the San Francisco Bottled Water Ordinance, as set forth in San Francisco Environment Code Chapter 24, including the administrative fines, remedies, and implementing regulations provided therein, as the same may be amended from time to time. The provisions of Chapter 24 are incorporated herein by reference and made a part of this Agreement as though fully set forth.

21. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Borrower will comply with the applicable requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance under Administrative Code Chapter 14B ("LBE Ordinance") and will incorporate such requirements, if any, in contracts with any Contractors and Subcontractors.

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.

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability corporation

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation,
Its: sole member and manager

By: _____
Name: Luis Granados
Title: Chief Executive Officer

EXHIBIT G
Form of Annual Monitoring Report

Exhibit H

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



London N. Breed
Mayor

Eric D. Shaw
Director

October 21, 2020

Notice of Availability of 2020 Annual Monitoring Report Form
(plus reminders of Marketing Procedure and Serious Incident Protocol)

The Mayor's Office of Housing and Community Development (MOHCD) is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2020 (RY2020). The forms are now available to be downloaded from the [Asset Management page](#) of the MOHCD web site. In addition, training videos on how to complete the AMR are available. See below for more information.

IMPORTANT INFORMATION RELATED TO COVID-19

MOHCD recognizes the impact that the COVID-19 crisis is having on the organizations that we support, especially those providing essential services. It is vitally important to take measures to protect your staff, residents and clients from contracting and spreading COVID-19. We urge all affordable housing owners and managers to follow the guidelines, recommendations and orders from the U.S. [Centers for Disease Control](#), the [State of California](#) and the San Francisco [Department of Public Health](#). MOHCD is also taking action to address the needs of the projects under our purview:

- MOHCD [published a memo](#) clarifying MOHCD's current Operating Reserves requirements.
- MOHCD extended the 2020 AMR due date by one month (see below for detailed info) for projects whose business year ran from 7/1/2019 to 6/30/2020.

MOHCD is allowing project sponsors to retain a larger share of 2020 surplus cash/residual receipts than is allowed under their financing agreements with MOHCD. For more information, read the notice regarding the [COVID-19 Allowance](#). This opportunity is limited to projects whose business year ran from 7/1/2019 to 6/30/2020. The COVID-19 Allowance may not be available to some projects that are subject to MOHCD financing, regulatory or ground lease agreements that include limits on distributions of surplus cash/residual receipts. To benefit from the Allowance, owners of such projects will have to request amendments to those agreements that would remove such limits. For more information, read the ["Notice Regarding Option to Remove Caps on Distributions of Residual Receipts."](#)

If this crisis is preventing you from responding thoroughly and quickly to any request from MOHCD, please do whatever you can to let us know of your limitations and to propose alternatives. Thank you for everything that you are doing on behalf of the people your organization serves and for all of the people of San Francisco.

Deadline: For projects whose business year ended June 30, 2020, the report will be due on January 8, 2021, for the period 7/1/2019-6/30/2020, unless noted otherwise in a project-specific notice sent by MOHCD. For any projects whose 2020 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.

Completion and Submission Instructions

The Annual Monitoring Report consists of the following four parts:

I. AMR_RY2020 – project name.xlsx – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

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

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to 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_RY2020.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 2020. 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 "[Audit Requirements for MOHCD-Funded Projects](#)" a copy of which is 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.

MOHCD's audit requirements call for the preparation of a supplemental section to the financial statements that includes the following:

- schedule of operating revenues
- schedule of operating expenses
- computation of cash flow/surplus cash
- summary of project reserve activity

The supplemental section may be prepared by using worksheet #7 of the AMR or a form generated by the accounting system of the project owner or the auditor.

IMPORTANT: Audited financial statements are a required submittal of the Annual Monitoring Report. Do not submit the AMR until the audit has been finalized. AMRs that are submitted without an audit or with a draft audit will not be accepted.

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
- 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. 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.

AMR Training – On-Demand Videos

To facilitate completion of the AMR by project sponsors, MOHCD has created training videos that provide step-by-step instructions on how to complete the Excel reporting form and how to submit the report overall. There are ten video modules that vary in length from two to 30 minutes and may be viewed on-demand from the [Asset Management page](#) of the MOHCD web site. We strongly encourage all persons who are involved in preparing the AMR to watch the videos. If you experience any technical difficulties with accessing and viewing the videos, please contact Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

Marketing Procedure for 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 waiting list on [DAHLIA](#) – the City's internet portal where members of the public may get information and apply for affordable housing. General information for people seeking affordable housing in San Francisco can also be found on our web site at [this location](#).

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.

MOHCD requests that owners of projects financed by this office notify us in writing 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

Asset Management Team

MOHCD 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103

<http://sfmohcd.org> P. 415-701-5500 F. 415-701-5501

Owner Compliance Certification and Insurance & Tax Certification Form
2020 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_RY2020 – 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 or require additional clarification, 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			For any existing operating subsidies supporting the project, during the reporting period, the owner submitted a request for the maximum increase possible.
7			The owner has paid all taxes due for the reporting period and prior reporting periods.
8			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
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development

	True	False	
9			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.
10			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.
11			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.
12			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.
13			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
14			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.
15			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.
16			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.
17			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; (b) keep the Project fully rented and occupied; and (c) maximize rental revenue at the Project by increasing tenant rents, and if applicable, contract rents and commercial rents, the maximum amount permitted under all current regulatory agreements, contracts, regulations and leases, without causing undue rent burden on residential tenants.
18			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.
19			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.
20			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
21			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

Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development

	True	False	
			project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.
22			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.
23			The Waiting List that has been submitted with the 2020 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.

Signature: _____ Date: _____

Name: _____ Title: _____

Annual Monitoring Report - Instructions - Reporting Year 2020 - 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 12/21/2020

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

Use this worksheet to report the activity only of a transitional housing program, including program capacity, number of people served, length of stay and destination upon exit. Please follow the instructions provided on the worksheet.

1C. Eviction Data

MOHCD is required to collect this data by San Francisco Administrative Code Sections 20.500-20.508. 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.

- **NEW:** for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 - Vac."
- Identify manager's unit with the unit number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 - Mgr."
- 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. **Is the Unit Fully-Accessible or Adaptable?** Use the drop down menu to indicate which

"Accessible - Mobility" = The unit is fully-accessible for persons with mobility impairment.

"Accessible - Communication" = The unit is fully-accessible for persons with visual and hearing impairment.

"Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment.

"Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.

"Not Accessible or Adaptable" = Not Accessible or Adaptable.

G. **Date of Initial Occupancy.** Enter the date when the tenant occupied their *first unit in the project*. 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.

H. **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 *first unit in the project*. 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.

I. **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.

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

K. **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.

L. **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.

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

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

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

P. **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.

Q. **Is this Unit a HOPWA set-aside unit? (yes/no).** "HOPWA set-aside" units are required when HOPWA capital funding is used to acquire, construct or rehab a project.

R. **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.

"RAD - PBV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a RAD Project-Based Section 8 subsidy that will remain with the unit after the tenant moves out.

"TPV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a HUD Tenant Protection Voucher subsidy to help prevent displacement and/or stabilize the property.

"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" = The unit is a HOPWA-designated unit under the project funding from the Housing Opportunities for People With AIDS program. While HOPWA is not a source of tenant-based assistance, if the tenant is receiving any other form of subsidy, please report on the amount of Rental Assistance on this worksheet and note the source of the Rental Assistance in the Narrative section of the AMR.

"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.

"MHSA" = The unit receives a subsidy under CA HCD's Mental Health Services Act.

"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.

- S. **Amount of Rental Assistance.** Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- T. **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.
- U. **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.
- V. **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.
- W. **Household Rent Burden.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- X. **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.
- Y. **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.
- Z. **Percentage of Most Recent Rent Increase.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

3B. Demographic

Gender and Sexual Orientation: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the [Notice](#) if you have any questions about this.

Gender. Provide info for the Head of Household. The 8 possible answers for Gender are:

- Female
- Male
- Genderqueer/Gender Non-binary
- Trans Female
- Trans Male
- Not listed
- Declined/Not Stated
- Question Not Asked

Sexual Orientation. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation are:

- Bisexual
- Gay /Lesbian/Same-Gender Loving
- Questioning /Unsure
- Straight/Heterosexual
- Not listed
- Decline to Answer
- Not Stated

Elderly Household. For each residential unit, enter "Yes" if the anyone in the household is a person that is at least 62 years of age. Enter "No" if everyone in 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. If any members of the household have any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by any tenants with a listed disability.

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 2020 -
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		Phone Number			
7		E-mail			
8		Property Management Company			
9		Property Manager Name			
10		Phone Number			
11		E-mail			
12		Property Supervisor Name			
13		Phone Number			
14		E-mail			
15		Property Owner Name			
16		Property Owner Contact Person			
17		Phone Number			
18		E-mail			
19		Asset Manager Name			
20		Phone Number			
21		E-mail			
22		AMR Preparer's Name			
23		Phone Number			
24		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.) <i>If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."</i>			
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*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.
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. # 4 Please EXCLUDE any units that are being held vacant to support rehabilitation or other temporary relocation needs. 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? (Please also submit a copy of the waiting list, see AMR submission instructions.)
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.) # 5
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		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.) # 2
43		# 2 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		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.) # 3

46		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.)																				
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"																						
47		Go To WS6 After School Program/s (y/n)																				
48		Go To WS6 Licensed Day Care Service (<i>participant fees are allowable for day care ONLY</i>) (y/n)																				
49		Go To WS6 Youth Program/s (y/n)																				
50		Go To WS6 Educational Classes (e.g. basic skills, computer training, ESL) (y/n)																				
51		Go To WS6 Health and Wellness Services/Programs (y/n)																				
52		Go To WS6 Employment Services (y/n)																				
53		Go To WS6 Case Management, Information and Referrals (y/n)																				
54		Go To WS6 Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)																				
55		Go To WS6 Support Groups, Social Events, Organized Tenant Activities (y/n)																				
56		Go To WS6 Other Service #1 - Please specify in column G.																				
57		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?																						
<i>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.</i>																						
		<table border="1"> <thead> <tr> <th colspan="2">Target Population</th> <th colspan="2">Actual Population</th> </tr> </thead> <tbody> <tr> <td>58</td> <td></td> <td>0</td> <td>Families</td> </tr> <tr> <td>59</td> <td></td> <td>0</td> <td>Persons with HIV/AIDS</td> </tr> <tr> <td>60</td> <td></td> <td>0</td> <td>Housing for Homeless</td> </tr> <tr> <td>61</td> <td></td> <td>0</td> <td>Mentally or Physically Disabled</td> </tr> </tbody> </table>	Target Population		Actual Population		58		0	Families	59		0	Persons with HIV/AIDS	60		0	Housing for Homeless	61		0	Mentally or Physically Disabled
Target Population		Actual Population																				
58		0	Families																			
59		0	Persons with HIV/AIDS																			
60		0	Housing for Homeless																			
61		0	Mentally or Physically Disabled																			

62		0	Senior Housing	0	Senior Housing
63		0	Substance Abuse	0	Substance Abuse
64		0	Domestic Violence Survivor	0	Domestic Violence Survivor
65		0	Veterans	0	Veterans
66		0	Formerly Incarcerated	0	Formerly Incarcerated
67		0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")

Remember, **SAVE YOUR WORK!**

Annual Monitoring Report - Transitional Programs - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:

Project Capacity: What is the target capacity of this project? (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	D. Num of Beds
1					
2	0				Total Households (Singles and Families) That Can Be Served

Persons Served During Operating Year (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	
3					Num on the first day of operating year
4					Num entering the program during the operating year
5	0				Total Households (Singles and Families) Served
6					Num who left the program during the operating year
7	0	0	0	0	Num in the program on the last day of the operating year
8	0				Total Households in program on the last day of the operating year
9					<--Capacity Utilization Rate (by Household as of last Day of Operating Year)

If the Capacity Utilization Rate is **LESS** than 75% you must respond to the following:

10		1. Explain the reason(s) why the capacity utilization rate is as low as it is; and
11		2. Describe plan/s to raise the capacity utilization rate to at least 75%, with specific timeline.

Length of Stay: For the 0 households that LEFT the program during the operating year, how many were in the project for the following lengths of time? (Total in cell H28 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

12		Less than 1 month
13		1 to 2 months
14		3 - 6 months
15		7 months -12 months
16		13 months - 24 months
17		25 months - 3 years
18	0	TOTAL # HH's that left the program

Destination: For the 0 households reported to have LEFT the program during the operating year, how many left for the following destinations? (Total in cell H53 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

19		Rental - House or Apartment (no subsidy)	PERMANENT
20		Public Housing	
21		Section 8 Voucher	
22		Subsidized Rental - house or apartment	
23		Homeownership	
24		Moved in with family or friends	
25	0	Permanent Housing Subtotal	
26		Transitional Housing for homeless persons	TRANSITIONAL
27		Moved in with family or friends <i>TEMPORARILY</i>	
28	0	Transitional Housing Subtotal	
29		Psychiatric hospital	INSTITUTIONAL
30		Inpatient alcohol or other drug treatment facility	
31		Jail/Prison	
32		Medical Facility	
33	0	Institutional Subtotal	
34		Emergency Shelter	OTHER
35		Places not meant for human habitation (e.g. street)	
36		Unknown	
37		Other	
38	0	Other Subtotal	
39	0	TOTAL # HH's that left the program	

Annual Monitoring Report - Eviction Data - Reporting Year 2020 - 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).

Ethnicity and Race data for households that received Notices of Eviction during the reporting period:

		enter #s below	enter #s below
2	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
3	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
4	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
5	Demolition	Asian - Chinese	Other Black
6	Denial of Access to Unit	Asian - Filipino	North African
7	Development Agreement	Asian - Japanese	West Asian
8	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
9	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
10	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
11	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
12	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
13	Lead Remediation	Other Asian	White - European
14	Non-payment of Rent	Latino - Caribbean	Other White
15	Nuisance	Latino - Central American	Not Reported
16	Other	Latino - Mexican	0 Total (must match Total number in E29)
17	Owner Move In	Latino - South American	
18	Roommate Living in Same Unit	Other Latino	Gender data for households that received Notices of Eviction during the reporting period:
19	Substantial Rehabilitation	Sexual Orientation data for households that received Notices of Eviction during the reporting period:	Female
20	Unapproved Subtenant	Bisexual	Male
21	0 Total number of households who received Notices of Eviction	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E29)	0 Total (must match Total number in E29)

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).

Ethnicity and Race data for households for which Unlawful Detainers were filed during the reporting period:

		enter #s below	enter #s below
22	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
23	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
24	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
25	Demolition	Asian - Chinese	Other Black
26	Denial of Access to Unit	Asian - Filipino	North African
27	Development Agreement	Asian - Japanese	West Asian
28	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
29	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
30	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
31	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
32	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
33	Lead Remediation	Other Asian	White - European
34	Non-payment of Rent	Latino - Caribbean	Other White
35	Nuisance	Latino - Central American	Not Reported
36	Other	Latino - Mexican	0 Total (must match Total number in E56)
37	Owner Move In	Latino - South American	
38	Roommate Living in Same Unit	Other Latino	Gender data for households for which Unlawful Detainers were filed during the report period:
39	Substantial Rehabilitation	Sexual Orientation data for households for which Unlawful Detainers were filed during the report period:	Female
40	Unapproved Subtenant	Bisexual	Male
41	0 Total number of unlawful detainer actions filed	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E56)	0 Total (must match Total number in E56)

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).

Ethnicity and Race data for households that were Evicted during the reporting period:

		enter #s below	enter #s below
42	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
43	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
44	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
45	Demolition	Asian - Chinese	Other Black
46	Denial of Access to Unit	Asian - Filipino	North African
47	Development Agreement	Asian - Japanese	West Asian
48	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
49	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
50	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
51	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
52	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
53	Lead Remediation	Other Asian	White - European
54	Non-payment of Rent	Latino - Caribbean	Other White
55	Nuisance	Latino - Central American	Not Reported
56	Other	Latino - Mexican	0 Total (must match Total number in E83)
57	Owner Move In	Latino - South American	
58	Roommate Living in Same Unit	Other Latino	Gender data for households that were Evicted during the reporting period:
59	Substantial Rehabilitation	Sexual Orientation data for households that were Evicted during the reporting period:	Female
60	Unapproved Subtenant	Bisexual	Male
61	0 Total number of households evicted (flows to question #35 on Worksheet 1A)	Gay/Lesbian/Same-Gender Loving	Genderqueer/Gender Non-Binary
		Questioning/Unsure	Trans Female
		Straight/Heterosexual	Trans Male
		Not Listed	Not Listed
		Declined / Not Stated	Declined / Not Stated
		0 Total (must match Total number in E83)	0 Total (must match Total number in E83)

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
16	INCOME & EXPENSES				
17	12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900
18	Number of Units-->	0			
19	Account				
20	Description of Income Accounts	Number	Residential	Non-Residential	Total
21					
22	Rental Income				
23	Housing Units - Gross Potential Tenant Rents	5120			
24	Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP funding)	5121			
25	Source/s---->				
26	Commercial Unit Rents	5140			
27	sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00
28	Vacancy Loss - enter amounts as negative numbers!		vacancy rate		
29	Housing Units	5220		Must click & explain if Residential Vac Rate is > 15%	
30	Commercial	5240			0.00%
31	sub-total Vacancies:		\$0.00	\$0.00	\$0.00
32					
33	NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00
34					
35	Other Income				
36	Garage and Parking Spaces	5170			
37	Miscellaneous Rent Income	5190			
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			
39	Supportive Services Income Source/s- identify program source(s) if applicable -->				
40	Interest Income - Project Operations (From Operating Account Only)	5400			
41	Laundry and Vending	5910			
42	Tenant Charges	5920			
43	Other Revenue	5990			
44	sub-total Other Income Received:		\$0.00	\$0.00	\$0.00
45					
46	TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
47					
48	INCOME & EXPENSES				
49		Account Number	Residential	Non-Residential	Total
50	Description of Expense Accounts				
51	Management				
52	Management Fee	6320			
53	"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
54	sub-total Management Expense:		\$0.00	\$0.00	\$0.00
55	Salaries/Benefits				
56	Office Salaries	6310			
57	Manager's Salary	6330			
58	Employee Benefits: Health Insurance & Disability Insurance	6723			
59	Employee Benefits: Retirement & Other Salary/Benefit Expenses				
60	Administrative Rent Free Unit	6331			
61	sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.00
62	Administration				
63	Advertising and Marketing	6210			
64	Office Expenses	6311			
65	Office Rent	6312			
66	Legal Expense - Property	6340			
67	Audit Expense	6350			
68	Bookkeeping/Accounting Services	6351			
69	Bad Debts	6370			
70	Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6390			
71	sub-total Administrative Expense:		\$0.00	\$0.00	\$0.00
72	Utilities				
73	Electricity	6450			
74	Water	6451			
75	Gas	6452			

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
76	Sewer	6453			
77	sub-total Utilities Expense:		\$0.00	\$0.00	\$0.00
78	Taxes and Licenses				
79	Real Estate Taxes	6710			
80	Payroll taxes	6711			
81	Miscellaneous Taxes, Licenses, and Permits	6719			
82	sub-total Taxes and License Expense:		\$0.00	\$0.00	\$0.00
83	Insurance				
84	Property and Liability Insurance	6720			
85	Fidelity Bond Insurance	6721			
86	Workers' Compensation	6722			
87	Directors & Officers Liabilities Insurance	6724			
88	sub-total Insurance Expense:		\$0.00	\$0.00	\$0.00
89	Maintenance and Repairs				
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).				
91	Payroll	6510			
92	Supplies	6515			
93	Contracts	6520			
94	Garbage and Trash Removal	6525			
95	Security Payroll/Contract	6530			
96	HVAC Repairs and Maintenance	6546			
97	Vehicle and Maintenance Equipment Operation and Repairs	6570			
98	Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k)	6590			
99	sub-total Maintenance Repair Expense:		\$0.00	\$0.00	\$0.00
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.	6930			
101	SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
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		
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.				
104	TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
105					
106	Ground Lease Base Rent/Bond Fees/Reserves	Name of Lessor/ Bond Monitoring Agency/ Reserve Account			
107	Ground Lease - Base Rent (provide Lessor name to the right)				\$0.00
108	Bond Monitoring Fee				\$0.00
109	Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number.	1320			\$0.00
110	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00
111	Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as positive number.				\$0.00
112	Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive number. Identify reserve account in next col) (1330)				\$0.00
113	Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number. Identify account in next col ---->				\$0.00
114	Sub-total Ground Lease Base Rent/Bond Fees/Reserves		\$0.00	\$0.00	\$0.00
115					
116	TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)		\$0.00	\$0.00	\$0.00
117		Acct Num	Residential	Non-Residential	Total
118	1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
119	2. TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
120	3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00
121					
122	4. Debt Service (Principal and Interest)	Name of Lender / Describe Other Amt Paid	Residential	Non-Residential	Total
123	Lender1 - Principal Paid (provide lender name to the right)				
124	Interest Paid				
125	Other Amount (describe to the right)				
126	Lender2 - Principal Paid (provide lender name to the right)				
127	Interest Paid				
128	Other Amount (describe to the right)				
129	Lender3 - Principal Paid (provide lender name to the right)				

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
130	Interest Paid				
131	Other Amount (describe to the right)				
132	Lender4 - Principal Paid (provide lender name to the right)				
133	Interest Paid				
134	Other Amount (describe to the right)				
135	Total Debt Service Payments		\$0.00	\$0.00	\$0.00
136					
137	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00
138					
139	If amount for Surplus Cash above is negative: - you must provide a detailed explanation to question #8 on the Narrative worksheet - you must NOT supply data for any of the fields for Uses of Surplus Cash below		Go to ws4 Narrative question #8		
140	Surplus Cash, Total----->				\$0.00
141	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 143-165, 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.				
142					
143	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATION OF RESIDUAL RECEIPTS PAYMENTS (IF APPLICABLE)		Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.	
144	5. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).				
145	6. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).				
146	7a. Partnership Management fee due from this reporting period, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
147	7b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here).				
148	8a. 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).				
149	8b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here)).				
150	9. Deferred Developer fee, if any				
151	10. 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.	Go to ws4 Narrative question #1			
152	11ai. Debt Pmt to other lender1: Principal Paid (note lender name to right)				
153	11aii. Debt Pmt to other lender1: Interest Paid				
154	11bi. Debt Pmt to other lender2: Principal Paid (note lender name to right)				
155	11bii. Debt Pmt to other lender2: Interest Paid				
156	Total Payments preceding Residual Receipts Calculation:				\$0.00
157					
158	12. RESIDUAL RECEIPTS				\$0.00
159				Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.
160	12a. MOHCD Residual Receipts Due for Loan Repayment				
161	12b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment				
162	12c. Subtotal Residual Receipts Payments to MOHCD				\$0.00
163	12d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)				

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
164	12e. Residual Receipts Debt Pmt to other lender4 (note lender name to right)				
165	12f. Residual Receipts Debt Pmt to other lender5 (note lender name to right)				
166	Total Residual Receipts Payments:				\$0.00
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
170					
171	Proposed Owner Distributions (provide description in column D and enter amount in column J. If an amount is entered, a description is required.)				
172	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.)				
173					
174	Final Balance: should be ZERO except when Surplus Cash (cell J140) is negative				\$0.00
175	RESERVE ACCOUNT DETAILS				
176	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
179	Minimum Required Balance:				
180	Beginning Balance:				
181	Actual Annual Deposit from Operating Budget in Current Reporting Period (not editable, data entered in cash flow above, account number 1365):	\$0.00			
182	Additional Deposit (use ONLY to record deposits from the Op Budget attributable to a prior reporting period, or deposits made from an external source)				
183	Interest Earned:				
184	Annual Withdrawal Amount (enter as negative number):				
185	Ending Balance (don't edit cell -- calculated):	\$0.00			
186	Required Annual Deposit:				
187	Total Operating Expenses plus debt service (don't edit cell -- calculated)	\$0.00			
188	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. 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.	0.000%			
189	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
191	Minimum Required Balance:				
192	Beginning Balance:				
193	Actual Annual Deposit:				
194	Interest Earned:				
195	Annual Withdrawal Amount (enter as negative number):				
196	Ending Balance (don't edit cell -- calculated):	\$0.00			
197	Required Annual Deposit (do not edit - taken from page 1 account number 1320):	\$0.00			
198	Describe how the amount of annual deposit and the minimum required balance is determined.				
199	CHANGES TO REAL ESTATE ASSETS				
201	Enter Beginning and Ending Balances in each of the categories listed below. Changes in asset categories will auto calculate.		Balance, 1/00/1900	Changes	Balance, 1/00/1900
202	Building & Improvements			\$0.00	
203	Offsite Improvements			\$0.00	
204	Site Improvements			\$0.00	
205	Land Improvements			\$0.00	
206	Furniture, Fixtures & Equipment			\$0.00	
207	Other			\$0.00	
208	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital and non-Capital Expenditures that are Replacement Reserve-eligible.				

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
209	Capital Repairs and Improvements: Enter capital repairs and improvement costs associated with the reporting year. For each category in rows 201-207 above that shows a positive change, an entry is required in each corresponding category in rows 212-217. 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.				
210	Capital Repairs and Improvements Funded By:				
211	Capital Repairs and Improvements - Categories	Replacement Reserve	Operating Account	Other Source	Total Amount
212	Building & Improvements				\$0.00
213	Offsite Improvements				\$0.00
214	Site Improvements				\$0.00
215	Land Improvements				\$0.00
216	Furniture, Fixtures & Equipment				\$0.00
217	Other				\$0.00
218	Total	\$0.00	\$0.00	\$0.00	\$0.00
219	Description of Capital Repairs and Improvements				
220					
221	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.				
222	Source				Amount
223	Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 103 above)				\$0.00
224	Paid Directly from Replacement Reserve				
225	Other Source				
226	Explanation of Non-Capital Replacement Reserve Eligible Expenditures	Total			\$0.00
227					
228	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.	RR Withdrawal Amount-->	\$0.00	Total RR-Eligible Expenditures-->	\$0.00
229	Notes About RR Withdrawal Amount in excess of Total RR-eligible Expenditures:				
230					
231					
232	FEDERAL PROGRAM INCOME REPORT				
233	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:				
234					
235	http://www.sf-moh.org/Modules/ShowDocument.aspx?documentid=5141				
236	Overview of Federal (HOME and CDBG) Program Income				
237					
238	CDBG PROGRAM INCOME				
239	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 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows:	AMOUNT	DESCRIPTION		
240	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):				
241	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):				
242	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):				
243	Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
244	Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right):				
245	Total CDBG Program Income Calculation (see instructions for guidance on how to calculate)				
246	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 2020 reporting period as depicted above.				

Annual Monitoring Report - Occupancy & Rent Info - Reporting Year 2020 - Mayor's Office of Housing & Community Development					
Project Address:		Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A.	1/0/1900	# Units:	0

1

- [illegible]

**Annual Monitoring Report - Demographic Information - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

Project Address:		1/0/1900	# Units:	0
-------------------------	--	-----------------	-----------------	----------

- | | |
|--|---|
| | <ul style="list-style-type: none"> • Provide the data requested below for the tenant population that was residing in the project <i>at the end of the Reporting Period</i>. • Select one Gender and one Sexual Orientation category for the head of household. • Indicate whether or not any one member of the household is 62 years of age or older. • Enter the number of children under the age of 18 for whom the unit is their primary place of residence. • If one or more members of the household is/are disabled, indicate the nature of the primary disability of one of those members. • If unknown, manager's or vacant unit, select "Question Not Asked". • See the Instructions worksheet for a link to additional info about the City ordinance that requires collection of this data beginning in 2017. |
|--|---|

[illegible]

**Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2020 -
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).

Gender

	# Reported Head of HH	% of Total
Female	0	
Male	0	
Genderqueer/Gender Non-binary	0	
Trans Female	0	
Trans Male	0	
Not listed	0	
Declined/Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sexual Orientation

	# Reported Head of HH	% of Total
Bisexual	0	
Gay /Lesbian/Same-Gender Loving	0	
Questioning /Unsure	0	
Straight/Heterosexual	0	
Not listed	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Other Household Demographics

	# Reported
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 Mental/Devt Disability	0
Households with Tenant with Other Disability	0
Households with Tenant with More than One Disability	0
Households with Tenant with No Disability	0

Target and Actual Population Served

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

Annual Monitoring Report - Narrative - Reporting Year 2020 - 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 10.

[illegible]

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:

[illegible]

(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

--

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

--

5. Affirmative Marketing

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

Annual Monitoring Report - Project Financing - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Provide information 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.

Project Address:

Current Project Financing

Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Reporting Period	Accrued Interest As Of End of Prior Reporting Period
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Annual Monitoring Report - Services Funding - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Completion of this page is required based on your answers to questions 51 thru 61 on worksheet 1A.Prop&Residents. Supply one row of data for each service that is being provided. (If more than one service is being provided by the same Provider under the same grant, please repeat the data for each service provided.)

Project Address:

Current Services Funding	
--------------------------	--

[illegible]

Project Street Address:

Schedule of Operating Revenues
For the Year Ended January 0, 1900

Rental Income	Total
5120 Gross Potential Tenant Rents	\$0
5121 Rental Assistance Payments (inc. LOSP)	\$0
5140 Commercial Unit Rents	\$0
Total Rent Revenue:	\$0
 Vacancies	
5220 Apartments	\$0
5240 Stores & Commercial	\$0
Total Vacancies:	\$0
Net Rental Income: (Rent Revenue Less Vacancies)	\$0
 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)	
5910 Laundry & Vending Revenue	\$0
5920 Tenant Charges	\$0
5990 Misc. Revenue	\$0
Total Other Revenue:	\$0
Total Operating Revenue:	\$0

Project Street Address:

Schedule of Operating Expenses
For the Year Ended January 0, 1900

Management	Total
6320 Management Fee	\$0
"Above the Line" Asset Management Fee	\$0
Total Management Expenses:	\$0
 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:	\$0

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:	\$0

Utilities

6450 Electricity	\$0
6451 Water	\$0
6452 Gas	\$0
6453 Sewer	\$0
Total Utilities Expenses:	\$0

Taxes and Licenses

6710 Real Estate Taxes	\$0
6711 Payroll taxes	\$0
6790 Miscellaneous Taxes, Licenses, and Permits	\$0
Total Taxes and Licenses Expenses:	\$0

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:	\$0

Project Street Address:

Schedule of Operating Expenses For the Year Ended January 0, 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:	\$0

6900 Supportive Services	\$0
--------------------------	-----

Capital and Non-Capital Expenditures to be Reimbursed from Replacement Reserve	\$0
--	-----

Total Operating Expenses:	\$0
---------------------------	-----

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:	\$0

6000	Total Cost of Operations before Depreciation:	\$0
5060	Operating Profit (Loss):	\$0

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:	\$0

Net Entity Expenses

the right.

7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
Total Net Entity Expenses:		\$0

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

Project Street Address:

**Computation of Operating Cash Flow/Surplus Cash
For the Year Ended January 0, 1900**

	Total
Operating Revenue	\$0
Interest earned on restricted accounts	\$0
Adjusted Operating Revenue	\$0
Operating Expenses	\$0
Net Operating Income	\$0
Other Activity	
Ground Lease Base Rent	\$0
Bond Monitoring Fee	\$0
Mandatory Debt Service - Principal	\$0
Mandatory Debt Service - Interest	\$0
Mandatory Debt Service - Other Amount	\$0
Deposits to Replacement Reserve Account	\$0
Deposits to Operating Reserve Account	\$0
Deposits to Other Restricted Accounts per Regulatory Agreement	\$0
Withdrawals from Operating Reserve Account	\$0
Withdrawals from Other Required Reserve Account	\$0
Total Other Activity:	\$0
Allocation of Non-Residential Surplus (LOSP only)	
Operating Cash Flow/Surplus Cash:	\$0

Distribution of Surplus Cash Ahead of Residual Receipts Payments

Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid ahead of residual receipts payments.

	Total
Total Cash Available for Residual Receipts Distribution:	\$0

Distribution of Residual Receipts

Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid with remaining residual receipts.

Total	
Total Residual Receipts Distributions to Lenders:	
	\$0
Proposed Owner Distribution	\$0
Proposed Other Distribution/Uses	\$0
Total Residual Receipts Distributions to Lenders and Owners:	
	\$0

Project Street Address:

**Summary of Replacement Reserve and Operating Reserve Activity
For the Year Ended January 0, 1900**

	Replacement Reserve	Operating Reserve
Balance, January 0, 1900	\$0	\$0
Actual Annual Deposit	\$0	\$0
Interest Earned	\$0	\$0
Withdrawals	\$0	\$0
Balance, January 0, 1900	\$0	\$0

**Annual Monitoring Report - Completeness Tracker - Reporting Year 2020 -
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.

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. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions. Please confer with legal counsel and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. 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.

Worksheet 1A. Property & Residents	INCOMPLETE	
Questions 1 thru 4		Incomplete
Questions 5 thru 24		Incomplete
Questions 25 thru 39		Incomplete
Questions 40 thru 46		Incomplete
Questions 51 thru 57		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 - 174)		Incomplete
Operating Reserve (Rows 177 - 187)		Incomplete
Replacement Reserve (Rows 189 - 197)		Incomplete
Changes to Real Estate Assets (Rows 202 - 207)		Incomplete
Replacement Reserve Eligible Expenditures (Rows 210 - 229)		Incomplete
Program Income (Rows 240 - 245)		OK
Worksheet 3A. Occupancy & Rent Info	INCOMPLETE	
Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B?		To Be Determined
For each row for which a Unit Number is supplied, was data entered in all of the required cells?		To Be Determined
Narrative Provided for All rows indicating Overhoused or Overcrowded?		To Be Determined
Worksheet 3B. Demographic Information	To Be Determined	
Is Gender and Sexual Orientation/Identity 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	
Worksheet 6. Services Funding	To Be Determined	

EXHIBIT H

Tenant Selection Plan Policy

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.** MOHCD shall provide an application to be used prior to the housing lottery. The housing provider agrees to use this application to determine lottery eligibility. 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. All applicants shall be offered the opportunity for an interview in lottery rank order.
- **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.

¹*See 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)**

- **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, DPH or HSA.
- **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;
 - 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 have an advocate, housing counselor, or attorney included on all communication;
 - provide referral information for housing counseling agencies;
 - 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 five (5) business days from the date of the notice;
 - make a decision within ten (10) business days of the request for the appeal unless an extension is agreed to by the applicant and the housing provider;
 - 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;
 - 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

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 7 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.
 - mitigating factors, including, but not limited to:
 - (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;

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.”

- (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.

EXHIBIT J
Form of Declaration of Restrictions

EXHIBIT K
Reserved

EXHIBIT L
Insurance Requirements

Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower must obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below from the date of this Agreement throughout the Compliance Term at no expense to the City:

1. **Liability Insurance.** Borrower must obtain and maintain, or cause its contractors, subcontractors, property managers and/or agents, as appropriate for each, to obtain and maintain, insurance and bonds as follows:

(a) to the extent Borrower or its contractors and subcontractors have “employees” as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;

(b) commercial general liability insurance, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Borrower is conducting any activity on, alteration or improvement to the Site with risk of explosions, collapse, or underground hazards;

(c) business 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, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Borrower's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is “Claims made” coverage, Borrower shall assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim must be reviewed by Risk Management; and

(e) a crime policy or fidelity bond covering Borrower's officers and employees against dishonesty with respect to the Funds of no less than Seventy Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee;

(f) as applicable, pollution liability and/or asbestos pollution liability covering the work being performed with a limit no less than Two Million Dollars (\$2,000,000)

per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This coverage shall be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by Borrower's contractor, provided that the policy must be "claims made" coverage and Borrower must require Borrower's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

2. Property Insurance.

Borrower must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) Prior to construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all improvements prior to commencement of construction and City property in the care, custody and control of Borrower or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(b) During the course of construction:

(i) Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of Borrower or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-project basis; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(ii) Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Borrower as dual obligees or other completion security approved by the City in its sole discretion.

(c) Upon completion of construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of Borrower or its contractor. For rehabilitation/construction projects that are unoccupied by residential or commercial tenants, Borrower must obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion.

(ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by

Borrower for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

The following notice is provided in accordance with the provisions of California Civil Code Section 2955.5: Under California law, no lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

3. General Requirements.

(a) General and automobile liability policies of Borrower, contractors, commercial tenants and property managers must include the City, including its Boards, commissions, officers, agents and employees, as an additional insured by endorsement acceptable to the City.

(b) All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to the City before cancellation or intended non-renewal is effective. The endorsement must provide the City with the same rights as the named insured in the event of cancellation or intended non-renewal.

(c) With respect to any property insurance, Borrower hereby waives all rights of subrogation against the City to the extent of any loss covered by Borrower's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Approval of Borrower's insurance by the City will not relieve or decrease the liability of Borrower under this Agreement.

(e) Any and all insurance policies called for herein must contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(f) The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase, unless Borrower demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Borrower.

(g) All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(h) Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

(i) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than three (3) years after recordation of a notice of completion for builder's risk or the Compliance Term for general liability and property insurance.

(j) Borrower must provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

Exhibit M
MOHCD Residual Receipts Policy

Attached.

City and County of San Francisco
Mayor's Office of Housing and Community Development
Residual Receipts Policy
Effective Date: May 16, 2025

I. Introduction

The Mayor's Office of Housing and Community Development (MOHCD) typically requires annual payments under ground leases and loans provided for the purpose of developing or preserving affordable housing to the extent that making payments is feasible and does not jeopardize the long-term affordability or maintenance of safe and secure housing for its residents. Payments may be required under one or a combination of several structures, including amortization, deferral, or payment from residual receipts, depending on the circumstances.

When a development financed by MOHCD is projected to enjoy more income than is needed to pay expenses, service other debt, fully fund its reserves, and make approved payments out of surplus, it is MOHCD's policy that a portion of the remaining "residual" income be directed toward repayment of MOHCD's investment (loan and/or below market ground lease).

MOHCD also permits a modest portion of "residual" income to be distributed by the borrower. Distribution of any portion of "residual receipts" is conditioned on MOHCD's annual determination that certain performance standards and benchmarks have been met. This Residual Receipts Policy (this "**Policy**") sets forth the terms for repayment of MOHCD loans and/or payment of residual rent under MOHCD ground leases. For the purposes of this Policy, a "**Borrower**" means, collectively, the legal entity that owns an affordable housing project financed by MOHCD and borrowed funds from MOHCD, and all organizations within the ownership structure of the borrowing legal entity, including, but not limited to, project sponsors that own/control a portfolio of affordable housing financed by MOHCD.

The Residual Receipts Policy 2021 Supplement has expired.

II. Definition of Residual Receipts

Residual Receipts is the amount remaining in the annual operating budget after calculation of Net Operating Income (Project Income less Project Expenses) less any allowable uses of remaining cash flow before payment to MOHCD, such as partnership fees.

"**Project**" means an affordable housing project financed by MOHCD and/or on land owned by the City.

"**Project Income**" means all income and receipts in any form received by borrower from the operation of a Project, including, but not limited to, the following:

- (a) rents, fees, charges, and deposits (other than tenant's refundable security deposits);

- (b) Section 8 or other rental subsidy payments received for a Project, supportive services funding (if applicable);
- (c) price index adjustments and any other rental adjustments to leases or rental agreements;
- (d) proceeds from vending and laundry room machines;
- (e) the proceeds of business interruption or similar insurance;
- (f) any accrued interest disbursed from any reserve account required under the MOHCD loan agreement for a purpose other than that for which the reserve account was established;
- (g) reimbursements and other charges paid to the borrower in connection with a Project; and
- (h) other consideration actually received from the operation of such project, including non-residential uses of Project.

Project Income will not include interest accruing on any portion of the MOHCD loan or tenant's refundable security deposits. Project Income will also not include income from a project's commercial space if specified in the MOHCD loan agreement and approved by MOHCD.

"Project Expenses" means the following applicable costs, which may be paid from **Project Income** in the following order of priority to the extent of available **Project Income**:

- (a) all charges incurred in the operation of a Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement or by other lenders providing secured financing for the Project;
- (b) salaries, wages and any other compensation due and payable to the employees or agents of Borrower employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments;
- (c) required payments of interest and principal, if any, on any junior or senior financing secured by the Project and used to finance the Project that has been approved by the City;
- (d) all other expenses actually incurred to cover operating costs of the Project, including maintenance and repairs and the fee of any managing agent as indicated in the Annual Operating Budget;
- (e) annual base rent under the ground lease with the City;

- (f) required deposits to the replacement reserve account, operating reserve account and any other reserve account required under the MOHCD loan agreement or by other lenders approved by MOHCD;
- (g) the approved annual asset management fees indicated in the Annual Operating Budget and approved by MOHCD;
- (h) any extraordinary expenses approved in advance by the City (other than expenses paid from any reserve account); and
- (i) any supportive services required by MOHCD.

The project-specific contracts may define what Project Income entails and which Project Expenses are allowable with the prior written approval of MOHCD. Each MOHCD contract will include a copy of the approved Operating Budget Proforma. **Project Expenses shall not include the following: partnership fees, developer fees, tax credit adjustors, or taxes owed by a limited partnership unrelated to the operations of a Project.**

Borrowers must clearly define and request which uses of annual cash flow/surplus cash have been approved for payment prior to the calculation of the amounts owed to MOHCD (and to other soft debt lenders, if applicable), and amount intended to be retained by the Borrower.

The approved uses of any available annual surplus cash may also be referred to as the “cash flow waterfall.” The approved MOHCD Operating Budget Proforma is used to document the approved cash flow waterfall. In general, the following expenses may be a part of a cash flow waterfall:

1. Fees payable to the general partner, the limited partner, or asset management fees, if applicable (e.g. HCD funded project)
2. Fees payable to project funders
3. Deferred developer fee

Please see the City’s Developer Fee Policy and Operating Fees Policy for a list of allowable fees and any applicable limits.

Limited Partnership Agreements may also provide a narrative summary of the cash flow waterfall. In the event that a Limited Partnership Agreements is found to be inconsistent with the MOHCD Funding Agreement and/or the approved MOHCD Operating Budget Proforma, the MOHCD documents shall control.

III. Annual Residual Receipts Payments due under MOHCD Ground Leases & Loans

A. General Requirement. Except as recommended by the Loan Committee and approved by the Mayor on a project by project basis, the portion to be paid to the City shall be 50% of Residual Receipts to repay loans or pay residual rent. Larger Tax Credit projects. The Borrower’s portion of Residual

Receipts shall be considered payment of Deferred Developer Fee for tax credit projects. See the Developer Fee Policy for more details.

Any Residual Receipts loan payments shall be applied toward the unpaid balance of MOHCD's loan(s) according to the terms in MOHCD's promissory note and/or loan agreement. In general, payments are applied first to any fees and/or penalties, second to accrued and unpaid interest, and third to the outstanding principal amount of the loan. Any Residual Receipts payments required under a MOHCD ground lease ("Residual Rent") shall be due after full repayment of a MOHCD loan and any other soft debt loans approved by MOHCD (see above).

B. Special Waiver. For a Borrower that has Project that was placed in service prior to the Effective Date and has residual receipts loan repayment obligations, such Borrower shall continue to comply with their existing MOHCD loan agreement and promissory note(s), but may request a waiver to the residual receipt loan repayment amount. MOHCD may modify repayment amounts to be consistent with this Residual Receipts Policy as of the Effective Date, as amended from time to time, if a Borrower demonstrates the following:

1. Borrower is not in default under any loan agreement with MOHCD, or has any outstanding non-compliance notices issued by MOHCD;
2. Borrower has submitted all required Annual Monitoring Reports to MOHCD;
3. Project sponsor owns/control a portfolio of at least two (2) affordable housing financed by MOHCD, SFRA or OCII; and,
4. Borrower's portfolio of affordable housing has the minimum reserves required under applicable loan agreements and most recent capital needs assessment.

For example, if under current contracts, a Borrower must pay 2/3 of Residual Receipts to MOHCD for loan repayment and may retain a 1/3 of Residual Receipts as a Distribution, MOHCD may waive the repayment amount such that Borrower pays 50% of Residual Receipts to the City for loan repayment and could retain 50% of Residual Receipts as a Distribution (or a larger percentage distribution under future policy updates). If a Borrower's portfolio shows that one or more properties have insufficient reserves or has an operating deficit ("**Deficit Property**"), MOHCD may condition the waiver on the Borrower disbursing funds to a Deficit Property. A waiver granted under this section will be reviewed on an annual basis. For any project that has received a waiver, Borrower must agree to amend the MOHCD loan documents at the time the project refinances permanent debt, resyndicates, or receives additional funds from MOHCD. At no point will any Borrower be required to retain a smaller share of Residual Receipts than what their loan agreement and promissory note(s) call for, unless mutually agreed upon by MOHCD and the Borrower. The foregoing special waiver will not apply to modifications of residual rent, which requires the approval of the Board of Supervisors.

IV. When more than one MOHCD contract requires residual payments

Some projects supported by MOHCD may be governed by more than one MOHCD contract due to capital financing provided to the project at various times. In general, Residual Receipts payments to MOHCD will be allocated proportionately to each loan's original principal amount. The MOHCD

Operating Budget Proforma provides a comprehensive summary of the approved cash flow waterfall, a listing of all lenders, the relative position of each lien, the amounts owed and the relevant repayment terms, and will also reflect the cumulative amount of repayments owed to MOHCD annually across all MOHCD contracts. If a Borrower requests loan modifications related to a Project governed by more than one MOHCD contract executed before the Effective Date, Borrower will be required to get approval of a new MOHCD Operating Budget Proforma that reflects a comprehensive summary of the approved cash flow waterfall during the applicable approval process. Current best practice is to amend and restate all loan agreements and consolidate the loans so that all MOHCD loan requirements are consistent.

V. When a project has other Lenders in addition to MOHCD that require Residual Receipts payments

- A. If any other project lender besides MOHCD require repayment from Residual Receipts (a “soft debt lender”), the portion to be repaid to each lender will typically be determined by comparing (1) the amount of capital under a lender’s loan(s) in proportion to (2) the City’s total financial assistance (all loans, grants, land write down, and/or other project costs paid by the City) to the Project. For example, if a Project received \$6 million from MOHCD in the form of a capital loan, operating subsidy grant, and below market lease, and a \$2 million soft debt loan from another lender (\$8 million total), MOHCD would receive 75% of the amount available of Residual Receipts (see above) as loan repayment, and the other lender would receive 25% of the amount available of Residual Receipts as loan repayment. If Borrower will receive a loan from the California Department of Housing and Community Development, MOHCD will agree to the requirements under the Uniform Multifamily Regulations. The approved MOHCD Operating Budget Proforma must include a list of all Loans and provide an appropriate amount of detail about the projected amounts owed annually including details about how the portions to be paid to each lender will be calculated. If a Borrower intends to make an agreement with any other soft debt lender(s) after executing a MOHCD contract containing the final MOHCD-approved Operating Budget Proforma, Borrower must request MOHCD’s prior written approval of such loan and to amend the MOHCD-approved Operating Budget Proforma to include the new lender(s). Notwithstanding anything to the contrary in this Section V(A), soft debt loans from Borrower’s general partner or any entity affiliated with the Borrower or Borrower’s general partner shall be repaid from the Borrower’s share of Residual Receipts described in Section VI.
- B. During operations, MOHCD will require Residual Receipts payments using MOHCD’s calculation method. If there is a difference in the amount calculated to be owed to any other lenders under another lender’s repayment calculation method when compared to MOHCD method, then each lender will be paid according to its own calculation, so long as doing so would not result in a reduction in the amount payable to MOHCD.

See Exhibit A for sample residual receipt calculations.

VI. Distribution of Residual Receipts to Borrower

- A. If Borrower satisfies the conditions below, Borrower may retain the remaining portion (50%) of Residual Receipts as a Distribution under the MOHCD loan agreement and Borrower’s Limited Partnership Agreement. Subject to MOHCD granting a repayment waiver (see above), MOHCD will

allow Borrower to make a Distribution consistent with this Section VI, but no less than a prior funding approval.

- B. Distribution of Borrower's share of Residual Receipts (50%) under a MOHCD loan, or lessee of a MOHCD ground lease, may be made only after:
 - 1. MOHCD approval of the Annual Monitoring Report submitted for that year; and
 - 2. Determination by MOHCD that the Borrower is not in default under terms of the Loan; and
 - 3. Approval by MOHCD of the amount to be distributed.
- C. No distribution of Residual Receipts shall be made under any of the following circumstances:
 - 1. When a written notice of default has been issued by any lender or investor and such default has not been cured; or
 - 2. When the City determines that the Borrower or the Borrower's management agent has failed to maintain the housing and its surroundings in a safe and sanitary manner in accordance with local health, building, and housing codes; or
 - 3. If any operating expense, including debt service on non-City loans remains unpaid; or
 - 4. If any required reserve account is not fully funded according to the terms of the MOHCD contract(s); or
 - 5. In the event of any other material failure to comply with the provisions of the MOHCD contract(s).

VII. Use of Residual Receipts Distributed to the Borrower

MOHCD strongly encourages Project sponsors that to use the portion of Residual Receipts received from a Distribution for activities in San Francisco that would be eligible uses under the CDBG Program Income rules (except to the extent that those rules may prohibit the use of funds for new construction).

VIII. Uses of Project Income

Borrowers must obtain the prior written approval of MOHCD for any use of Project Income derived from housing developed or preserved with MOHCD financing that is inconsistent with a MOHCD loan agreement, this Policy, or any other MOHCD policy. Evaluation by the Loan Committee and approval by the Mayor will be required at the time MOHCD's financing is committed and approved.

IX. Waiver of this Residual Receipts Policy

Subject to the evaluation and approval of the Citywide Affordable Housing Loan Committee, MOHCD may waive or modify any requirement under this Policy for the purpose of assuring project feasibility or payment of costs associated with the provision of social, educational, vocational, counseling or other supportive services to residents. A Borrower may request a waiver under this Policy by submitting a written request to the MOHCD Director, in care of the assigned Project Manager/Asset Manager.

Exhibit A. Sample Calculations of Residual Receipts

	2025 Policy - MOHCD Soft Debt Lender Only	2025 Policy - MOHCD & HCD Soft Debt Lenders*
Project Income	Notes	Notes
Tenant Rents	[A]	[A]
Tenant Assistance Payments	[B]	[B]
Other Income	[C]	[C]
Gross Potential Income	[D]=[A]+[B]+[C]	[D]=[A]+[B]+[C]
Vacancy Loss	[E]	[E]
Effective Gross Income	[F]=[D]-[E]	[F]=[D]-[E]
Operating Expenses		
Management	[G]	[G]
Salaries/Benefits	[H]	[H]
Administration	[I]	[I]
Utilities	[J]	[J]
Taxes and Licenses	[K]	[K]
Insurance	[L]	[L]
Maintenance & Repair	[M]	[M]
Supportive Service	[N]	[N]
Total Operating Expenses	[O]=[G]+[H]+[I]+[J]+[K]+[L]+[M]+[N]	[O]=[G]+[H]+[I]+[J]+[K]+[L]+[M]+[N]
Reserves/Ground Lease Base Rent/Bond Fees	[P]	[P]
Net Operating Income	[Q]=[F]-[O]-[P]	[Q]=[F]-[O]-[P]
Debt Service/Must Pay Payments	[R]	[R]
Cash Flow (aka Surplus Cash)	[S]=[Q]-[R]	[S]=[Q]-[R]
Approved Uses of Cash Flow (aka Cash Flow Waterfall)		
Partnership Management Fee	[T]	[T]
Limited Partner Asset Management Fee	[U]	[U]
Total Approved Uses of Cash Flow	[V]=[T]+[U]	[V]=[T]+[U]
Residual Receipts	[W]=[S]-[V]	[W]=[S]-[V]
Residual Receipts Due to MOHCD	[X]=1/2*[W]	[X1]=0.652*0.5*[W]
Residual Receipts Due to HCD**		[X2]=0.348*0.5*[W]
Distribution to Borrower	[Y]=1/2*[W]	[Y]=0.5*[W]
Final Balance	[Z]=[W]-[X1]-[Y]	[Z]=[W]-[X1]-[X2]-[W]

Definition of Project Expenses in funding agreements usually include [O], [P], [R], AND [T].

** Amount calculated based on MOHCD's Residual Receipts Policy. Each lender will be paid according to its own calculation, so long as doing so would not result in a reduction in the amount payable to MOHCD.

* Sample MOHCD & HCD Capital Loan	Pro Rata Split
MOHCD Capital Loan	\$15,000,000 65.2%
HCD Capital Loan	\$8,000,000 34.8%
Total Soft Debt	\$23,000,000 100.0%

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

Free Recording Requested Pursuant to
Government Code Sections 27383 and 27388.1

Recording requested by and
when recorded mail to:
City and County of San Francisco
Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Housing Loan Administrator

-----Space Above This Line for Recorder's Use-----

APN: *Block: 3587 Lot: 078*
Block: 5524 Lot: 001
Block: 3611 Lot: 060
Block: 6692 Lot: 001
Block: 3588 Lot: 022
Block: 6520 Lot: 031
Block: 3590 Lot: 033
Block: 5501 Lot: 043
Block: 5609 Lot: 007
Block: 6570 Lot: 001
Block: 3641 Lot: 023
Block: 5690 Lot: 044
Block: 5720 Lot: 010
Block: 6532 Lot: 034
Block: 5683 Lot: 005

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
Mission Bundle**

Property Address: *3329-3333 20th Street / 3182-3198 24th Street / 3353 26th Street / 1500
Cortland Avenue / 35 Fair Avenue / 3840 Folsom Street / 642-646 Guerrero Street / 63-67
Lapidge Street / 2217-2221 Mission Street / 3800 Mission Street / 19-23 Precita Avenue /
344-348 Precita Avenue / 269-271 Richland Avenue / 380 San Jose Avenue / 1015 Shotwell
Street*

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("**Declaration**") is made as of [Date], 2025, by **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited liability company ("**Borrower**"), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development (the "**City**").

RECITALS

A. The City is making loans (collectively, the "**Loan**") to Borrower of 2015 General Obligation Bond, Affordable Housing Fund, Condo Conversion Fees, Eastern Neighborhood - Mission Fees, Housing Trust, and 2024 General Obligation Fund) to finance the acquisition and rehabilitation of and provide permanent financing for the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**") as low- to moderate-income housing (the "**Project**"). The Loan is evidenced by, among other documents, a Loan Agreement between the City and Borrower dated as of the date of this Declaration, as it may be amended from time to time (the "**Agreement**"). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration and is available through the Mayor's Office of Housing and Community Development ("**MOHCD**") at the address first specified in the recording request set forth above.

B. Borrower's predecessor in interest purchased the Property with financing, in part, provided by the City under the Small Sites Program that helps San Franciscans avoid displacement and eviction by removing small properties from the speculative market, stabilizing housing for current tenants of those properties, and converting the properties to permanently affordable housing. In connection with the City financing, Borrower's predecessor in interest recorded a Declaration of Restrictions in favor of the City in the Official Records of San Francisco County *[dated as of January 13, 2016, and recorded on January 22, 2016, as Document Number 2016-K193495-00 / a Declaration of Restrictions dated as of March 10, 2017 and recorded on March 20, 2017 as Document Number 2017-K423042-00 / a Declaration of Restrictions dated as of November 30, 2016 and recorded on November 30, 2016, as Document Number 2016-K364883-00 / a Declaration of Restrictions dated as of February 14, 2017 and recorded on February 24, 2017 as Document Number 2017-K414170-00 / a Declaration of Restrictions dated as of April, 2017 and recorded on April 14, 2017 as Document Number 2017-K433400-00 / a Declaration of Restrictions dated as of May 12, 2017 and recorded on May 12, 2017 as Document Number 2017-K449873-00 / a Declaration of Restrictions dated as of May 8, 2017 and recorded on May 12, 2017 as Document Number 2017-K449859-00 / a Declaration of Restrictions dated as of September 29, 2017 and recorded on September 29, 2017 as Document Number 2017-K520889-00 / a Declaration of Restrictions dated as of July 7, 2014 and recorded on July 14, 2017 as*

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

*Document Number 2017-K475860-00 / a Declaration of Restrictions dated as of November 20, 2017 and recorded on November 20, 2017 as Document Number 2017-K540447-00 / a Declaration of Restrictions dated as of April 17, 2017 and recorded on May 1, 2017 as Document Number 2017-K445669-00 / a Declaration of Restrictions dated as of July 22, 2016 and recorded on July 22, 2016 as Document Number 2016-K292145-00 / a Declaration of Restrictions dated as of March 2, 2017 and recorded on March 10, 2017 as Document Number 2017-K419334-00 / a Declaration of Restrictions dated as of September 23, 2016 and recorded on September 23, 2016 as Document Number 2016-K332904-00 / a Declaration of Restrictions dated as of June 2, 2017 and recorded on June 9, 2017 as Document Number 2017-K461247-00 / a Declaration of Restrictions dated as of January 13, 2016 and recorded on January 22, 2016 as Document Number 2016-K193489-00] (the “**Original Declaration**”).*

C. Under that certain Assignment and Assumption Agreement dated _____, and recorded concurrently with this Declaration, Borrower has agreed to assume the obligations of the Original Declaration. City and Borrower have agreed to amend and restate the Original Declaration pursuant to the terms of the Agreement. This Declaration amends, restates, replaces, and supersedes the Original Declaration in its entirety.

D. Pursuant to the Agreement, Borrower has agreed to comply with certain affordability and other use and occupancy restrictions (collectively, the "**Regulatory Obligations**"), commencing on the Agreement Date, and continuing for as long as the Project or any modification of the Project remains in existence, but in any event no less than ninety nine (99) years from the date the Deed of Trust is recorded in the Official Records of San Francisco County (the "**Compliance Term**"), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed. Borrower's covenants and agreements described in this Declaration are a material part of the consideration for the City in making the Loan, and without Borrower's agreement to subject the Property to the Regulatory Obligations even after the Loan is satisfied, the City would be unwilling to make the Loan to Borrower.

AGREEMENT

Now, therefore, in consideration of the City's providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Definitions. Any capitalized terms in this Declaration that are not defined herein shall have the meaning set forth in the Agreement.
2. Regulatory Obligations.

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

(a) Borrower must comply with the Regulatory Obligations through the expiration of the Compliance Term, including without limitation those described in this Declaration, regardless of any reconveyance of the Deed of Trust.

(b) For the avoidance of any doubt, notwithstanding any repayment of the Loan or otherwise satisfied or if the Deed of Trust is reconveyed, Borrower will comply with the applicable terms of the Agreement as if fully set forth herein, including, without limitation, Article 6 (Marketing), Article 7 (Affordability and Other Leasing Restrictions), Article 8 (Maintenance and Management of the Project), Article 9 (Governmental Approvals and Requirements), Article 10 (Project Monitoring, Reports, Books and Records), Article 11 (Use of Income From Operations), Article 12 (Required Reserves), Article 16 (Transfers), Article 17 (Insurance and Bonds; Indemnity), Article 18 (Hazardous Substances), and Article 19 (Default).

3. Affordability and Restrictions.

(a) Restrictions. The Project may be occupied only by Qualified Tenants and their households. As provided in Section 7.2(b) of the Agreement, a Qualified Tenant will remain eligible for their Unit regardless of rises in household income during its tenancy. Qualified Tenants at initial occupancy must pay at least 20% of their gross household income towards Rent unless otherwise approved by MOHCD, provided that in no event shall any Qualified Tenant be required to pay Rent in excess of the lesser of (i) Maximum Rent, but not to exceed 30% of 100% of Median Income for any Unit, or (ii) 20% below the market rents of comparable units as approved by MOHCD, except as otherwise provided in Section 7.3(d) of the Agreement.

(b) Rents on Agreement Date. Required Rents for the Units as of the Agreement Date shall be as follows:

3329-3333 20th Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
<i>#1</i>	<i>studio</i>	<i>[\$1,188]</i>
<i>#2</i>	<i>1-bedroom</i>	<i>vacant</i>
<i>#3</i>	<i>studio</i>	<i>[\$1,093]</i>

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

#4	<i>studio</i>	<i>[\$585]</i>
#5	<i>1-bedroom</i>	<i>[\$1,360]</i>
#6	<i>Studio</i>	<i>[\$541]</i>
#7	<i>1-bedroom</i>	<i>[\$890]</i>
#8	<i>1-bedroom</i>	<i>[\$1,016]</i>
#9	<i>Studio</i>	<i>[\$1,206]</i>
#10	<i>1-bedroom</i>	<i>[\$505]</i>

3182-3198 24th Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#3188-01	<i>studio</i>	<i>[\$595]</i>
#3188-02	<i>studio</i>	<i>[\$665]</i>
#3188-03	<i>studio</i>	<i>vacant</i>
#3188-04	<i>studio</i>	<i>[\$0]</i>
#3190-05	<i>1-bedroom</i>	<i>[\$2,393]</i>
#3190-06	<i>1-bedroom</i>	<i>vacant</i>
#3192-07	<i>3-bedroom</i>	<i>[\$1,539]</i>
#3186-08	<i>3-bedroom</i>	<i>[\$1,227]</i>

3353 26th Street:

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#1	1-bedroom	[\$2,097]
#2	1-bedroom	[\$1,229]
#3	2-bedroom	[\$1,802]
#4	studio	[\$1,056]
#5	studio	[\$921]
#6	1-bedroom	[\$347]
#7	1-bedroom	[\$1,047]
#8	1-bedroom	[\$1,251]
#9	studio	[\$261]
#10	1-bedroom	[\$2,132]

1500 Cortland Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#1	1-bedroom	[\$1,237]
#2	2-bedroom	[\$2,435]
#3	1-bedroom	[\$1,673]
#4	2-bedroom	[\$1,605]

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

35 Fair Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#29	1-bedroom	[\$1,672]
#31	1-bedroom	[\$2,086]
#33	1-bedroom	[\$1,880]
#35	1-bedroom	[\$2,251]

3840 Folsom Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#1	2-bedroom	[\$2,454]
#2	1-bedroom	[\$1,544]
#3	1-bedroom	[\$2,398]
#4	1-bedroom	[\$1,557]

642-646 Guerrero Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#642	1-bedroom	[\$1,369]
#644	1-bedroom	[\$2,148]

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

#646	2-bedroom	[\$2,140]
#646A	1-bedroom	[\$2,148]

63-67 Lapidge Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#63	1-bedroom	[\$2,082]
#63A	1-bedroom	[\$1,040]
#65	1-bedroom	[\$2,300]
#65A	1-bedroom	[\$1,274]
#67	1-bedroom	[\$2,340]
#67A	1-bedroom	[\$2,586]

2217-2221 Mission Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#101	1-bedroom	[\$284]
#102	1-bedroom	[vacant]
#103	1-bedroom	[\$869]
#104	2-bedroom	[\$2,594]
#201	1-bedroom	[\$2,117]
#202	1-bedroom	[\$2,148]

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

#203	<i>1-bedroom</i>	<i>[\$2,117]</i>
#204	<i>1-bedroom</i>	<i>[\$1,636]</i>

3800 Mission Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#3802	<i>1-bedroom</i>	<i>[\$1,497]</i>
#3804	<i>1-bedroom</i>	<i>[\$2,486]</i>
#88	<i>1-bedroom</i>	<i>[\$1,809]</i>
#94	<i>1-bedroom</i>	<i>[\$2,818]</i>
#98	<i>studio</i>	<i>[\$914]</i>

19-23 Precita Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#19	<i>3-bedroom</i>	<i>[\$3,279]</i>
#21	<i>3-bedroom</i>	<i>[\$2,265]</i>
#23	<i>3-bedroom</i>	<i>[\$1,757]</i>

344-348 Precita Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
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EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

#344	2-bedroom	[\$2,791]
#346	1-bedroom	[\$1,071]
#348	studio	[\$1,054]

269-271 Richland Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
269-B	1-bedroom	[\$1,614]
271-A	1-bedroom	[\$1,389]
271-B	2-bedroom	[\$3,064]
271-C	2-bedroom	[\$1,786]
271	1-bedroom	[\$1,804]
269A	1-bedroom	[\$2,340]

380 San Jose Avenue:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#1	1-bedroom	[\$1,866]

EXHIBIT J
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(Italicized information to be inserted/deleted for each Property)

#2	<i>1-bedroom</i>	<i>[vacant]</i>
#3	<i>1-bedroom</i>	<i>[\$507]</i>
#4	<i>1-bedroom</i>	<i>[\$2,106]</i>

1015 Shotwell Street:

<i>Unit Number</i>	<i>Unit Type</i>	<i>Rent (monthly payments) as of the Date of Close of the Loan</i>
#1	<i>1-bedroom</i>	<i>[\$2,340]</i>
#2	<i>1-bedroom</i>	<i>[\$2,195]</i>
#3	<i>1-bedroom</i>	<i>[\$2,569]</i>
#4	<i>2-bedroom</i>	<i>[\$467]</i>
#5	<i>2-bedroom</i>	<i>[\$1,920]</i>
#6	<i>1-bedroom</i>	<i>[\$1,199]</i>
#7	<i>1-bedroom</i>	<i>[\$1,313]</i>
#8	<i>1-bedroom</i>	<i>[\$1,356]</i>
#9	<i>2-bedroom</i>	<i>[\$1,181]</i>
#10	<i>1-bedroom</i>	<i>[vacant]</i>

(c) Rents for Units at Turn Over. After the Agreement Date, the Rent for each Unit that becomes vacant and is not leased to a Direct Referral Tenant must be approved by MOHCD before the Unit may be rented to a Qualified Tenant. The rent shall be set at the amount necessary to bring the Project's combined average Rents for all Units as close as is possible but no higher than the amount calculated as 30% of 80% Median Income. In addition, no vacant Unit may be filled with a household earning more than 120% Median Income upon initial occupancy.

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

4. Rent Adjustments and Restrictions. Rent for all Units may be increased only once annually. Rent for all Units shall be increased annually on the anniversary of the Agreement Date by the greater of: (x) the percentage change in annual operating expenses, up to a maximum of 3.5%; or (y) 2%, except as follows:

(a) Reserved.

(b) Severely Rent Burdened Qualified Tenants. If the Rent increase described in this Section 4 results in any Qualified Tenant household becoming Severely Rent Burdened, Borrower is not required to increase the Rent of the Severely Rent Burdened Qualified Tenant until such time as the Qualified Tenant is no longer Severely Rent Burdened, provided that: (i) Borrower first demonstrates to the satisfaction of MOHCD, in MOHCD's sole discretion, that the Project maintains short- and long-term financial sustainability in the form of positive cash flow, adequately funded reserves, and other indicators as MOHCD may reasonably request; (ii) at each income recertification, the ability of all households to pay required rent increases will be reassessed, as will the Borrower cash flow, to ensure short- and long-term financial sustainability if Borrower elects not to impose the required annual Rent increase for any Severely Rent Burdened Qualified Tenant; and (iii) all Regulatory Obligations continue to be met. Similarly, if the circumstances described in this subsection are met, a Unit becomes vacant and a Qualified Tenant demonstrates to Borrower that it is Severely Rent Burdened, Borrower may reduce such Qualified Tenant's Rent to a level no lower than 40% of that Qualified Tenant's gross monthly income, thus resulting in a higher Rent that will be required for the vacant Unit. If more than one Qualified Tenant is eligible for such a Rent reduction, the reduction shall be equally distributed among such eligible Qualified Tenants.

(c) Recovery of Project Expenses. With the City's prior written approval, Rent increases for Units exceeding the amounts permitted by **Section 7.3** of the Agreement may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no event may annual Rent increases exceed the maximum annual increase stated in the SSP Guidelines unless such an increase is contemplated in a City-approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the lesser of (y) Maximum Rent, or (z) 20% below the market rents of comparable units as approved by MOHCD. The City's approval for such Rent increases under this subsection shall not be unreasonably withheld.

(d) Rent Subsidy Programs. For those households that hold rent subsidy vouchers, such as Section 8, and Direct Referral Tenants, on an annual basis Borrower shall request and use best efforts to receive an increase in contract rent equivalent to the percentage change in Fair Market Rent or equivalent payment standard, whichever is greater. For any

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

Qualified Tenant participating in a rent or operating subsidy program where the rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program, and provided the Qualified Tenant paid portion of Rent does not exceed the lesser of (i) Maximum Rent or (ii) 20% below the market rents of comparable units as approved by MOHCD. For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, rental increases shall not exceed Maximum Rent as approved by MOHCD or 50% of household income, whichever is less.

(e) Recovery of Property Tax Increases. In addition to the Rent increases contemplated in this **Section 7** and with the City's prior written approval, if a Qualified Tenant's household income exceeds eighty percent (80%) of California Median Income (as published by the California Department of Housing and Community Development) during occupancy of a Unit or if a Qualified Tenant fails to certify or recertify his/her/their household income to Borrower on an annual basis, Borrower may adjust the charges for Rent for such Qualified Tenant by no more than seven percent (7%) per year to absorb the amount of property taxes attributable to the Qualified Tenant's Unit as a result of the loss of the State of California's welfare exemption for low-income housing properties. The City may, in its sole discretion, require that Rent increases allowed under this subsection be implemented over a period of time in order to reduce the burden on an existing Qualified Tenant. Rents charged under this subsection may not exceed the limits set forth in the SSP Guidelines as amended from time to time, or if not otherwise specified, the lesser of: (i) Maximum Rent; or (ii) 20% of a household's gross income. MOHCD must approve such Rent increases, which approval shall not be unreasonably withheld. If such Qualified Tenant's household income subsequently decreases and the Unit becomes eligible for the California welfare property tax exemption, Borrower may reduce such Qualified Tenant's Rent by the amount of property tax savings attributable to the Qualified Tenant's Unit.

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(f) Excess Rent. If Borrower increases Rents or offers a vacant Unit for rent at a rate that exceeds the rules described in this Declaration, the resulting excess cash flow will be paid by Borrower to the Qualified Tenants who were overcharged, and Borrower's actions will constitute an Event of Default pursuant to Section 19 of the Agreement.

5. Certification.

(a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project must sign and deliver to Borrower a certification in the then-current form (see current form attached to the Loan Agreement as Exhibit C), in which the prospective Qualified Tenant certifies that he/she or his/her household qualifies as a Qualified Tenant, and which certification is reviewed and approved by Borrower and the City. In

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

addition, each person must provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective tenant's income. Certifications provided to and accepted by the San Francisco Housing Authority will satisfy this requirement.

(b) Each Qualified Tenant in the Project must recertify its household income to Borrower as established by the SSP Guidelines and Small Sites Marketing and Leasing Manual, as amended from time to time.

(c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year must be maintained on file by Borrower, and Borrower must provide records thereof with the City promptly upon request by the City.

6. Nondiscrimination. Borrower agrees not to 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 operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Qualified Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.

7. Remedies. During the Compliance Term the City may rely on this Declaration, the Deed of Trust and/or the Loan Agreement, in the City's discretion, to enforce any of the City's rights under the City Documents.

8. Covenants Run with the Land. This Declaration and the Regulatory Obligations constitute covenants running with the land and bind successors and assigns of Borrower and any non-borrower owner of the Property. In the event that Borrower fails to comply with the Regulatory Obligations to the City's satisfaction, in its sole discretion, within thirty (30) days of Borrower's receipt of notice from the City to so comply, the City at its option may exercise any rights available at equity or in law, including, without limitation, institute an action for specific performance. Borrower shall pay the City's costs in connection with the City's enforcement of the terms of this Declaration, including, without limitation, the City's attorneys' fees and costs.

[SIGNATURES ON THE NEXT PAGE]

EXHIBIT J
FORM OF DECLARATION OF RESTRICTIONS

(Italicized information to be inserted/deleted for each Property)

Borrower has executed this Declaration as of the date first written above.

BORROWER

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation,
Its: sole member and manager

By: _____
Name: Luis Granados
Title: Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED]

INSERT NOTARY ACKNOWLEDGEMENT

EXHIBIT A

Legal Description of the Property

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

TRACT ONE:

Parcel One:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 225 feet and 6 inches Southerly from the Southerly line of Eighteenth Street; running thence Southerly along said line of Guerrero Street 30 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 30 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Parcel Two:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 261 feet and 6 inches Northerly from the Northerly line of Nineteenth Street; running thence Northerly along said line of Guerrero Street 2 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 2 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Being part of Mission Block No. 78.

Assessor's Lot 078; Block 3587

TRACT TWO:

Parcel One:

Beginning at the point of intersection of the Southerly line of Precita Avenue and the Westerly line of Treat Avenue; running thence Westerly and along the said Southerly line of Precita Avenue 40 feet; thence at a right angle Southerly 60 feet; thence at a right angle Easterly 40 feet to the Westerly line of Treat Avenue; thence at a right angle Northerly along said line of Treat Avenue 60 feet to the Southerly line of Precita Avenue and the point of beginning.

Being a part of Precita Valley Lot No. 151.

Parcel Two:

Beginning at a point on the Westerly line of Treat Avenue, distant thereon 60 feet, Southerly from the Southerly line of Precita Avenue; running thence Southerly and along said line of Treat Avenue 10 feet; thence at a right angle Westerly 40 feet; thence at a right angle Northerly 10 feet; thence at a right angle Westerly 40 feet to the point of beginning.

Being part of Lot No. 8 Kingston's Subdivision of Precita Valley Lots 148 to 153.

Assessor's Lot 001; Block 5524

TRACT THREE:

Commencing at a point on the Southerly line of 20th Street, distant thereon 60 feet Easterly from the Easterly line of Shotwell Street; running thence Easterly along said line of 20th Street 35 feet, 6 inches; thence at a right angle Southerly 95 feet; thence at a right angle Westerly 35 feet, 6 inches; thence at a right angle Northerly 95 feet to the point of commencement.

Being a portion of Mission Block No. 56.

Assessor's Lot 060; Block 3611

TRACT FOUR:

Beginning at the point of intersection of the Southerly line of Richland Avenue, with the Westerly line of Mission Street; running thence Southerly along said line of Mission Street 25 feet; thence Westerly and parallel with the Southerly line of Richland Avenue 100 feet; thence Northerly and parallel with said Westerly line of Mission Street 25 feet to the Southerly line of Richland Avenue; thence Easterly along said line of Richland Avenue 100 feet to the point of beginning.

Being Lot No. 18, in Block "E" French and Gilman Tract

Assessor's Lot 001; Block 6692

TRACT FIVE:

Beginning at a point on the Easterly line of Lapidge Street, distant thereon 175 feet Northerly from the Northerly line of 19th Street; running thence Northerly along said line of Lapidge Street 25 feet; thence at a right angle Easterly 80 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 80 feet to the point of beginning.

Being a portion of Mission Block No. 71.

Assessors' Lot 022; Block 3588

TRACT SIX:

Beginning at a point on the Easterly line of Shotwell Street, distant thereon 150 feet Southerly from the Southerly line of 24th Street; running thence Southerly and along said line of Shotwell Street, 50 feet; thence at a right angle Easterly, 122 feet and 6 inches; thence at a right angle

Northerly, 50 feet; thence at a right angle Westerly, 122 feet and 6 inches, to the point of beginning.

Being part of Mission Block No. 172.

Assessor's Lot 031; Block 6520

TRACT SEVEN:

Beginning at a point on the Easterly line of Mission Street, distant thereon 95 feet Southerly from the Southerly line of 18th Street; running thence Southerly along said line of Mission Street 30 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 122 feet and 6 inches to the point of beginning.

Being a part of Mission Block No. 61.

Assessor's Parcel No: Lot 033, Block: 3590

TRACT EIGHT:

Beginning at a point on the Northerly line of Precita Avenue, distant thereon 89 feet, 4-5/8 inches Easterly from the Southeasterly line of Mission Street; running thence Northeasterly parallel with the Southeasterly line of Mission Street 148 feet, 7-1/8 inches to a point distant Southeasterly 83 feet, 6 inches from the Southeasterly line of Mission Street, measured at a right angle thereto from a point in said Southeasterly line of Mission Street, distant thereon 180 feet Northeasterly from the Northerly line of Precita Avenue; running thence Southeasterly at a right angle to said Southeasterly line of Mission Street 16 feet, 4-1/8 inches; thence Southwesterly 137 feet, 6-1/4 inches, more or less, to a point on the Northerly line of Precita Avenue, distant thereon 120 feet, 5 inches Easterly from the Southeasterly line of Mission Street; thence Westerly along the Northerly line of Precita Avenue 31 feet, 3/8 of an inch to the point of beginning.

Being a portion of Precita Valley Lands.

Assessor's Lot 043; Block 5501

TRACT NINE:

Beginning at a point on the Northeasterly line of Fair Avenue, distant thereon 135 feet and 6- 1/2 inches Southeasterly from the Southeasterly line of Mission Street; running thence Southeasterly along said line of Fair Avenue 22 feet and 11-1/2 inches; thence at a right angle Northeasterly 100 feet; thence at a right angle Southwesterly 22 feet and 11-1/2 inches; thence at a right angle Southwesterly 100 feet to the point of beginning.

Being a portion of Precita Valley Lots No. 356 and 357

Assessor's Lot 007; Block 5609

TRACT TEN:

Commencing at the point of intersection of the Southerly line of 26th Street and the Westerly line of Capp Street; running thence Westerly and along said line of 26th Street 25 feet; thence at a right angle Southerly 100 feet, more or less, to the Northwesterly line of Capp Street; thence Northwesterly along said line of Capp Street 31 feet, more or less, to the Westerly line of Capp Street; thence Northerly along said line of Capp Street 87 feet, 9 inches, more or less, to the point of commencement.

Being part of Mission Block No. 199.

Assessor's Lot 001; Block 6570

TRACT ELEVEN:

Beginning at the intersection of the Easterly line of South Van Ness Avenue and the Northerly line of 24th Street, running thence Northerly along said line of South Van Ness Avenue 35 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 35 feet to the Northerly line of 24th Street; and running thence Westerly along said line of 24th Street 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Together with and as an appurtenant to the above described property an Easement for pedestrian ingress and egress over, upon and across the following described parcel of land:

Beginning at a point on the Easterly line of South Van Ness Avenue, formerly Howard Street, distant thereon 35 feet Northerly from the Northerly line of 24th Street; running thence Northerly along said line of South Van Ness Avenue 5 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 5 feet; thence at a right angle Westerly 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Assessor's Lot 023; Block 3641

TRACT TWELVE:

Beginning at a point of intersection of the Easterly line of Bradford Street with the Southerly line of Cortland Avenue; running thence Southerly along said line of Bradford Street 30 feet; thence at right angle Easterly 70 feet; thence at a right angle Northerly 30 feet to the Southerly line of Cortland Avenue, thence at a right angle Westerly said along line of Cortland 70 feet to the point of beginning.

Being a portion of Lot No. 1293 of Gift Map No. 2, as per Map thereof filed in the Office of the County Recorder of the City and County of San Francisco, State of California, November 7, 1861, recorded in Book 2, "A and B", of Maps, Page 13.

APN: Lot 044; Block 5690

TRACT THIRTEEN:

Beginning at a point on the Northerly line of Richland Avenue, distant thereof 237 feet and 6 inches Westerly from the Westerly line of Murray Street; running thence Westerly and along said line of Richland Avenue 37 feet and 6 inches; thence at a right angle Northerly 100 feet; thence at a right angle Easterly 37 feet and 6 inches; thence at a right angle Southerly 100 feet to the point of beginning.

Being all of Lot No. 45 and the Westerly one-half of Lot No. 44 in Block No. 4 Holly Park Tract.

Assessor's Lot 010; Block 5720

TRACT FOURTEEN:

Beginning at a point on the Westerly line of San Jose Avenue, distant thereon 85 feet Northerly from the Northerly line of 26th Street; running thence Northerly along said Westerly line of San Jose Avenue 27 feet; thence at a right angle Westerly 120 feet and 3 inches; thence at a right angle Southerly 27 feet; thence at a right angle Easterly 120 feet and 3 inches to the point of beginning.

Being a portion of Block No. 6, Horner's Addition.

Assessor's Lot 34, Block 6532

TRACT FIFTEEN:

Lot No. 452, Gift Map No. 2, as per Map of said tract filed November 7, 1861, in the Office of the Recorder of the City and County of San Francisco, State of California, and recorded in Book 2 "A" and "B" of Maps, Page 13.

Assessor's Lot 005; Block 5683

Street Addresses:

Tract One:

642-646 Guerrero Street

San Francisco, CA 94110

APN: Block: 3587 Lot: 078

Tract Two:

344-348 Precita Avenue

San Francisco, CA 94110
APN: Block: 5524 Lot: 001

Tract Three:
3329-3333 20th Street
San Francisco, CA 94110
APN: Block: 3611 Lot: 060

Tract Four:
3800-3804 Mission Street
San Francisco, CA 94110
APN: Block: 6692 Lot: 001

Tract Five:
63-67 Lapidge Street
San Francisco, CA 94110
APN: Block: 3588 Lot: 022

Tract Six:
1015 Shotwell Street
San Francisco, CA 94110
APN: Block: 6520 Lot: 031

Tract Seven:
2217-2221 Mission Street
San Francisco, CA 94110
APN: Block: 3590 Lot: 033

Tract Eight:
19-23 Precita Avenue
San Francisco, CA 94110
APN: Block: 5501 Lot: 043

Tract Nine:
29-35 Fair Avenue
San Francisco, CA 94110
APN: Block: 5609 Lot: 007

Tract Ten:
3353 26th Street
San Francisco, CA 94110
APN: Block: 6570 Lot: 001

Tract Eleven:
3182-3198 24th Street
San Francisco, CA 94110

APN: Block: 3641 Lot: 023

Tract Twelve:
1500 Cortland Avenue
San Francisco, CA 94110
APN: Block: 5690 Lot: 044

Tract Thirteen:
269-271 Richland Avenue
San Francisco, CA 94110
APN: Block: 5720 Lot: 010

Tract Fourteen:
380 San Jose Avenue
San Francisco, CA 94110
APN: Block 6532 Lot: 034

Tract Fifteen:
3840 Folsom Street
San Francisco, CA 94110
APN: Block 5683 Lot: 005

Free Recording Requested Pursuant to
Government Code Sections 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and
Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Housing Loan Administrator

-----Space Above This Line for Recorder's Use-----

APN: Block: 3587 Lot: 078
Block: 5524 Lot: 001
Block: 3611 Lot: 060
Block: 6692 Lot: 001
Block: 3588 Lot: 022
Block: 6520 Lot: 031
Block: 3590 Lot: 033
Block: 5501 Lot: 043
Block: 5609 Lot: 007
Block: 6570 Lot: 001
Block: 3641 Lot: 023
Block: 5690 Lot: 044
Block: 5720 Lot: 010
Block: 6532 Lot: 034
Block: 5683 Lot: 005

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Small Sites Program – Mission Bundle)

Property Addresses: 3329-3333 20th Street; 3182-3198 24th Street; 3353 26th Street; 1500
Cortland Avenue; 35 Fair Avenue; 3840 Folsom Street; 642-646 Guerrero Street; 63-67
Lapidge Street; 2217-2221 Mission Street; 3800 Mission Street; 19-23 Precita Avenue; 344-
348 Precita Avenue; 269-271 Richland Avenue; 380 San Jose Avenue; and 1015 Shotwell
Street

**THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING (SMALL SITES PROGRAM) ("Deed of Trust")** is made as of
[Date], 2025, by **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited
liability company ("**Trustor**"), whose address is Plaza Adelante, 2301 Mission Street, Suite
301, San Francisco, California 94110, to **OLD REPUBLIC TITLE COMPANY**

("Trustee"), whose address is 275 Battery Street, Suite 1500, San Francisco, CA 94111, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("**Beneficiary**"). This Deed of Trust is executed pursuant to a Loan Agreement by and between Trustor and Beneficiary dated as of the date of this Deed of Trust, as it may be amended from time to time (the "**Agreement**"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "**Property**"):

(a) that real property situated in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), on which Trustor intends to acquire 14 multifamily residential buildings and, once acquired, will rehabilitate a total of 15 multifamily residential buildings consisting of an aggregate of 89 units of residential rental housing, and an aggregate of 9 units of ancillary commercial spaces (the "Commercial Space") (the "**Project**"). The Project will preserve affordability for low- to moderate-income households under the City's Small Sites Program; and

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "**Improvements**"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("**Leases**") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all SSP Loan funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(g) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds and profits, including prepaid rent and security deposits ("**Rents**"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under Section 3(d); and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "**Secured Obligations**"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement related to the SSP Loan, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by

Trustor, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the promissory note dated the date of this Deed of Trust made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "**SSP Note**") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the SSP Note in the original principal amount of Thirty-Seven Million Eight Hundred Twenty Thousand Seven Hundred Sixty-Six and No/100 Dollars (\$37,820,766.00), with interest, according to the terms of the Agreement and the SSP Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("**License**") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy

afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "**Debtor**"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "**Secured Party**"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "**Collateral**" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of

filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 81-1609821. Secured Party's name and mailing address are set above.

5. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the SSP Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

6. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the SSP Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the SSP Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) As additional security, Trustor hereby irrevocably, absolutely and unconditionally assigns to Beneficiary all Rents, whether now due, past due or to become due, subject to Beneficiary's grant to Trustor of a license to collect and retain Rents as they become due and payable so long as Trustor has not defaulted in performance of the Secured Obligations.

(e) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(f) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(g) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the SSP Note, whether or not named as Beneficiary herein. In this Deed of Trust,

whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(h) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

7. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("**Event of Default**"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("**Notice of Default**"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the SSP Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("**Notice of Sale**") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or

implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

8. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

TRUSTOR:

**MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company**

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation,
Its: sole member and manager

By: _____
Name: Luis Granados
Title: Chief Executive Officer

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A

Legal Description of the Land

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

TRACT ONE:

Parcel One:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 225 feet and 6 inches Southerly from the Southerly line of Eighteenth Street; running thence Southerly along said line of Guerrero Street 30 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 30 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Parcel Two:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 261 feet and 6 inches Northerly from the Northerly line of Nineteenth Street; running thence Northerly along said line of Guerrero Street 2 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 2 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Being part of Mission Block No. 78.

Assessor's Lot 078; Block 3587

TRACT TWO:

Parcel One:

Beginning at the point of intersection of the Southerly line of Precita Avenue and the Westerly line of Treat Avenue; running thence Westerly and along the said Southerly line of Precita Avenue 40 feet; thence at a right angle Southerly 60 feet; thence at a right angle Easterly 40 feet to the Westerly line of Treat Avenue; thence at a right angle Northerly along said line of Treat Avenue 60 feet to the Southerly line of Precita Avenue and the point of beginning.

Being a part of Precita Valley Lot No. 151.

Parcel Two:

Beginning at a point on the Westerly line of Treat Avenue, distant thereon 60 feet, Southerly from the Southerly line of Precita Avenue; running thence Southerly and along said line of Treat Avenue 10 feet; thence at a right angle Westerly 40 feet; thence at a right angle Northerly 10 feet; thence at a right angle Westerly 40 feet to the point of beginning.

Being part of Lot No. 8 Kingston's Subdivision of Precita Valley Lots 148 to 153.

Assessor's Lot 001; Block 5524

TRACT THREE:

Commencing at a point on the Southerly line of 20th Street, distant thereon 60 feet Easterly from the Easterly line of Shotwell Street; running thence Easterly along said line of 20th Street 35 feet, 6 inches; thence at a right angle Southerly 95 feet; thence at a right angle Westerly 35 feet, 6 inches; thence at a right angle Northerly 95 feet to the point of commencement.

Being a portion of Mission Block No. 56.

Assessor's Lot 060; Block 3611

TRACT FOUR:

Beginning at the point of intersection of the Southerly line of Richland Avenue, with the Westerly line of Mission Street; running thence Southerly along said line of Mission Street 25 feet; thence Westerly and parallel with the Southerly line of Richland Avenue 100 feet; thence Northerly and parallel with said Westerly line of Mission Street 25 feet to the Southerly line of Richland Avenue; thence Easterly along said line of Richland Avenue 100 feet to the point of beginning.

Being Lot No. 18, in Block "E" French and Gilman Tract

Assessor's Lot 001; Block 6692

TRACT FIVE:

Beginning at a point on the Easterly line of Lapidge Street, distant thereon 175 feet Northerly from the Northerly line of 19th Street; running thence Northerly along said line of Lapidge Street 25 feet; thence at a right angle Easterly 80 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 80 feet to the point of beginning.

Being a portion of Mission Block No. 71.

Assessors' Lot 022; Block 3588

TRACT SIX:

Beginning at a point on the Easterly line of Shotwell Street, distant thereon 150 feet Southerly from the Southerly line of 24th Street; running thence Southerly and along said line of Shotwell Street, 50 feet; thence at a right angle Easterly, 122 feet and 6 inches; thence at a right angle Northerly, 50 feet; thence at a right angle Westerly, 122 feet and 6 inches, to the point of beginning.

Being part of Mission Block No. 172.

Assessor's Lot 031; Block 6520

TRACT SEVEN:

Beginning at a point on the Easterly line of Mission Street, distant thereon 95 feet Southerly from the Southerly line of 18th Street; running thence Southerly along said line of Mission Street 30 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 122 feet and 6 inches to the point of beginning.

Being a part of Mission Block No. 61.

Assessor's Parcel No: Lot 033, Block: 3590

TRACT EIGHT:

Beginning at a point on the Northerly line of Precita Avenue, distant thereon 89 feet, 4-5/8 inches Easterly from the Southeasterly line of Mission Street; running thence Northeasterly parallel with the Southeasterly line of Mission Street 148 feet, 7-1/8 inches to a point distant Southeasterly 83 feet, 6 inches from the Southeasterly line of Mission Street, measured at a right angle thereto from a point in said Southeasterly line of Mission Street, distant thereon 180 feet Northeasterly from the Northerly line of Precita Avenue; running thence Southeasterly at a right angle to said Southeasterly line of Mission Street 16 feet, 4-1/8 inches; thence Southwesterly 137 feet, 6-1/4 inches, more or less, to a point on the Northerly line of Precita Avenue, distant thereon 120 feet, 5 inches Easterly from the Southeasterly line of Mission Street; thence Westerly along the Northerly line of Precita Avenue 31 feet, 3/8 of an inch to the point of beginning.

Being a portion of Precita Valley Lands.

Assessor's Lot 043; Block 5501

TRACT NINE:

Beginning at a point on the Northeasterly line of Fair Avenue, distant thereon 135 feet and 6-1/2 inches Southeasterly from the Southeasterly line of Mission Street; running thence Southeasterly along said line of Fair Avenue 22 feet and 11-1/2 inches; thence at a right angle Northeasterly 100 feet; thence at a right angle Southwesterly 22 feet and 11-1/2 inches; thence at a right angle Southwesterly 100 feet to the point of beginning.

Being a portion of Precita Valley Lots No. 356 and 357

Assessor's Lot 007; Block 5609

TRACT TEN:

Commencing at the point of intersection of the Southerly line of 26th Street and the Westerly line of Capp Street; running thence Westerly and along said line of 26th Street 25 feet; thence at a right angle Southerly 100 feet, more or less, to the Northwesterly line of Capp Street; thence Northwesterly along said line of Capp Street 31 feet, more or less, to the Westerly line of Capp Street; thence Northerly along said line of Capp Street 87 feet, 9 inches, more or less, to the point of commencement.

Being part of Mission Block No. 199.

Assessor's Lot 001; Block 6570

TRACT ELEVEN:

Beginning at the intersection of the Easterly line of South Van Ness Avenue and the Northerly line of 24th Street, running thence Northerly along said line of South Van Ness Avenue 35 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 35 feet to the Northerly line of 24th Street; and running thence Westerly along said line of 24th Street 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Together with and as an appurtenant to the above described property an Easement for pedestrian ingress and egress over, upon and across the following described parcel of land: Beginning at a point on the Easterly line of South Van Ness Avenue, formerly Howard Street, distant thereon 35 feet Northerly from the Northerly line of 24th Street; running thence Northerly along said line of South Van Ness Avenue 5 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 5 feet; thence at a right angle Westerly 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Assessor's Lot 023; Block 3641

TRACT TWELVE:

Beginning at a point of intersection of the Easterly line of Bradford Street with the Southerly line of Cortland Avenue; running thence Southerly along said line of Bradford Street 30 feet; thence at right angle Easterly 70 feet; thence at a right angle Northerly 30 feet to the Southerly line of Cortland Avenue, thence at a right angle Westerly said along line of Cortland 70 feet to the point of beginning.

Being a portion of Lot No. 1293 of Gift Map No. 2, as per Map thereof filed in the Office of the County Recorder of the City and County of San Francisco, State of California, November 7, 1861, recorded in Book 2, "A and B", of Maps, Page 13.

APN: Lot 044; Block 5690

TRACT THIRTEEN:

Beginning at a point on the Northerly line of Richland Avenue, distant thereof 237 feet and 6 inches Westerly from the Westerly line of Murray Street; running thence Westerly and along said line of Richland Avenue 37 feet and 6 inches; thence at a right angle Northerly 100 feet; thence at a right angle Easterly 37 feet and 6 inches; thence at a right angle Southerly 100 feet to the point of beginning.

Being all of Lot No. 45 and the Westerly one-half of Lot No. 44 in Block No. 4 Holly Park Tract.

Assessor's Lot 010; Block 5720

TRACT FOURTEEN:

Beginning at a point on the Westerly line of San Jose Avenue, distant thereon 85 feet Northerly from the Northerly line of 26th Street; running thence Northerly along said Westerly line of San Jose Avenue 27 feet; thence at a right angle Westerly 120 feet and 3 inches; thence at a right angle Southerly 27 feet; thence at a right angle Easterly 120 feet and 3 inches to the point of beginning.

Being a portion of Block No. 6, Horner's Addition.

Assessor's Lot 34, Block 6532

TRACT FIFTEEN:

Lot No. 452, Gift Map No. 2, as per Map of said tract filed November 7, 1861, in the Office of the Recorder of the City and County of San Francisco, State of California, and recorded in Book 2 "A" and "B" of Maps, Page 13.

Assessor's Lot 005; Block 5683

Street Addresses:

Tract One:

642-646 Guerrero Street
San Francisco, CA 94110

APN: Block: 3587 Lot: 078

Tract Two:

344-348 Precita Avenue
San Francisco, CA 94110

APN: Block: 5524 Lot: 001

Tract Three:

3329-3333 20th Street
San Francisco, CA 94110

APN: Block: 3611 Lot: 060

Tract Four:

3800-3804 Mission Street
San Francisco, CA 94110

APN: Block: 6692 Lot: 001

Tract Five:

63-67 Lapidge Street
San Francisco, CA 94110

APN: Block: 3588 Lot: 022

Tract Six:

1015 Shotwell Street
San Francisco, CA 94110

APN: Block: 6520 Lot: 031

Tract Seven:

2217-2221 Mission Street
San Francisco, CA 94110

APN: Block: 3590 Lot: 033

Tract Eight:

19-23 Precita Avenue
San Francisco, CA 94110

APN: Block: 5501 Lot: 043

Tract Nine:

29-35 Fair Avenue
San Francisco, CA 94110

APN: Block: 5609 Lot: 007

Tract Ten:

3353 26th Street
San Francisco, CA 94110

APN: Block: 6570 Lot: 001

Tract Eleven:

3182-3198 24th Street
San Francisco, CA 94110

APN: Block: 3641 Lot: 023

Tract Twelve:

1500 Cortland Avenue
San Francisco, CA 94110

APN: Block: 5690 Lot: 044

Tract Thirteen:

269-271 Richland Avenue
San Francisco, CA 94110

APN: Block: 5720 Lot: 010

Tract Fourteen:

380 San Jose Avenue
San Francisco, CA 94110

APN: Block 6532 Lot: 034

Tract Fifteen:

3840 Folsom Street

San Francisco, CA 94110

APN: Block 5683 Lot: 005

**AMENDED AND RESTATED
SECURED PROMISSORY NOTE**

(Small Sites Program – Mission Bundle)

(3329-3333 20th Street; 3182-3198 24th Street; 3353 26th Street; 1500 Cortland Avenue; 35 Fair Avenue; 3840 Folsom Street; 642-646 Guerrero Street; 63-67 Lapidge Street; 2217-2221 Mission Street; 3800 Mission Street; 19-23 Precita Avenue; 344-348 Precita Avenue; 269-271 Richland Avenue; 380 San Jose Avenue; and 1015 Shotwell Street)

Principal Amount: \$37,820,766.00

San Francisco, CA

Date: [Date], 2025

FOR VALUE RECEIVED, the undersigned, **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited liability company ("**Maker**"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "**Holder**"), the principal sum of Thirty-Seven Million Eight Hundred Twenty Thousand Seven Hundred Sixty-Six and No/100 Dollars (\$37,820,766.00) (the "**SSP Loan Amount**"), or so much of the SSP Loan Amount as may be disbursed from time to time pursuant to the Agreement described in Section 1 below, together with interest thereon, as provided in this Note.

1. Agreement. This Amended and Restated Secured Promissory Note ("**Note**") is given under the terms of a Loan Agreement by and between Maker and Holder dated as of the date of this Note, as it may be amended from time to time (the "**Agreement**"), which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Small Sites Program) dated as of the date of this Note ("**SSP Deed of Trust**"), made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of three percent (3%) per annum, simple interest, from the date of the close of escrow through the date of full payment of all amounts owing under the City Documents. Interest will be accrued annually. Interest will be calculated on the basis of actual days elapsed and a 360-day year, consisting of 12 months of 30 days each, which will result in higher interest charges than if a 365-day year were used.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the SSP Loan at a compounded annual rate equal to ten percent (10%), or the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default

interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of SSP Loan Amount.

4.1 Subject to Section 12.1 and Section 13.4 of the Agreement, Maker must make annual payments of principal and interest (each, a "**Payment**") in an amount equal to one-half of the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first December 31st after the date that the SSP Deed of Trust is recorded in the Official Records of the City and County of San Francisco, and continuing each December 31st thereafter up to and including the Maturity Date, as defined below (each, a "**Payment Date**"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the SSP Loan. The unpaid principal balance of the SSP Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the fortieth (40th) anniversary of the first day of the first full month following the date that the SSP Deed of Trust is recorded in the Recorder's Office of San Francisco County (the "**Maturity Date**"). Any Payment Date, including the Maturity Date, which falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Maker's obligation to pay interest annually may be forgiven by MOHCD in its sole discretion if there are insufficient Residual Receipts on any Payment Date, following Maker's timely submission of audited financials and Annual Monitoring Report (AMR) reporting requirements. Forgiven interest will be deemed not to have accrued.

5. Security. Maker's obligations under this Note are secured by the SSP Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note as set forth in Section 4.1 of this Note.

6.5 Except as otherwise set forth in this Note or in the Agreement, no prepayment of this Note shall be permitted without Holder's prior written consent, which may be given or withheld in Holder's sole discretion.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project, including without limitation, the Market Rate Note, the BMR Note, and the Deferred Note.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the SSP Loan (along with the Market Rate Loan, the Deferred Loan, and the BMR Loan), together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the SSP Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the SSP Loan, provided, however, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including SSP Loan Funds and Rents), waste or negligent or intentional damage to the collateral for the SSP Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

[SIGNATURES ON THE NEXT PAGE]

"MAKER"

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation,
Its: sole member and manager

By: _____
Name: Luis Granados
Title: Chief Executive Officer

Free Recording Requested Pursuant to
Government Code Sections 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Housing Loan Administrator

-----Space Above This Line for Recorder's Use-----

APN: Block: 3587 Lot: 078
Block: 5524 Lot: 001
Block: 3611 Lot: 060
Block: 6692 Lot: 001
Block: 3588 Lot: 022
Block: 6520 Lot: 031
Block: 3590 Lot: 033
Block: 5501 Lot: 043
Block: 5609 Lot: 007
Block: 6570 Lot: 001
Block: 3641 Lot: 023
Block: 5690 Lot: 044
Block: 5720 Lot: 010
Block: 6532 Lot: 034
Block: 5683 Lot: 005

PURCHASE OPTION AGREEMENT

Property Addresses: 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street

THIS PURCHASE OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2025 (the “**Effective Date**”), by and among **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited liability corporation (“**Owner**”), the Mission Economic Development Agency, a California nonprofit public benefit corporation (“**Manager**”) and the City and County of San Francisco, a municipal corporation (“**City**”), represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development (“**MOHCD**”), with reference to the following recitals of fact:

R E C I T A L S:

A. Owner owns certain real properties located in the City and County of San Francisco, State of California, and more particularly described on the attached Exhibit A, incorporated herein by this reference, and certain improvements thereon consisting of 15 separate properties located at 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street (collectively, the “**Property**”). The Property is improved with a 15 separate multifamily residential buildings, with an aggregate total of 89 residential rental housing units, and the buildings located at 3182-3198 24th Street, 3353 26th Street, 2217-2221 Mission Street, 3800 Mission Street, and 344 Precita Avenue contain ancillary commercial space, with an aggregate total of nine units of commercial space (the Property together with the tangible and intangible personal property directly related to the operation, management, and ownership of the Property in the possession or control of Owner, including all cash accounts, deposits, and reserves held by Owner, the “**Project**”).

B. MOHCD administers the Small Sites Acquisition and Rehabilitation Program (“**Small Sites Program**,”) for the purpose of preserving and stabilizing San Francisco’s existing rental housing stock of buildings that are up to 25 units and occupied by low- to moderate-income tenants who are vulnerable to displacement due to market-driven increases in evictions. The Small Sites Program helps San Franciscans avoid displacement eviction by removing small properties from the speculative market, stabilizing housing for current tenants of those properties, and converting the properties to permanently affordable housing. In connection with the Small Sites Program, Owner will record Declarations of Restrictions and Affordability Covenants on the Property in favor of the City, which are being amended and restated and recorded concurrently with this Agreement (the “**Declaration**”).

C. The City regulates the affordability of the Project through the Declaration, and compliance with and the continued enforceability of the Declaration is of paramount importance for the City as the regulator of the Small Sites Program. This Agreement is entered into between Owner and the City as a means of ensuring the affordability of the Project in the event that the Declaration no longer governs the Property or that Owner is in default of the regulatory obligations specified in the Declaration.

D. The term of the Declaration (the “**Compliance Term**”) is as long as the Project or any modification of the Project remains in existence, but in any event no less than ninety-nine (99) years. Although the City is lending funds to Owner for the Project, the regulatory program is separate from the City’s loan, and survives the expiration or repayment of the loan. The purchase option granted by Owner in this Agreement is granted in recognition of the City’s interest in ensuring that the regulatory program pursuant to the Declaration remains in full force and effect. Owner acknowledges and agrees that (i) the City’s interest in this Agreement is as a regulator, as a means of ensuring the continued enforceability of the Declaration, and not in its proprietary capacity, (ii) exercise of the Option is contingent upon the termination, unenforceability, or failure to comply with the Declaration, (iii) Owner intends to provide permanent affordability to low and moderate income households residing at the Project; (iv) the regulatory obligations under the Declaration are separate from repayment of the City’s loan and survive the City’s loan to Owner, (v) exercise of the Option is not dependent upon a monetary

default of the City's loan, and (vi) the Option is not a security instrument intended to circumvent California foreclosure law.

E. In connection with the Project, and in consideration of the foregoing, Owner desires to grant to the City an option to purchase the Project in certain limited circumstances.

F. Owner and City desire to set forth the terms of the option from Owner to the City.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

A G R E E M E N T:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.

2. Grant of Option. Owner grants to the City an option (the "**Option**") to purchase the Project on the terms and conditions set forth in this Agreement. Owner acknowledges that the grant of the Option is supported by valuable consideration received by Owner, including the Loan.

(a) Exercise Period. The period during which the City will have the right to exercise the Option will commence on the Effective Date and expire ninety-nine (99) years after the recording date of the Declaration of Restrictions (the "**Option Term**"). On request by the City, Owner will provide (and the City and/or its designee may conduct) any physical and documentary due diligence of the Project as the City may determine is necessary (provided, however, any destructive testing of the Project will require the prior consent of Owner in its reasonable discretion). Owner will cooperate with the City in such due diligence. At any time, City may deliver a written notice to Owner requesting Owner to select the appraisers under Section 3 below (the "**Appraisal Notice**"). Upon receipt of the Appraisal Notice, Owner will have thirty (30) days to provide the list of selected appraisers to City.

(b) Exercise Notice. As a condition precedent to City's Option rights, City may only exercise the Option if, during the Option Term, (i) the Declaration is terminated or is unenforceable for any reason, or (ii) in City's reasonable judgment the Declaration will be terminated or be rendered unenforceable, or (iii) Owner fails to comply with the affordability restrictions set forth in the Declaration, or (iv) if, after the City's loan for the Project is repaid, Owner receives any offer to purchase the Project or any interest therein, or intends to transfer the Project or any interest therein, then Owner must provide City an Offer Notice (defined below). In the event Owner fails to comply with the affordability restrictions in the Declaration during the Option Term, City shall provide written notice to Owner and Manager of such failure, and Owner and Manager shall have sixty (60) days to cure the failure, or, if such failure cannot be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default, provided that such cure has been commenced within such sixty (60) day period and is being prosecuted diligently to completion. For avoidance of doubt, Manager has the right, but not the obligation, to cure any such default, and if Manager cures such default within the cure period, City will accept such action as curing the respective default. City may exercise the Option by delivering

to Owner written notice of the exercise (the “**Exercise Notice**”). The date of delivery of the Exercise Notice will be the first day of the escrow period set forth in Section 4 below. “**Offer Notice**” means a written notice from Owner to the City containing all material terms of the offer to purchase or proposed transfer of the Project. Owner will not accept any offer or transfer the Project or any interest therein for a least one hundred twenty (120) days after delivering the Offer Notice to the City, to allow the City to determine if it will exercise its Option.

(c) Option Purchase Price. If City purchases the Project pursuant to the Option, then the purchase price for the Project will be the fair market value of the Project for purposes of this subsection, determined as follows: The fair market value of the Project will be determined by an appraisal that: (i) takes into account the net balances of all of the applicable Project cash accounts; (ii) disregards the determination of the amount of indebtedness and taxes; (iii) values the Project as restricted to low and moderate income housing development as provided in the Declaration; (iv) takes into account any loan agreements or regulatory agreements pertaining to the Project; and (v) takes into account the terms of any assumable financing. Any appraiser performing an appraisal under this Agreement must be a member of the Appraisal Institute with not less than five (5) years’ experience valuing projects like the Project in the geographic area where the Project is located. Within thirty (30) days after Owner receives an Appraisal Notice or Exercise Notice, Owner will notify City of Owner’s determination of the fair market value for the Project in consideration of all of the assumptions and other criteria set forth in this subsection above. If City disputes Owner’s determination of the fair market value, City will notify Owner within fourteen (14) days after Owner’s notice to City of the fair market value and the dispute will be resolved as follows:

(i) Within thirty (30) days after Owner’s notice to City of the fair market value, Owner and City will attempt in good faith to meet no less than two (2) times, at a mutually agreeable time and place, to attempt to resolve the disagreement.

(ii) If within that thirty (30)-day period Owner and City cannot agree on the fair market value, then each will select one appraiser to determine the fair market value. Within thirty (30) days after the expiration of the thirty (30) day consultation period, each party will cause its appraiser prepare and complete an appraisal report determining the fair market value and submit the report to Owner and City.

(iii) If only one appraisal report is submitted within that 30-day period, then the fair market value determined in that appraisal report will be used to establish the Purchase Price for the Project. If both appraisal reports are submitted within the 30-day period, and if the fair market values determined in the two appraisal reports differ by less than ten percent (10%) of the higher of the two, then the average of the two will be the fair market value. If the fair market value in the two appraisal reports differ by more than ten percent (10%) of the higher of the two, then the two appraisers will immediately select a third appraiser. Within thirty (30) days after the third appraiser is selected, the third appraiser will prepare an appraisal report determining the fair market value and submit the report to Owner and City. The fair market value determined in the third appraisal report will then be averaged with the closer of the fair market values from the two previous appraisals and the result will be the fair market value.

(iv) If City's Director of Property does not approve the fair market value as determined by the appraisal procedure specified above, the Director of Property may revoke City's exercise of the Extension Option. Owner and City will pay the cost of the appraiser it selects and one-half of the cost of the third appraiser.

3. Completion of Sale.

(a) Permitted Encumbrances. Within ten (10) business days after Owner receives an Exercise Notice, Owner will deliver to the City a current preliminary title report issued by a title company reasonably acceptable to the City showing such encumbrances and exceptions to title insurance coverage. Owner will convey fee simple title to the real property in the Project by grant deed subject only to all encumbrances, easements, covenants, conditions, restrictions, and other matters of record as of the Effective Date (excluding however, and free and clear of, the lien of any contractor, supplier materials provider, or the lien of any deeds of trust or other encumbrances securing any indebtedness of Owner), and any Permitted Future Encumbrances (as defined below), any off record matters ascertainable by an inspection or survey of the Project, interests of parties in possession, zoning and other laws applicable to the Project, and the lien not yet delinquent for taxes for real property, and any non-delinquent general or special assessments against the real property (collectively, "**Approved Title Exceptions**"). Owner will cause a title company to issue, upon close of escrow, an ALTA or CLTA (as the City elects) owner's policy of title insurance dated as of the close of escrow, in an amount equal to the purchase price, showing title to the real property in the Project vested in the City and subject only to Approved Title Exceptions. "**Permitted Future Encumbrances**" means, to the extent reasonably necessary for the operations of the Project as conducted or contemplated to be conducted as of the Effective Date, any third-party easement for utility, data, telecommunications, or ingress and egress; and any reciprocal easement agreement or covenants, conditions, and restrictions, granted and/or entered into by Owner. Owner will convey unencumbered title to the other property in the Project (including personal property, intangible property, accounts, plans, warranties, records, etc.) by bill of sale, assignment, or other document of conveyance acceptable to the City.

(b) Closing Requirements. The closing of the sale of the Project will be through an escrow opened with a title company reasonably acceptable to the City. Escrow for the sale of the Project will close no later than three hundred sixty-five (365) days after Owner's receipt of the Exercise Notice, unless otherwise agreed upon by Owner and the City. The costs of the sale will be apportioned between Owner and the City according to the custom then in effect in San Francisco County, California. The following will apply to the sale of the Project: (i) the sale of the Project will be on an as-is, where-is basis, with customary representations and warranties, including those implied in a California grant deed; and (ii) rents, insurance, taxes, operating expenses, and debt service then due and payable will be apportioned as of the day the grant deed is actually recorded in the official records of San Francisco County, California. Notwithstanding anything to the contrary contained in this Agreement, if City fails to purchase the Project for any reason after delivery of an Exercise Notice, then the City's liability under this Agreement will be limited solely to the termination of the Option and any other of the City's rights under this Agreement, and Owner will have no right or cause to seek any damages against the City for failure to purchase the Project.

4. No Subordination. The City's Option may not be subordinated to any first tier lien of any deeds of trust or other encumbrances against the Project securing any indebtedness of

Owner after the Effective Date without the City's prior written consent, which may be given or withheld in the City's sole discretion.

5. Quitclaim Deed and Termination of Option. Upon termination of the Option, the City agrees, upon Owner's request, to (i) execute and deliver to Owner a quitclaim deed, releasing all of the City's rights, title, and interest in and to the Project, and (ii) execute, acknowledge, and deliver such other documents as may be reasonably required by Owner's title company to remove the cloud of the Option from title to the Project.

6. Notices. Notices, demands, and communications between the parties must be in writing and will be served personally or by United States mail, sent certified, return receipt requested, post prepaid, and,

if intended for Owner, or Manager, addressed to:

San Francisco, CA _____
Attn: [Title]

and

San Francisco, CA _____
Attn: [Title]

With a Copy to:

if intended for the City, addressed to:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Re: Mission Bundle Option to Purchase
Attn: Director

with copies of all notices to be sent to:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

or to such address as a party may have furnished to the other in writing as a place for the service or notice. Any notice delivered personally or so mailed will be deemed to have been received on the delivery date, or the date that delivery is refused by the addressee, as shown in the records of the deliverer or on the return receipt, as applicable.

7. Reserved.

8. Miscellaneous.

(a) Each party to this Agreement represents and warrants that it has not had or will have any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction contemplated under this Agreement. Each party to this Agreement will indemnify and hold harmless the other parties from and against costs, expenses, and liabilities for compensation, commissions, or charges that may be claimed by any broker, finder, or similar party because of any actions of the indemnifying party.

(b) The rights and obligations of the parties under this Agreement will inure to the benefit of, and will bind their respective successors and assigns, including any successor to the interest of Owner in and to the Project. Upon any transfer or conveyance of the Project or any interest therein or in Manager where the prior consent of the City is required by the terms of any agreement to which Owner and/or the Manager is a party, in addition to such conditions as the City may be entitled to impose under the other agreements, the Manager and/or the transferee will execute any documentation reasonably required by the City to acknowledge and affirm the City's option under this Agreement. The Option is assignable by City on prior written notice to, but otherwise without the consent of, the Owner. Notwithstanding anything to the contrary contained in this Agreement, the City's obligation to purchase the Project after exercise of the Option will be conditioned on the approval and authorization of such transaction by the City's Board of Supervisors and Mayor, each in their sole and absolute discretion. This condition will not be required if the City assigns its rights under this Agreement to a third party.

(c) The captions used in this Agreement are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(d) Time is of the essence of each and every agreement, covenant, and condition of this Agreement.

(e) This Agreement will be interpreted in accordance with, and governed by, the laws of the State of California.

(f) This Agreement constitutes the entire agreement by and among the parties with respect to the grant of the City of an option to purchase the Project unrelated to the right of City as a lender under any loan made by the City to Owner, and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties; provided, however, no amendment or modification will be effective unless consented to in writing by the parties.

(g) The parties will record a Memorandum of Purchase Option Agreement in the Official Records of the City and County of San Francisco, California evidencing the rights of the City under this Agreement, in form and substance reasonably acceptable to the City.

9. Assignment of Option. In the event that City exercises its rights to the Option pursuant to this Agreement, City may assign this Agreement and all of City's rights hereunder to a corporation that is tax-exempt under Section 501(c)(3) of the U.S. Internal Revenue Code and that is qualified to own and operate housing developments for low income persons; provided, however, that any such assignment shall be subject to all of the terms of this Agreement. City's right to assign pursuant to the preceding sentence shall only be permitted after City elects to exercise its rights to the Option, pursuant to this Agreement. City shall give prior written notice of any permitted assignment to the parties hereto and any such assignee shall enter into a written agreement accepting the assignment and assuming all of City's obligations under this Agreement. Except as specifically permitted herein, City's rights hereunder shall not be assignable.

IN WITNESS WHEREOF, Owner, City, and Manager have executed this Agreement as of the date first above written.

OWNER:

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation
Its: sole member and manager

By: _____
Name: Luis Granados
Its: Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED]

[Signatures Continue on Following Page]

MANAGER

Mission Economic Development Agency,
a California nonprofit public benefit
corporation

By: _____
Name: Luis Granados
Title: Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED]

[Signatures Continue on Following Page]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Daniel Adams
Director, Mayor's Office of Housing
and Community Development

[SIGNATURE ABOVE MUST BE NOTARIZED]

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

Exhibit A

Legal Description

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

TRACT ONE:

Parcel One:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 225 feet and 6 inches Southerly from the Southerly line of Eighteenth Street; running thence Southerly along said line of Guerrero Street 30 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 30 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Parcel Two:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 261 feet and 6 inches Northerly from the Northerly line of Nineteenth Street; running thence Northerly along said line of Guerrero Street 2 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 2 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Being part of Mission Block No. 78.

Assessor's Lot 078; Block 3587

TRACT TWO:

Parcel One:

Beginning at the point of intersection of the Southerly line of Precita Avenue and the Westerly line of Treat Avenue; running thence Westerly and along the said Southerly line of Precita Avenue 40 feet; thence at a right angle Southerly 60 feet; thence at a right angle Easterly 40 feet to the Westerly line of Treat Avenue; thence at a right angle Northerly along said line of Treat Avenue 60 feet to the Southerly line of Precita Avenue and the point of beginning.

Being a part of Precita Valley Lot No. 151.

Parcel Two:

Beginning at a point on the Westerly line of Treat Avenue, distant thereon 60 feet, Southerly from the Southerly line of Precita Avenue; running thence Southerly and along said line of Treat Avenue 10 feet; thence at a right angle Westerly 40 feet; thence at a right angle Northerly 10 feet; thence at a right angle Westerly 40 feet to the point of beginning.

Being part of Lot No. 8 Kingston's Subdivision of Precita Valley Lots 148 to 153.

Assessor's Lot 001; Block 5524

TRACT THREE:

Commencing at a point on the Southerly line of 20th Street, distant thereon 60 feet Easterly from the Easterly line of Shotwell Street; running thence Easterly along said line of 20th Street 35 feet, 6 inches; thence at a right angle Southerly 95 feet; thence at a right angle Westerly 35 feet, 6 inches; thence at a right angle Northerly 95 feet to the point of commencement.

Being a portion of Mission Block No. 56.

Assessor's Lot 060; Block 3611

TRACT FOUR:

Beginning at the point of intersection of the Southerly line of Richland Avenue, with the Westerly line of Mission Street; running thence Southerly along said line of Mission Street 25 feet; thence Westerly and parallel with the Southerly line of Richland Avenue 100 feet; thence Northerly and parallel with said Westerly line of Mission Street 25 feet to the Southerly line of Richland Avenue; thence Easterly along said line of Richland Avenue 100 feet to the point of beginning.

Being Lot No. 18, in Block "E" French and Gilman Tract

Assessor's Lot 001; Block 6692

TRACT FIVE:

Beginning at a point on the Easterly line of Lapidge Street, distant thereon 175 feet Northerly from the Northerly line of 19th Street; running thence Northerly along said line of Lapidge Street 25 feet; thence at a right angle Easterly 80 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 80 feet to the point of beginning.

Being a portion of Mission Block No. 71.

Assessors' Lot 022; Block 3588

TRACT SIX:

Beginning at a point on the Easterly line of Shotwell Street, distant thereon 150 feet Southerly from the Southerly line of 24th Street; running thence Southerly and along said line of Shotwell Street, 50 feet; thence at a right angle Easterly, 122 feet and 6 inches; thence at a right angle Northerly, 50 feet; thence at a right angle Westerly, 122 feet and 6 inches, to the point of

beginning.

Being part of Mission Block No. 172.

Assessor's Lot 031; Block 6520

TRACT SEVEN:

Beginning at a point on the Easterly line of Mission Street, distant thereon 95 feet Southerly from the Southerly line of 18th Street; running thence Southerly along said line of Mission Street 30 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 122 feet and 6 inches to the point of beginning.

Being a part of Mission Block No. 61.

Assessor's Parcel No: Lot 033, Block: 3590

TRACT EIGHT:

Beginning at a point on the Northerly line of Precita Avenue, distant thereon 89 feet, 4-5/8 inches Easterly from the Southeasterly line of Mission Street; running thence Northeasterly parallel with the Southeasterly line of Mission Street 148 feet, 7-1/8 inches to a point distant Southeasterly 83 feet, 6 inches from the Southeasterly line of Mission Street, measured at a right angle thereto from a point in said Southeasterly line of Mission Street, distant thereon 180 feet Northeasterly from the Northerly line of Precita Avenue; running thence Southeasterly at a right angle to said Southeasterly line of Mission Street 16 feet, 4-1/8 inches; thence Southwesterly 137 feet, 6-1/4 inches, more or less, to a point on the Northerly line of Precita Avenue, distant thereon 120 feet, 5 inches Easterly from the Southeasterly line of Mission Street; thence Westerly along the Northerly line of Precita Avenue 31 feet, 3/8 of an inch to the point of beginning.

Being a portion of Precita Valley Lands.

Assessor's Lot 043; Block 5501

TRACT NINE:

Beginning at a point on the Northeasterly line of Fair Avenue, distant thereon 135 feet and 6- 1/2 inches Southeasterly from the Southeasterly line of Mission Street; running thence Southeasterly along said line of Fair Avenue 22 feet and 11-1/2 inches; thence at a right angle Northeasterly 100 feet; thence at a right angle Southwesterly 22 feet and 11-1/2 inches; thence at a right angle Southwesterly 100 feet to the point of beginning.

Being a portion of Precita Valley Lots No. 356 and 357

Assessor's Lot 007; Block 5609

TRACT TEN:

Commencing at the point of intersection of the Southerly line of 26th Street and the Westerly line of Capp Street; running thence Westerly and along said line of 26th Street 25 feet; thence at a right angle Southerly 100 feet, more or less, to the Northwesterly line of Capp Street; thence Northwesterly along said line of Capp Street 31 feet, more or less, to the Westerly line of Capp Street; thence Northerly along said line of Capp Street 87 feet, 9 inches, more or less, to the point of commencement.

Being part of Mission Block No. 199.

Assessor's Lot 001; Block 6570

TRACT ELEVEN:

Beginning at the intersection of the Easterly line of South Van Ness Avenue and the Northerly line of 24th Street, running thence Northerly along said line of South Van Ness Avenue 35 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 35 feet to the Northerly line of 24th Street; and running thence Westerly along said line of 24th Street 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Together with and as an appurtenant to the above described property an Easement for pedestrian ingress and egress over, upon and across the following described parcel of land: Beginning at a point on the Easterly line of South Van Ness Avenue, formerly Howard Street, distant thereon 35 feet Northerly from the Northerly line of 24th Street; running thence Northerly along said line of South Van Ness Avenue 5 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 5 feet; thence at a right angle Westerly 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Assessor's Lot 023; Block 3641

TRACT TWELVE:

Beginning at a point of intersection of the Easterly line of Bradford Street with the Southerly line of Cortland Avenue; running thence Southerly along said line of Bradford Street 30 feet; thence at right angle Easterly 70 feet; thence at a right angle Northerly 30 feet to the Southerly line of Cortland Avenue, thence at a right angle Westerly said along line of Cortland 70 feet to the point of beginning.

Being a portion of Lot No. 1293 of Gift Map No. 2, as per Map thereof filed in the Office of the County Recorder of the City and County of San Francisco, State of California, November 7, 1861, recorded in Book 2, "A and B", of Maps, Page 13.

APN: Lot 044; Block 5690

TRACT THIRTEEN:

Beginning at a point on the Northerly line of Richland Avenue, distant thereof 237 feet and 6 inches Westerly from the Westerly line of Murray Street; running thence Westerly and along said line of Richland Avenue 37 feet and 6 inches; thence at a right angle Northerly 100 feet; thence at a right angle Easterly 37 feet and 6 inches; thence at a right angle Southerly 100 feet to the point of beginning.

Being all of Lot No. 45 and the Westerly one-half of Lot No. 44 in Block No. 4 Holly Park Tract.

Assessor's Lot 010; Block 5720

TRACT FOURTEEN:

Beginning at a point on the Westerly line of San Jose Avenue, distant thereon 85 feet Northerly from the Northerly line of 26th Street; running thence Northerly along said Westerly line of San Jose Avenue 27 feet; thence at a right angle Westerly 120 feet and 3 inches; thence at a right angle Southerly 27 feet; thence at a right angle Easterly 120 feet and 3 inches to the point of beginning.

Being a portion of Block No. 6, Horner's Addition.

Assessor's Lot 34, Block 6532

TRACT FIFTEEN:

Lot No. 452, Gift Map No. 2, as per Map of said tract filed November 7, 1861, in the Office of the Recorder of the City and County of San Francisco, State of California, and recorded in Book 2 "A" and "B" of Maps, Page 13.

Assessor's Lot 005; Block 5683

Street Addresses:

Tract One:

642-646 Guerrero Street
San Francisco, CA 94110
APN: Block: 3587 Lot: 078

Tract Two:

344-348 Precita Avenue
San Francisco, CA 94110

APN: Block: 5524 Lot: 001

Tract Three:
3329-3333 20th Street
San Francisco, CA 94110
APN: Block: 3611 Lot: 060

Tract Four:
3800-3804 Mission Street
San Francisco, CA 94110
APN: Block: 6692 Lot: 001

Tract Five:
63-67 Lapidge Street
San Francisco, CA 94110
APN: Block: 3588 Lot: 022

Tract Six:
1015 Shotwell Street
San Francisco, CA 94110
APN: Block: 6520 Lot: 031

Tract Seven:
2217-2221 Mission Street
San Francisco, CA 94110
APN: Block: 3590 Lot: 033

Tract Eight:
19-23 Precita Avenue
San Francisco, CA 94110
APN: Block: 5501 Lot: 043

Tract Nine:
29-35 Fair Avenue
San Francisco, CA 94110
APN: Block: 5609 Lot: 007

Tract Ten:
3353 26th Street
San Francisco, CA 94110
APN: Block: 6570 Lot: 001

Tract Eleven:
3182-3198 24th Street
San Francisco, CA 94110
APN: Block: 3641 Lot: 023

Tract Twelve:
1500 Cortland Avenue
San Francisco, CA 94110
APN: Block: 5690 Lot: 044

Tract Thirteen:
269-271 Richland Avenue
San Francisco, CA 94110
APN: Block: 5720 Lot: 010

Tract Fourteen:
380 San Jose Avenue
San Francisco, CA 94110
APN: Block 6532 Lot: 034

Tract Fifteen:
3840 Folsom Street
San Francisco, CA 94110
APN: Block 5683 Lot: 005

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

REHABILITATION & PERMANENT FINANCING

MEDA BUNDLE

BUDGET AND FINANCE COMMITTEE

OCTOBER 22, 2025

- 3329-3333 20th Street
- 3182-3198 24th Street
- 3353 26th Street
- 1500 Cortland Avenue
- 35 Fair Avenue
- 3840 Folsom Street
- 642-646 Guerrero Street
- 63-67 Lapidge Street
- 2217-2221 Mission Street
- 3800 Mission Street
- 19-23 Precita Avenue
- 344-348 Precita Avenue
- 269-271 Richland Avenue
- 380 San Jose Avenue
- 1015 Shotwell Street

AMANDA FUKUTOME-LOPEZ
PRESERVATION PROJECT MANAGER

PROJECT SPONSOR: MISSION ECONOMIC DEVELOPMENT AGENCY

PROJECT DETAILS

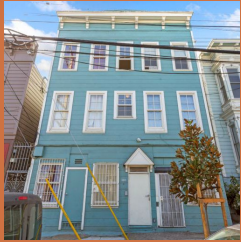
- Rehabilitation and Permanent Financing Request:
 - **\$37,820,766 Small Sites Program Loan**
 - \$31,580,766 in existing loans
 - Up to \$6,240,000 in new Small Sites funds
 - \$13,000,000 Bank of San Francisco First Position Loan
 - Total Development Cost: \$50,820,766

Scattered Site Rehabilitation & Perm Financing Proposal

- Refinance existing first position mortgages
- Fund rehabilitation at 14 sites
- Support economies of scale and stabilize operations
- Replenish operating reserves and replacement reserves (for 10 years)
- Extend affordability restrictions at all sites

MEDA Bundle Project Overview: 89 residential units (16 studios, 57 1-BR, 11 2-BR, & 5 3-BR) and 9 commercial units

3329 20th St
10 units- 5 studio, 5 1BR



3182 24th St
13 units- 4 studio, 2 1BR, 2 3BR,
5 commercial



3353 26th St
11 units- 3 studio, 6 1BR, 1 2BR,
1 commercial



1500 Cortland Ave
4 units- 2 1BR, 2 2BR



35 Fair Ave
4 units- 4 1BR



3480 Folsom St
4 units- 3 1BR, 1 2BR



642 Guerrero St
4 units- 3 1BR, 1 2BR



63 Lapidge St
6 units- 6 1BR



2217 Mission St
9 units- 6 1BR, 2 2BR
1 commercial



3800 Mission St
6 units- 1 studio, 4 1BR
1 commercial



19 Precita Ave
3 units- 3 3BR



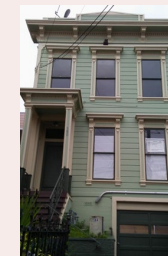
344 Precita Ave
4 units- 1 studio, 1 1BR, 1 2 BR



269 Richland Ave
6 units- 4 1BR, 2 2BR



380 San Jose Ave
4 units- 4 1BR



1015 Shotwell St
10 units- 2 studio, 7 1BR, 1 2BR



PROJECT DETAILS- BUNDLING

	Single Property	Bundle Approach
Unit count	Low unit count- properties can experience cashflow volatility if there are prolonged vacancies or higher than anticipated expense increases	Higher unit count- bundling can support lower performing projects that may have more pronounced cashflow swings
Reserves	Individual reserves- higher than anticipated capital or operating needs can deplete project reserves	Shared reserves- allows properties to lean on one another for larger capital needs or unanticipated increases in operating expenses
Debt Service	Debt service is supported by the operations of one property, which can be challenging for lower unit count buildings during prolonged vacancies or higher than anticipated expense increases	Debt service is supported by the operations of all properties (i.e., higher performing properties may support lower performing properties)
Refinancing	Individual properties would need to be refinanced, and the Sponsor may run into challenges refinancing lower performing properties	Bundling will refinance the individual loans and allow all properties to receive a favorable loan terms

PROJECT DETAILS- FINANCING

Funding Source	Prior Funding	New Funding	Total Loan Balances Following Refinance
Non-City 1st Position Loans	\$14,029,787 (Payoff amounts through 8/31/2025. To be repaid as part of this request.)	\$13,000,000 (Bank of San Francisco proposed 1st position loan)	\$13,000,000 (Bank of San Francisco proposed 1st position loan)
Small Sites Program	\$31,580,766 (15 existing SSP loans will be consolidated as part of this request.)	Up to \$6,240,000 (Additional SSP funds)	Up to \$37,830,766

PROPOSED PROJECT- REHABILITATION

Rehabilitation Scope

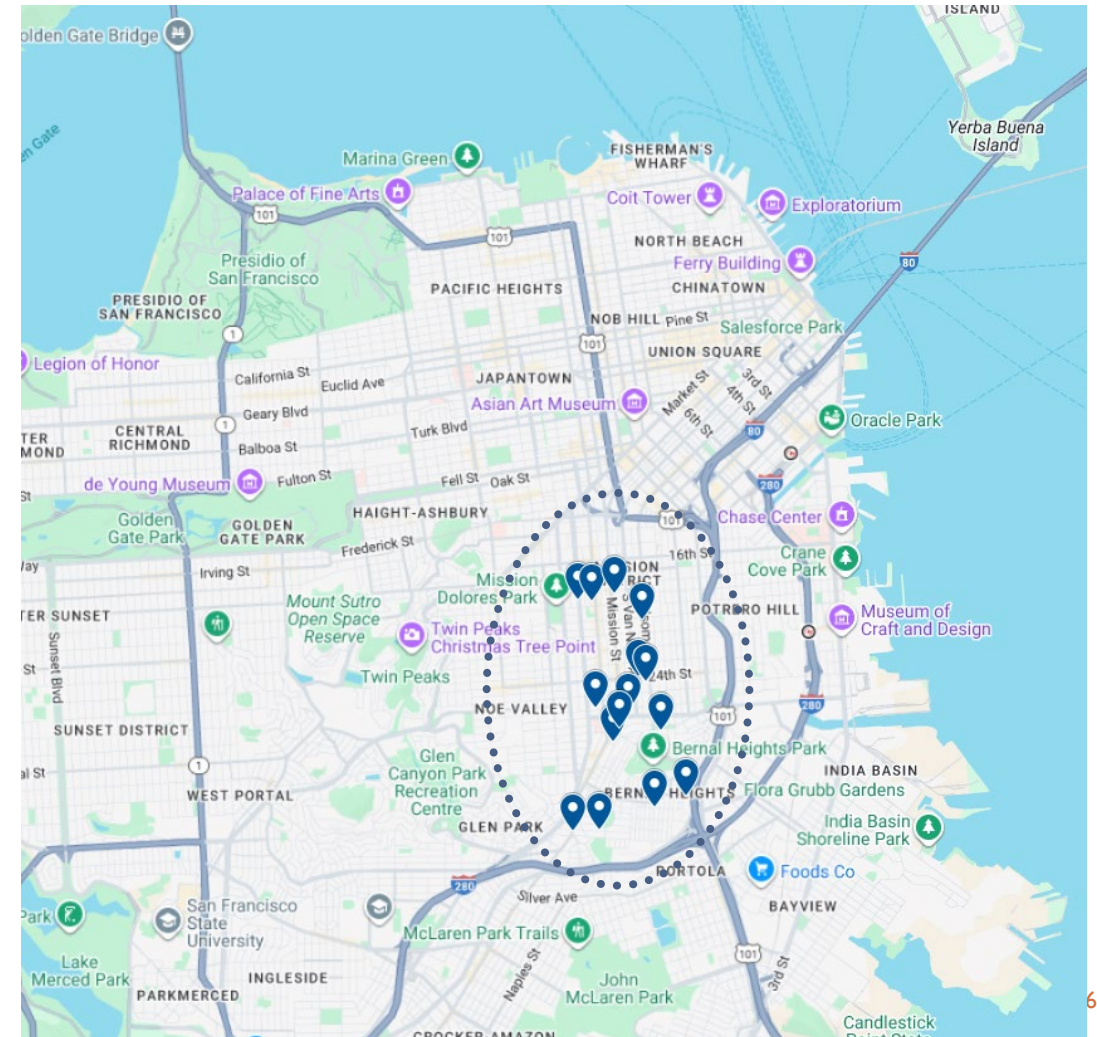
- Exterior siding repair
- Window replacement
- Electrical upgrades
- Stair repair
- HVAC upgrades
- Plumbing upgrades
- Roof replacement
- Common area improvements
- Stair repair
- Unit repairs

Timeline:

- Spring 2026: Start Rehabilitation
- Spring 2027: Complete Rehabilitation

Key Outcomes of the MEDA Bundle:

- Refinance and stabilize the portfolio of properties
- Rehabilitate 14 properties and improve resident quality of life
- Support organizational outcomes and stability



SHEILA NICKOLOPOULOS

DIRECTOR OF POLICY & LEGISLATIVE AFFAIRS
SHEILA.NICKOLOPOULOS@SFGOV.ORG

JACKIE TSOU

DIRECTOR OF MULTIFAMILY ASSET MANAGEMENT AND PRESERVATION
JACKIE.TSOU@SFGOV.ORG

AMANDA FUKUTOME-LOPEZ

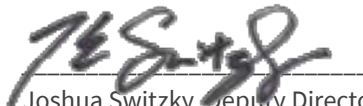
PRESERVATION PROJECT MANAGER
AMANDA.FUKUTOME-LOPE@SFGOV.ORG

THANK YOU!



GENERAL PLAN REFERRAL

September 23, 2025

Case No.: 2024-009355GPR
Address: 344 Precita Ave. San Francisco, CA 94110; 3182 24th St. San Francisco, CA 94110; 3329 20th St. San Francisco, CA 94110; 35 Fair Ave. San Francisco, CA 94110; 3353 26th Street San Francisco, CA 94110; 3800 Mission St. San Francisco, CA 94110; 1015 Shotwell St. San Francisco, CA 94110; 2217 Mission St. San Francisco, CA 94110; 1500 Cortland St. San Francisco, CA 94110; 269 Richland Ave. San Francisco, CA 94110; 19 Precita Ave. San Francisco, CA 94110; 63 Lapidge St. San Francisco, CA 94110; 642 Guerrero St. San Francisco, CA 94110; 3840 Folsom St. San Francisco, CA 94110; 380 San Jose Avenue, San Francisco 94110
Block/Lot Nos.: 5524-001, 3641-023, 3611-060, 5609-007, 6570-001, 6692-001, 6520-031, 3590-033, 5690-044, 5720-010, 5501-043, 3588-022, 3587-078, 5683-005, 6532-034
Project Sponsor: Mayor's Office of Housing & Community Development
Applicant: Daniel Cruz
Mission Economic Development Agency (MEDA)
(415) 237-3380
ldcruz@medasf.org
2301 Mission Street Suite 301
San Francisco, CA 94110
Staff Contact: David H. Garcia – (628) 652 7433
david.h.garcia@sfgov.org
Recommended By: 
Joshua Switzky, Deputy Director of Citywide Policy for
Sarah Dennis Phillips, Director of Planning

Finding: The project, on balance, is **in conformity** with the General Plan.

Please note that a General Plan Referral is a determination regarding the project's consistency with the Eight Priority Policies of Planning Code Section 101.1 and conformity with the Objectives and Policies of the General Plan. This General Plan Referral is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

Project Description

The Project will fund the refinancing and rehabilitation of 15 properties currently owned and operated by Mission Economic Development Agency (MEDA), which include approximately 89 residential and 9 commercial units throughout the Mission District. This refinancing will preserve affordability for all 89 units, supporting residents, small businesses, and non-profits for the next 40 years+, with allocated funds for essential repairs and improvements. Through MOHCD's Housing Preservation Program (HPP), the Project will ensure long-term affordability, providing stable housing and commercial space

Of the 89 residential units, 78 are currently occupied by tenants. All 9 commercial units are currently occupied, with 7 leased to small businesses and 2 to non-profits. The Project aims to support these local enterprises by upholding SF MOHCD standards and regulations in its ownership and management of the buildings. These ground-floor retail spaces feature a range of businesses, including entertainment, retail, food, and beauty services and non-profits including Precita Eyes Muralists Studio and Homies Organizing the Mission to Empower Youth (HOMEY). Through refinancing, MEDA will sustain its ownership and provide long-term stability for these commercial tenants.

The proposed upgrades include enhancements to building exteriors, interiors, electrical systems, plumbing, site access, and security, without significant changes to the units or surrounding areas. These improvements focus on essential life and safety needs, with no seismic retrofitting or major facade work required. On-site parking at some buildings will remain unchanged, ensuring no impact on commuter experience. This Project primarily represents a financial restructuring, with no substantial exterior modifications expected to affect nearby areas or uses.

Environmental Review

The Project is not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a direct or indirect physical change in the environment.

General Plan Compliance and Basis for Recommendation

As described below, the proposed Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

HOUSING ELEMENT

OBJECTIVE 1.A

ENSURE HOUSING STABILITY AND HEALTHY HOMES.

Policy 39

Support the repair and rehabilitation of housing to ensure life safety, health, and well-being of residents, especially in Environmental Justice Communities, and to support sustainable building practices.

The Project would finance the repair and rehabilitation of existing affordable housing in the Mission District, an Environmental Justice Community.

MISSION AREA PLAN

OBJECTIVE 2.2

RETAIN AND IMPROVE EXISTING HOUSING AFFORDABLE TO PEOPLE OF ALL INCOMES.

Policy 2.2.2

Preserve viability of existing rental units.

The Project would finance the repair and rehabilitation of existing rental housing. Across all 15 buildings, units are serving extremely Low Income households, very low Income households, and low Income households.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project would continue to support existing neighborhood-serving retail uses and future opportunities for resident employment in and ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would conserve and protect existing housing and would preserve neighborhood diversity by preserving affordable housing.

3. That the City's supply of affordable housing be preserved and enhanced;

The Project would help preserve and enhance the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would have no effect on commuter traffic, MUNI transit service, streets, or neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident

employment and ownership in these sectors be enhanced;

The Project would have no effect on the City’s industrial or service sectors or on future opportunities for resident employment or ownership in these sectors.

- 6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project would rehabilitate existing housing and would thus enhance the City’s preparedness to protect against injury and loss of life in an earthquake.

- 7. That the landmarks and historic buildings be preserved;

The Project would have no effect on landmarks and historic buildings.

- 8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would have no effect on the City’s parks and open space and their access to sunlight and vistas.

Finding:	The project, on balance, is in conformity with the General Plan.
-----------------	---

Citywide Affordable Housing Loan Committee
Small Sites Program Loan Evaluation

Mayor's Office of Housing and Community Development
Department of Homelessness and Supportive Housing
Office of Community Investment and Infrastructure
Controller's Office of Public Finance

MEDA Refinance and Rehabilitation Bundle

Small Sites Program Loan Consolidation and Upsize Request of up to \$37,820,766

Evaluation of Request for:	Permanent Financing
Loan Committee Date:	September 19, 2025
Prepared By:	Amanda Fukutome-Lopez, Project Manager
Construction Representative:	Carrie Thomas
Asset Manager:	Carmen Otero
Amount of Existing SSP Funds	Up to \$31,580,766
Amount of Additional SSP Funds Recommended	Up to \$6,240,000
Applicant/Sponsor(s) Name:	Mission Economic Development Agency (MEDA)
Number of Units with Unit Mix:	15 Buildings 98 units total 89 residential (16 studio, 57 1BR, 11 2BR, & 5 3BR) 9 commercial
District/Supervisor:	District 9/Jackie Fielder District 8/Rafael Mandelman

1. SUMMARY/BRIEF PROJECT UPDATE

Mission Economic Development Agency (“MEDA,” “Sponsor,” or “MEDA Precita Small Properties, LLC”) requests the consolidation of up to \$31,580,766 in Small Sites Program (“SSP”) funding and an additional \$6,240,000 in SSP funding from the Mayor’s Office of Housing and Community Development (“MOHCD”) for the refinancing and rehabilitation of 15 MEDA-owned Small Sites properties, totaling 89 residential units and 9 commercial units (the “Sites,” “Project,” “Bundle,” or “MEDA Bundle”) located at:

- 1) 3329-3333 20th Street (“3329 20th Street”)
- 2) 3182-3198 24th Street (“3182 24th Street”)
- 3) 3353 26th Street
- 4) 1500 Cortland Avenue
- 5) 35 Fair Avenue
- 6) 3840 Folsom Street
- 7) 642-646 Guerrero Street (“642 Guerrero Street”)
- 8) 63-67 Lapidge Street (“63 Lapidge Street”)
- 9) 2217-2221 Mission Street (“2217 Mission Street”)
- 10) 3800 Mission Street
- 11) 19-23 Precita Avenue (“19 Precita Avenue”)
- 12) 344-348 Precita Avenue (“344 Precita Avenue”)
- 13) 269-271 Richland Avenue (“269 Richland Avenue”)
- 14) 380 San Jose Avenue
- 15) 1015 Shotwell Street

This request “bundles” these 15 properties together in a scattered sites project henceforth, and combines reserves, income/receipts and expenses for all the Sites. SSP supports the stabilization of at-risk communities by providing acquisition and preservation loans to convert rent-controlled properties into permanently affordable housing. SSP buildings are acquired from the speculative market and are lower in unit count than new construction projects, generally ranging from 5-40 units. SSP buildings are expected to support first position debt and average 80% AMI rents to ensure their financial feasibility. MEDA was one of the earliest adopters of SSP and holds the largest SSP portfolio of any MOHCD Sponsor, at over 400 units.

In 2019, the Preservation and Seismic Safety Program (PASS) was created to provide preservation projects undergoing rehabilitation with competitive first position mortgage rates. Before this loan product became available for Small Site properties, sponsors were expected to obtain a first position loan from a private lender. These non-City first position loans were

typically 10 to 15-year terms with variable or adjustable interest rates and a balloon payment due at the end of the term. Because the 15 MEDA Bundle properties are some of the earliest Small Sites acquisitions, with acquisition dates ranging from January 2016 to November 2017, all have first position mortgages with private lenders and require refinancing before the end of 2025 to address upcoming loan maturities and unsustainable debt service payments. In addition, all MEDA Bundle properties received SSP loans in tandem with their first mortgage closings with standard SSP terms: 3% simple interest for 40-year terms.

The introduction of the PASS loan program mitigated against some of the risk and instability of these conventional loan products, providing a 40-year loan term and below market interest rates. However, the PASS loan product can only be used for the acquisition, improvement, and/or rehabilitation of at-risk multifamily buildings and cannot be used to refinance existing debt. Therefore, the MEDA Bundle is not eligible to obtain a PASS loan for the refinancing of the first position mortgages, and MEDA has sought a new first position mortgage with a private lender, the Bank of San Francisco (“Bank”), to support the refinancing of these sites. Because the maximum proposed loan amount from Bank of San Francisco is less than the existing principal across the 15 sites, MEDA is requesting additional SSP funds to fill the gap.

The existing first position mortgages on the Project were sized in a pre-pandemic environment, in which underwriting was less conservative, and the local rental market was stronger. And because these Bundle properties were some of the first Small Sites acquisitions, their loans were sized on limited operating data. These factors, in addition to the unique feasibility challenges that smaller buildings pose, such as lack of economies of scale and dynamic cash flow swings due to vacancy loss and/or operating expense increases, have led to increasing pressure on these Small Sites properties that do not have PASS financing, and especially those with variable interest rates.

The Bundle properties have not been able to stabilize occupancy and income generation, and thus consistently cash flow, primarily due to variations from initial underwriting, increased operating expenses, high debt service payments, and high and prolonged vacancies. For more on the Bundle’s challenges with stabilization, please see **Section 2 and Section 8.4.1**.

MEDA believes bundling properties can improve their financial stability, namely the mix of properties provides a high enough number of units (98) and varied enough building typologies (3 unit residential to 13 unit mixed-use) for the Bundle to mitigate cash flow swings at individual sites and achieve operational efficiencies. Overall, the bundling will result in a

reduction of \$340k in annual debt service across the 15 sites. However, MOHCD staff note that bundling also comes with the risk that lower performing properties' challenges can be obscured for longer periods of time because the offsetting contribution of higher performing properties provides. In consultation with MOHCD Asset Management, conditions have been added to ensure MEDA is closely tracking performance of each of the Bundle properties through additional and more frequent reporting and will establish protective measures in the event the Bundle shows declining cashflow or reserves. For more information on additional reporting requirements, please see **Section 8.4** and **Section 12, Loan Conditions**.

The Bank of San Francisco loan will provide up to \$13,000,000 in first position hard debt, which is sized based on current rents and reflects current Small Sites underwriting and includes more conservative assumptions, including a 1.15 DSCR and 10% vacancy loss. The proposed Bank of San Francisco loan has a 15-year term, with a 40-year amortization, but has a fixed interest rate of 5.25% for only the first ten years. For more on the Bank of San Francisco loan, please see **Section 2** and **Section 8.2**. Because the loan only has a fixed rate for 10 of the 15 years, this evaluation and loan request contemplate addressing the Bundle's needs through the end of the Bank's fixed rate term, ending after Year 10. MEDA is responsible for identifying and implementing a recapitalization strategy for the Bundle after Year 10 in order to provide for all the Bundle's future financing needs without additional infusion of City soft debt subsidy in the future. Please see **Section 2** and **Section 9.3** for more on the Long-Term Sustainability Plan.

The proposed Bank of San Francisco loan is less than the \$14,029,787 payoff amount of the existing first position mortgages and will not provide funds for critical immediate rehabilitation needs, soft costs, or reserve replenishment. Therefore, MEDA is requesting up to an additional \$6,240,000 SSP loan to bridge the gap in the amount of loan payoff, fund immediate rehabilitation needs, soft costs, operating reserves, and replacement reserves that will cover the anticipated needs of the Bundle for at least 10 years.

The MEDA Bundle's immediate rehabilitation needs include, but are not limited to roof replacements, window replacements, electrical upgrades, plumbing repairs, siding repair/replacement, HVAC upgrades, and in-unit improvements. The CNA-identified capital needs anticipated to be funded through replacement reserves and addressed through Year 10 include exterior siding repair and replacement, plumbing repairs, electrical upgrade and repairs, window replacement, walkway and entry repair, stair repair, fence repair, door replacement, painting, and unit refurbishment. The Project currently has \$31,580,766 in existing SSP debt across the 15 properties which will be consolidated as a part of this request.

The Bundle includes all MEDA’s non-PASS Small Site properties that will require refinancing with a non-City lender. MEDA’s other Small Site properties all have PASS. However, even with PASS funding, a majority of MEDA’s Small Sites portfolio has had challenges cash flowing over the past few years. In order to address portfolio-wide challenges, MEDA has already prioritized reducing property vacancies and has improved the vacancy rate from 13.5% to 7% in the last 3 months. MEDA will implement rent increases to under-rent burdened tenants beginning 10/1/2025 and annually thereafter. Finally, by January 1, 2026, MEDA will provide an Operational and Organizational Plan to help improve interdepartmental coordination and performance, and to address the historic challenges of the Bundle and guide its future recapitalization strategy, MEDA will generate a Long-Term Sustainability Plan for the Bundle.

Total Project Costs and Sources

Funding Source	Prior Funding	New Funding	Total Loan Balances Following Refinance
Non-City 1st Position Loans	\$14,029,787 (Payoff amounts through 8/31/2025. To be repaid as part of this request.)	\$13,000,000 (Bank of San Francisco proposed 1 st position loan)	\$13,000,000 (Bank of San Francisco proposed 1 st position loan)
Small Sites Program	\$31,580,766 (\$322,253/unit) (15 existing SSP loans will be consolidated as part of this request.)	Up to \$6,240,000 (\$63,673/unit) (Additional SSP Funds)	Up to \$37,830,766 (\$386,028/unit)

Sources and Uses Table

Uses	Bank of San Francisco First Position Loan	Prior Small Sites Program (SSP) Loans	SSP Additional Funds (This Request)	Total SSP Funds Per Unit (Prior SSP Loans + Additional SSP Funds)
Original Acquisition and Rehabilitation	N/A	\$31,580,766		\$322,253
Repayment of First Position Mortgages	\$13,000,000		\$1,159,787	\$11,835
Construction-Hard Costs			\$1,967,739	\$20,079
Construction-GC Bond/Insurance & Overhead and Profit			\$354,193	\$3,614
Construction-Contingency			\$354,193	\$3,614
Soft Costs (incl. Contingency)			\$312,210	\$3,186
Operating Reserve Replenishment			\$473,572	\$4,832
Replacement Reserve Replenishment			\$1,618,306	\$16,513
Total	\$13,000,000	\$31,580,766	\$6,240,000	\$385,926

All 15 properties are currently owned by MEDA entities (MEDA Small Properties, LLC owns 14 and MEDA Precita Small Properties, LLC owns one, 344 Precita Avenue). Following the refinance, the 14 properties owned by MEDA Small Sites Properties, LLC will be acquired by MEDA Precita Small Properties, LLC, which will be the sole owner of the MEDA Bundle. To streamline loan administration and monitoring and support the Projects' financial feasibility, the prior SSP loans for \$31.6M and the additional \$6.2M will result in one new single SSP loan and will:

- 1) Support the takeout of existing hard debt private loans.
- 2) Simultaneously upsize and consolidate existing SSP debt.

- 3) Finance capital needs for rehabilitation across 14 properties that were not fully addressed at the time of acquisition due to factors including capital availability.
- 4) Utilize a shared approach to operating and replacement reserves to cross-subsidize sites within the Bundle.
- 5) Update underwriting standards for vacancy losses (increased from 5% to 10%) with the current standard SSP vacancy rate.

The bundled refinancing would result in a single financial statement for the 15 sites, resulting in one Annual Monitoring Report (AMR) submitted for the Project. However, each individual property will submit a separate Annual Occupancy Report (AOR) to report their occupancy data.

The table below summarizes the existing non-City loans secured by each of the 15 properties, existing SSP soft debt and additional SSP soft debt request. The consolidated SSP loan will have a 55-year term, 3% simple interest, and residual receipts repayment.

Existing and Proposed Loans Table

	Existing 1st Position Loans				Proposed Permanent Funding Sources (this request)	
Address	Lender	Current Interest Rate	Maturity Date	Payoff Amount (as of 8/31/2025)	Existing SSP Funds (3% Interest Rate)	Additional SSP Funds (3% Interest Rate)
3329 20 th Street	Boston Private	4.31% (10 YR, variable)	11/14/2026	\$784,110.04	\$2,540,000	
3182 24 th Street	Enterprise Community Loan Fund	3.83% (10 YR, fixed)	4/28/2027	\$2,030,165.19	\$5,012,000	
3353 26 th Street	Bank of San Francisco	5.76% (10 YR, variable)	11/6/2027	\$1,337,576.58	\$2,734,000	
1500 Cortland Avenue	Northern California Community Loan	5.25% (10 YR, fixed)	10/22/2026	\$439,763.77	\$1,262,000	

	Fund/Community Vision Capital					
35 Fair Avenue	Mechanics Bank	6.93% (15 YR, ARM) Interest rate may change every 6 months, with a maximum interest rate of 9.5%. Last increase was in March 2025.	8/1/2032	\$598,946.43	\$1,509,000	
3840 Folsom Street	Northern California Community Loan Fund/Community Vision Capital	5.25% (10 YR, fixed)	12/23/2026	\$441,553.46	\$1,292,199	
642 Guerrero Street	Mechanics Bank	4.95% (30 YR, ARM) Interest rate will change to 6.75% in February 2026. Monthly thereafter, interest rate will vary from 4.95%-9.95%.	2/1/2046	\$416,423.52	\$1,600,014	
63 Lapidge Street	Bank of San Francisco	6.36% (10 YR, variable)	4/12/2027	\$986,547.57	\$1,827,000	

2217 Mission Street	Boston Private	5.40% (10 YR, variable)	5/8/2027	\$1,881,814.78	\$2,608,000	
3800 Mission Street	Northern California Community Loan Fund	5.25% (10 YR, fixed)	2/24/2027	\$909,781.14	\$2,099,000	
19 Precita Avenue	Boston Private	5.23% (10 YR, variable)	5/26/2027	\$668,313.95	\$1,200,000	
344 Precita Avenue	Boston Private	3.88% (10 YR variable)	3/2/2026	\$626,820.39	\$1,385,000	
269 Richland Avenue	Enterprise Community Loan Fund	5.00% (10 YR, fixed)	3/10/2027	\$511,563.53	\$2,100,000	
380 San Jose Avenue	Chase/First Republic Bank	4.95% (30 YR, ARM) Interest rate will change to 6.75% in February 2026. Monthly thereafter, interest rate will vary from 4.95%-9.95%.	2/1/2046, (w/ adjustable rate change 2/1/2026)	\$499,911.77	\$1,431,553	
1015 Shotwell Street	Mechanics Bank	7.06% (15YR, ARM) Interest rate may change every 6 months, with a maximum interest	6/1/2032	\$1,896,495.07	\$2,981,000	

		rate of 9.5%. Last increase was in January 2025.				
Total				\$14,029,787	\$31,580,766	\$6,240,000

Proposed Loan Structure:

- 1) One loan agreement for the SSP funding with income and rent restrictions noted for each property;
- 2) One SSP promissory note;
- 3) Fifteen Declarations of Restrictions, one for each property, will be senior to all Deeds of Trust and will be effective for the Life of the Project (recorded in first position);
- 4) One SSP Deed of Trust recorded on title, reflecting the full value of all the SSP notes (recorded in third position and subordinated to the Bank of San Francisco Deed of Trust); and
- 5) One City Option to Purchase Agreement (recorded in fourth position).

Project Background:

The Project currently serves tenants with an average household income of 52%, with incomes for tenants of individual projects ranging from 0% to 144% AMI, and an average rent AMI of 62%, which is lower than the SSP goal of an average rent AMI of 80%. To support the Project's cashflow and meet the SSP rent AMI goal, MEDA has set the rent AMI of vacant units across the Project at an average of 76%, which is in line with the current rental market and will result in an average rent AMI of 64% at 100% occupancy of the Project. This is still well below the 80% rent AMI average that SSP properties seek to achieve. For more on the Project's AMI goals, please see **Section 6.11**.

Below is a table that provides building-level information for each property in the Bundle, including acquisition dates, units and typology, occupancy status, Rent AMIs, and Household AMIs.

Address	Acquisition Date	# Units	Occupied Residential Units	Average HH AMI	Tenant Income Range	Avg Rent AMI of Occupied Units*	Proposed Rent AMI of Vacant Units and 100%

							Occupied AMI**
3329 20th Street	11/17/2016	10 (5 studio; 5 1BR)	9/10 (1 unit receives rental assistance)	40%	0%-67% AMI	45%	77% (100% Occupied AMI = 48%)
3182 24 th Street	5/16/2017	13 8 residential (4 studio; 2 1BR; 2 3BR) 5 commercial	6/8 (1 unit receives rental assistance)	36%	0%-76% AMI	48%	78% (100% Occupied AMI = 56%)
3353 26 th Street	11/20/2017	11 10 residential (3 studio; 6 1BR; 1 2BR) 1 commercial	10/10 (2 units receive rental assistance)	39%	9%-87% AMI	59%	N/A
1500 Cortland Avenue	7/22/2016	4 (2 1BR; 2 2BR)	4/4	53%	20%-94% AMI	57%	N/A
35 Fair Avenue	7/7/2017	4 (4 1BR)	4/4	68%	65%-75% AMI	69%	N/A
3840 Folsom Street	9/23/2016	4 (3 1BR; 1 2BR)	4/4	79%	60%- 105% AMI	67%	84% (100% Occupied AMI = 68%)
642 Guerrero Street	1/19/2016	4 (3 1BR; 1 2BR)	4/4 (1 unit receives rental assistance)	59%	49-72% AMI	82%	75% (100% Occupied AMI = 67%)
63 Lapidge Street	4/14/2017	6 (6 1BR)	5/6 (1 unit receives rental assistance)	49%	18%-75% AMI	73%	90% (100% Occupied AMI = 75%)
2217 Mission Street	5/10/2017	9 8 residential (6 1BR; 2 2BR) 1 commercial	6/8 (1 unit receives rental assistance)	59%	10%- 115% AMI	65%	75% (100% Occupied AMI = 68%)

3800 Mission Street	2/14/2017	6 5 residential (1 studio; 4 1BR) 1 commercial	5/5 (1 unit receives rental assistance)	51%	21%-76% AMI	66%	N/A
19 Precita Avenue	9/29/2017	3 (3 3BR)	3/3	92%	43-144% AMI	69%	N/A
344 – 348 Precita Avenue	3/10/2017	4 3 residential (1 studio; 1 1BR; 1 2BR) 1 commercial	3/3	56%	50%-86% AMI	56%	N/A
269 Richland Avenue	3/10/2017	6 (4 1BR; 2 2BR)	6/6	57%	30%-80% AMI	67%	N/A
380 San Jose Avenue	1/22/2016	4 (4 1BR)	3/4 (1 unit receives rental assistance)	46%	19%-63% AMI	75%	54% (100% Occupied AMI = 71%)
1015 Shotwell Street	5/12/2017	10 (2 studio; 7 1BR; 1 2BR)	7/10 (1 unit receives rental assistance)	46%	17%-85% AMI	67%	79% (100% Occupied AMI = 66%)

*Includes proposed rent increases in October 2025.

**100% Occupied AMI includes proposed rent increases in October 2025.

The buildings are in average condition, though 14 of the 15 have immediate capital needs. All properties are compliant with the City's Mandatory Soft Story Retrofit Program. Six of the 15 properties received structural upgrades, as a part of their initial rehabilitation scopes.

As a part of this refinance, 14 properties will undergo some amount of rehabilitation related to life/safety and/or immediate needs. These needs are a combination of work identified in the individual CNAs provided at acquisition, for Years 7 to 11, and needs that were not identified in the CNAs at acquisition but are now considered immediate needs. While it is not typical for a project to undergo rehabilitation after ten years, the circumstances of the Bundle are unique. As some of the earliest Small Sites, these buildings had some of the leanest capitalized Replacement Reserve deposits in the portfolio of Small Sites acquisitions and were only sized to cover the first 10 years of operation. Replacement Reserves were depleted more quickly due to unforeseen capital needs and due to cash flow challenges at the sites that did not allow for the

replenishment of reserves, as modeled at acquisition. The Bundle now has a varied scope of work across 14 sites that addressed unforeseen needs and immediate needs previously identified in the CNA that cannot be otherwise completed, since the Replacement Reserves are underfunded. These circumstances justify the execution of a single rehabilitation scope to be started immediately after loan closing. For more on the rehabilitation scope and the property-specific scopes of work, please see **Section 6.5**. For the scope of previous rehabilitations, please see **Appendix D: Previous Rehab and ADA Compliance**.

2. PRINCIPAL DEVELOPMENT ISSUES

Stabilizing the Cashflow & Reducing Vacancies.

A primary goal of the MEDA Bundle is to provide the ability for properties to support one another when these smaller properties have higher vacancies, operating expense fluctuations, or capital needs. However, according to MEDA's 2023 AMRs, 13 properties in the Bundle had negative cash flow in 2023, one deposited excess cashflow into reserves, and only one made a residual receipts payment. The operating loss across the Project in 2023 was approximately \$400K, which included some bad debt write off that had accrued during the pandemic but had not yet been written off. The Bundle properties struggled to stabilize vacancy and income over the past few years due to variations from underwriting at acquisition, leasing challenges and vacancy loss, in addition to issues like bad debts and legal expenses. Ensuring that the properties are cash flowing is critical to MEDA's ability to stabilize the properties and the Bundle as a whole. MEDA will use lessons learned and incorporate updated and conservative underwriting assumptions to ensure Project cashflow. MEDA is also in the process of developing and implementing an income maximization strategy for their portfolio, which will be part of a forthcoming Operational and Organizational Plan. Please see **Section 8.4.1** for more on underwriting assumptions, leasing challenges, and the Operational and Organizational Plan.

Risk of a Large Bundle.

The MEDA Bundle would be the largest scattered site project, by number of properties, in MOHCD's portfolio. Though other scattered sites projects have more units, none have more than four properties in one bundle. Additionally, and as noted above, the 15-site Bundle includes a number of properties that underperformed in 2023, as reported in the AMRs. While the Project is anticipated to have positive cashflow, with the refinance of the first position mortgages and low vacancy, there is a risk that if there is continued underperformance, the Bundle may not cash flow and risk not being able to sustain its debt service payments, which may put the Project at risk of default. Responding to concerns, MEDA has analyzed different scenarios to ensure that the 15-site bundle is the best path forward for the projects and is also

working with the Bank of San Francisco to mitigate risk to the Bundle, in an event of underperformance. For more, see **Section 8.2**.

Sponsor's Improvement of Internal Coordination and Capacity.

Over the past 10 years, MEDA acquired 38 SSP properties and holds the largest portfolio of SSP properties among all developers. They have however experienced challenges with operating a number of their Small Sites. For more on operational challenges, see **Section 3**. While external factors, such as changes in the rental market and COVID-era impacts, have made it challenging to operate these sites, improving internal coordination and capacity was also identified to support efficient operation of the Sponsor's SSP portfolio. To support interdepartmental coordination, the delivery of efficient leasing, asset management functions, and portfolio stability, MEDA will deliver an Organizational and Operational Plan by January 1, 2026, as a condition of this loan. For more on the Organizational and Operational Plan, please see **Section 8.4.1**, and for more on Loan Conditions, please see **Section 12**.

Long-Term Sustainability of the Bundle

While the Bank of San Francisco loan has a 15-year term, the interest rate is only fixed at 5.25% for 10 years, after which time, the interest rate will adjust based on the five-year Constant Maturity Treasury, plus a one percent margin. While the Project cashflows for the first 10 years, after 10 years, the interest rate is unknown and the Replacement Reserve is projected to require replenishment, and there is uncertainty about the long-term sustainability of the Bundle. The Sponsor will be required to develop and implement a Long-Term Sustainability Plan for the Project as a condition of this Loan. For more on the Long-Term Stabilization Plan, see **Section 9.3**, and for Loan Conditions, see **Section 12**.

Adequately Funding Replacement Reserves.

When the individual properties in the Bundle were acquired, SSP Guidelines required that capitalized replacement reserve be sized at "the higher of \$2,000 per unit or the amount necessary to pay replacement costs for the next 10 years..." Current SSP Guidelines require the higher of \$2,000 per unit or the amount necessary to pay replacement costs for the next 20 years. The Bundle has a combined \$1.5M in existing Replacement Reserves, which is only enough to get the Project through the next 3-4 years, assuming no Replacement Reserve funds go towards funding immediate needs that are anticipated to be addressed through rehabilitation. To support the Project's capital needs while the Bundle identifies a solution for its long-term sustainability, MEDA is requesting to replenish Replacement Reserves to support the Project through 10 years of capital needs. For more on Replacement Reserves, see **Section 8.4.1**.

3. BORROWER/GRANTEE PROFILE

MEDA's mission is to strengthen low- and moderate-income Latino families by promoting economic equity and social justice through asset building and community development. Inspired by and rooted in the Mission District of San Francisco, MEDA envisions generations of Latino families that are part of vibrant, diverse, proud, and forward-thinking communities in which residents own their homes and businesses and are rooted and actively engaged in the civic and political life of their neighborhoods, and the institutions that affect their lives. MEDA provides integrated, culturally and linguistically responsive services to community members in the Mission District and beyond, including: policy, advocacy, and community leadership development; early learning and K-12 educational supports through their Mission Promise Neighborhood collaborative; financial capability coaching; business technical assistance; housing and homeownership counseling; affordable housing development; business and real estate lending through our subsidiary CDFI, Fondo Adelante; workforce development training and career placement; and free tax preparation.

In 2023, MEDA directly served 16,354 community members and reached an estimated 43,918 people through outreach and engagement work. 92% of client households are considered low-to-moderate income, and 85% identify as Latino. MEDA is actively engaged in providing and asset managing affordable housing for low-income San Franciscans. They have developed over 1,350 units of affordable housing, own over 300 residential Small Sites units, and MEDA also supports new construction activities, including the co-development of a 350-unit affordable housing site at 1979 Mission Street with Mission Housing Development Corporation. In 2024, MEDA launched Propiedades Adelante, their affiliated property management company, which serves the Bundle properties.

For more detailed experience of key staff and the Board of Directors, see **Appendix A.**

For recent development activity, see **Appendix B.**

3.1 Racial Equity Vision.

Mission Economic Development Agency (MEDA) is a place-based community development organization that is committed to expanding opportunities for all qualified individuals socially and economically through direct services in asset and wealth building and housing.

MEDA envisions generations of Mission District families and individuals thriving economically, excelling in education, launching businesses that create jobs, and driving policies that close opportunity gaps and foster prosperity.

MEDA has done this by (1) recruiting talent that is reflective of the community that they serve; (2) providing and facilitating community conversation sessions on topics of concern; (3)

engaging in community leadership development training to prepare community members to be effective advocates before decision-makers and influencers; and (4) hosting and participating in broader conversations in San Francisco and advocating for the production and preservation of affordable housing and commercial spaces for residents, small businesses, and cultural institutions.

MEDA's commitment to racial equity is also evident in its diverse workforce with a high percentage of BIPOC staff at all levels. The Board of Directors is 75% Latinx. MEDA's Chief Executive Officer, Chief Operating Officer and Chief Financial Officer are all BIPOC and two are women. Among the 12-person management team, 75% are people of color, and 60% identify as Latinx. Overall, MEDA's staff comprises 74% Latinx, 15% white, 7% Asian/Pacific Islander, 1% Black, and 3% Mixed/Other.

The Development Team consists of 17 members, including the Community Real Estate Officer, and is composed of 95% people of color, with over two-thirds identifying as Latinx, 1% Black, and more than 50% being women.

3.2 Asset Management Performance & Capacity.

With 38 properties, MEDA holds the largest portfolio of Small Sites Program projects among all sponsors. The portfolio includes over 400 residential units. Excluding 2901 16th Street and 2059 Mission Street, MEDA's most recent acquisitions that are a combined 81% vacant, MEDA's SSP portfolio had a vacancy rate of approximately 11% in May 2025.

MEDA's Asset Management team, of three full-time employees, and staff from MEDA's property management company, Propiedades Adelante, have extensive experience in managing and leasing commercial spaces, currently overseeing 43 commercial units within the Small Sites Portfolio.

MEDA has experienced challenges operating these sites over the past few years. According to 2023 AMRs, only eight out of 34 properties had excess cash flow, while 26 experienced losses, and according to 2022 AMRs, 23 of 29 properties had excess cash flow, while nine experienced losses. It should be noted that in 2023, MEDA reconciled bad debts from the previous few years, which may have skewed the extent of the reported losses in 2023 but obscured some of the losses in 2022. From 2021-2022, six of MEDA's SSP properties were granted forbearance and underwent loan workouts to address underperformance and COVID-era impacts, and some of these properties still underperform. In addition to underperformance of SSP properties,

MEDA has not been able to meet MOHCD's basic reporting requirements, including submitting 2023 AMRs in January 2025.

Despite Asset Management staffing levels, over the years MEDA has failed to meet MOHCD's reporting requirement in a timely way. For the 2022 reporting year, 30 out of MEDA's 32 Annual Monitoring Reports (AMRs) were submitted late. MEDA's 2023 AMRs (36 in total) were due on May 31, 2024, and were submitted in January 2025. Fourteen outstanding Annual Occupancy Reports (AOR-XLs), which were due on August 15, 2024, were completed and/or submitted in January 2025. 2024 AMRs were due on May 31, 2025. As of September 1, 2025, MOHCD has not received MEDA's 2024 AMRs. **As a Closing Condition, MEDA must submit missing data for 2023 AORs, and as a Post-Closing Loan Condition, MEDA must submit any outstanding and due AMRs as a condition of the first loan disbursement post-close.**

MEDA acknowledges past and recent challenges meeting their City reporting obligations in a timely manner. To address these challenges, MEDA's Asset Management is now meeting with Propiedades Adelante monthly to ensure timely and accurate financial reporting across the portfolio. MEDA has implemented Yardi for real-time oversight and improved coordination between property and asset management functions. In addition, MEDA has expanded its Community Real Estate Finance Team to respond to the complexities of affordable housing finance and to focus solely on affordable housing-related finance issues, while the broader Finance team focuses on organization accounting. Also, MEDA's Finance Department has streamlined the annual audit process, in an effort to meet reporting requirements on time. Having one AMR for the Bundle should also help to streamline AMR reporting, but AORs will remain building-level reports.

To ensure that MEDA will be able to submit timely AMR and AOR reports in the coming years, as a condition of this loan, MEDA will be required to 1) assess its procedures, staffing, and systems to identify the causes of late AOR and AMR reporting and submit their findings to MOHCH no later than January 1, 2026 (if not received by January 1, 2026, draws will be paused at that time until the assessment is received) and 2) propose a plan to address the identified causes, with an implementation timeline of 2-3 years no later than April 1, 2026. See **Section 12**.

3.4 Development Experience.

MEDA has a number of residential real estate projects in its portfolio. 38 of the projects are Small Sites projects.

	Developed	Owned
No. Projects	52	49
No. Units	1,394	1,361

4. SELECTION PROCESS

4.1 Small Sites Program Funding.

A Notice of Funding Availability (“NOFA”) was published on July 24, 2014 to provide acquisition and rehabilitation financing for multi-family rental buildings of 5 to 25 units. The NOFA established a fund to help stabilize buildings occupied by low- to moderate-income tenants throughout San Francisco that are particularly susceptible to market pressure resulting in property sales, evictions, and rising tenant rents. Since the NOFA’s publication and submission deadline, the Small Sites Program aims to fund projects on a first come first served basis according to funding availability.

All projects in the Bundle were acquired before 2022; therefore, the projects in the MEDA Bundle were not subject to the revised scoring guidelines for the SSP program published in November 2022. However, all the projects in the Bundle met previous SSP Guidelines, including stabilizing at-risk and vulnerable tenants. Though the Project is not subject to the revised scoring guidelines, the total SSP loan (consolidated and new) request of \$37,820,766 is below the \$39,450,000 (\$402,551/unit) maximum subsidy amount calculated for the Project, per the 2022 SSP Underwriting Guidelines.

4.2 Small Sites Program Guideline Exceptions.

The MEDA Bundle requests the following waivers to the Small Sites Program Guidelines:

- 1) **Requirement that Replacement Reserves are funded for 20 years.** MEDA is requesting the replenishment of Replacement Reserves to cover 10 years of capital needs and will identify a plan to fund the Replacement Reserve past Year 10 as part of their required Long-Term Stabilization Plan.
- 2) **SSP Construction Management Fee.** The standard SSP Construction Management fee is \$30,000 per project, and MEDA is requesting up to \$81,600 in Construction Management fee for the Project. Because of the number of properties in the Bundle receiving rehab (14) and the cost of the rehabilitation scope (approximately \$2.7M), MEDA is requesting to use the Construction Management fee schedule under MOHCD’s Underwriting Guidelines, which are used for non-SSP projects. The requested fee is sized

at one year of the allowable maximum preconstruction construction management fee (\$3,000/month) and one year of the allowable maximum annual construction management fee (\$45,600/year) under MOHCD's Underwriting Guidelines. While the scope is not large, compared to other SSP rehab scopes, the requested increase acknowledges the additional time and coordination required to complete scopes at 14 different sites. The \$81,600 maximum will include any related construction consultant fees incurred before loan close, and the fee cannot exceed the monthly maximums as outlined in MOHCD's Multifamily Underwriting Guidelines.

- 3) **Construction Contingency.** SSP Guidelines require a 15% construction contingency. Responding to Construction Representative feedback, MEDA is requesting to increase construction contingency to 18%. The 3% contingency increase (approximately \$60K) is sized to cover the possibility of 1) additional rot at 3182 24th Street, 2) mold at 269 Richland Avenue, and 3) an increased electrical cost at 1015 Shotwell.
- 4) **Residual Receipts Split and Replacement Reserve.** The SSP Guidelines explicitly require that in years where a project's Replacement Reserve is less than 1.5x the original capitalized Replacement Reserve deposit amount, the project will deposit 2/3 of residual receipts to the Replacement Reserve, while the Sponsor keeps the other 1/3. This split reflects the Residual Receipts Policy in place at the time of the SSP Guideline updates in November 2022. To reflect MOHCD's recently updated Residual Receipts Policy split of 50% of residual receipts repaid to MOHCD and 50% of residual receipts going to the Sponsor, the Sponsor requests a waiver to allow for 50% of residual receipts to be deposited to the Replacement Reserve in years where the original capitalized Replacement Reserve deposit is less than 1.5x the original capitalized Replacement Reserve deposit amount. For more on the Replacement Reserve, see **Section 8.4.1.**

5. SITE

5.1 Site Characteristics.

<u>Address</u>	<u>Block / Lot</u>	<u>Lot Sq. Footage</u>	<u>Building Age</u>	<u># Buildings</u>	<u># Floors</u>	<u>Building Typology</u>	<u>Parking</u>	<u>Unit Count</u>
3329 20th St	3611/060	3,373 sf	1900	1	3	Apartment (5-14 units)	N/A	10 (4 studio; 6 1BR)
3182 24th St	3641/023	3,238 sf	1900	1	3	Apartment & Commercial Store	N/A	13 8 residential (4 studio; 2 1BR; 2 3BR) 5 commercial

3553 26th St	6570/ 001	2,112 sf	1914	1	3	Flat & Store (5-14 units)	N/A	11 10 residential (4 studio; 4 1BR; 2 2BR) 1 commercial
1500 Cortland Avenue	5690/ 044	2,099 sf	1959	1	3	Apartment (4 units or less)	N/A	4 (2 1BR; 2 2BR)
35 Fair Ave	5609/ 007	2,200 sf	1912	1	2	Apartment (4 units or less)	N/A	4 (4 1BR)
3840 Folsom Street	5683/ 005	1,750 sf	1905	1	3	Apartment (4 units or less)	N/A	4 (3 1BR; 1 2BR)
642 Guerrero St	3587/ 078	3,297 sf	1924	1	2	Apartment (4 units or less)	Garage	4 (3 1BR; 1 2BR)
63 Lapidge St	3588/ 022	1,999 sf	1910	1	3	Apartment (5-14 units)	N/A	6 (6 1BR)
2217 Mission St	3590/ 033	3,675 sf	1904	1	3	Flat & Store (5-14 units)	N/A	9 8 residential (7 1BR; 1 2BR) 1 commercial
3800 Mission St	6692/ 001	2,495 sf	1910	1	3	Flat & Store (5-14 units)	2 detached garages	6 5 residential (1 studio; 4 1BR) 1 commercial
19 Precita Ave	5501/ 043	3,408 sf	1900	1	3	Flats & Duplex	N/A	3 (3 3BR)
344 Precita Ave	5524/ 001	2,800 sf	1900	1	2	Apartment & Commercial Store	4 garages	4 3 residential (1 studio; 1 1BR; 1 2BR) 1 commercial
269 Richland Avenue	5720/ 010	3,750 sf	1908	2	2	2 Dwellings on 1 Parcel 5-14 units	N/A	6 (4 1BR; 2 2BR)
380 San Jose Avenue	6532/ 034	3,245 sf	1900	1	3	Apartment (4 units or less)	N/A	4 (4 1BR)
1015 Shotwell St	6520/ 031	6,124 sf	1900	2	3	Apartment (5-14 units)	Exterior parking	10 (2 studio; 7 1BR; 1 2BR)

Existing zoning for all the projects in the Bundle will not be affected.

5.2 Commercial Space.

Eight of 9 commercial spaces in the MEDA Bundle are occupied. Information about the commercial tenants is provided in the table below.

Address	Sq Ft	Tenant	Occupancy Start Date	Lease End Date	Monthly Rent	Annual Rent Increase
3182 24 th St	898	Luz de Luna	5/2014	7/2025	\$3,493	3%
3184 24 th St	272	Jewelry J R	9/2010	7/2025	\$2,348	3%
3194 24 th St	474	Einstein Paredes	9/2013	2/2026	\$2,678	3%
3196 24 th St	419	EyeBrow Queen	7/2015	7/2025	\$3,489	3%
3198 24 th St	573	The Jelly Donut	11/2010	12/2031	\$5,550	3%
3353 26 th St	640	Vacant		8/2024	\$1,910 (previous tenant rent)	3%
2221 Mission St	3,000	Homies Organizing the Mission to Empower Youth (HOMEY)	7/2017	6/2024 (renegotiating lease and currently month-to-month)	\$6,180	3%
3800 Mission St	888	Marina's Beauty Salon	10/2011	6/2027	\$2,266	1.5% until 6/2027
348-348A Precita Ave	800	Precita Eyes Muralist Assoc.	8/1992	9/2024 (renegotiating lease and currently month-to-month)	\$1,273	3%

MEDA's commercial portfolio primarily serves community-based tenants, including small businesses, legacy enterprises, cultural institutions, and nonprofit organizations. Their leasing strategy prioritizes mission-aligned tenants that reflect and sustain the cultural and economic fabric of the communities they serve. Historically, MEDA's direct engagement with commercial tenants has been limited to the acquisition, rehabilitation, and stabilization phases of their Preservation Program. However, this is changing with recent shifts in internal capacity. As of 2024, Property Management has been brought in-house, and MEDA's licensed commercial broker is overseeing lease administration and assisting with strategic planning.

A comprehensive portfolio review of all expired and upcoming commercial leases occurred in June 2025. During this review, MEDA worked with their commercial broker to develop a proactive strategy for renewals, tenant engagement, and long-term occupancy planning. Leases that have ended and are currently operating month-to-month are being renegotiated as an outcome of this review, and MEDA and the existing tenants are committed to the renegotiation and extension of their leases. The vacancy at 3353 26th Street is in the initial steps for lease-up, including preparing marketing materials and contacting prospective tenants. There have been signs of interest in the space, though no formal commitments have been made as of the date of this evaluation.

5.3 Local/Federal Environmental Review.

N/A.

5.4 Phase One.

MEDA is not required to procure updated or new Phase I reports for the additional SSP funding request. However, MEDA procured Phase I reports for any properties that did not have a Phase I at acquisition for the Bank of San Francisco Loan. Summaries of the Phase I reports are in **Appendix E.**

5.5 Article 34 Authority.

N/A. All units previously received Article 34 authority.

6. DEVELOPMENT PLAN

6.1 Site Control.

All sites are owned by MEDA Small Properties LLC, except for 344 Precita Avenue, which is owned by MEDA Precita Small Properties, LLC. For more information on purchase price and closing dates, please see **Appendix E**.

6.2 Appraisal.

Though MOHCD does not require a new appraisal for refinancing events, appraisals were required as a condition of financing by the Bank of San Francisco to evaluate the loan's 55% loan-to-value restriction. Watts, Cohn, and Partners, Inc. appraised the 15 properties and provided a summary of values of the MEDA Bundle on May 13, 2025. The summary provided a value of the MEDA Bundle at \$31,500,000, which would be a 41% loan-to-value ratio and that meets the requirements for the Bank of San Francisco's loan. Appraisals were completed using sales and income-based approaches to determine the value of the properties with restricted rents. The individual property values are below:

Property	# Units	Preliminary Value
3329 20th Street	10 (4 studio; 6 1BR)	\$1,750,000
3182 24 th Street	13 8 residential (4 studio; 2 1BR; 2 3BR) 5 commercial	\$4,300,000
3353 26 th Street	11 10 residential (4 studio; 4 1BR; 2 2BR) 1 commercial	\$2,900,000
1500 Cortland Avenue	4 (2 1BR; 2 2BR)	\$1,200,000
35 Fair Avenue	4 (4 1BR)	\$1,450,000
3840 Folsom Street	4 (3 1BR; 1 2BR)	\$1,200,000
642 Guerrero Street	4 (3 1BR; 1 2BR)	\$1,650,000
63 Lapidge Street	6	\$2,300,000

	(6 1BR)	
2217 Mission Street	9 8 residential (7 1BR; 1 2BR) 1 commercial	\$3,450,000
3800 Mission Street	6 5 residential (1 studio; 4 1BR) 1 commercial	\$1,500,000
19 Precita Avenue	3 (3 3BR)	\$1,250,000
344 - 348 Precita Avenue	4 3 residential (1 studio; 1 1BR; 1 2BR) 1 commercial	\$1,350,000
269 Richland Avenue	6 (4 1BR; 2 2BR)	\$2,250,000
380 San Jose Avenue	4 (4 1BR)	\$1,450,000
1015 Shotwell Street	10 (2 studio; 7 1BR; 1 2BR)	\$3,500,000
MEDA Bundle Total	98 total units (89 residential; 9 commercial)	\$31,500,000

6.3 Title Issues.

642 Guerrero Street: Ellis Act eviction notices were recorded on title in March and April 2014, as was required by local and state law. The notices may not be removed until ten years after the original notice was served. Ten years have passed, and **as a condition of closing, MEDA will ensure that the restrictions have been removed from title.**

There are no additional title issues to note.

6.4 Proposed Property Ownership Structure.

MEDA Small Properties LLC owns fee title to the land and improvements of the subject properties, with the exception of 344 Precita. MEDA Precita Small Properties, LLC owns fee title to the land and improvements for 344 Precita. Mission Economic Development Agency is the sole member and manager of MEDA Small Properties LLC and MEDA Precita Small Properties, LLC. The 14 sites owned by MEDA Small Properties LLC will be assigned to MEDA Precita Small Properties, LLC at loan closing.

6.5 Proposed Rehabilitation Scope.

The 15 buildings and 89 units are in average condition. The rehabilitation scope was determined by a Capital Needs Assessment (“CNA”) completed by Zubi Consulting on April 18, 2025. It evaluated the existing conditions and proposed repairs and upgrades to keep the building sustainable for at least 20 years.

All the Bundle properties received some level of rehabilitation immediately after acquisition, and the original CNAs identified \$1.9M in anticipated needs during Years 1-10. All capitalized Replacement Reserve deposits at acquisition were sized to cover capital needs for Years 1-10. Many Bundle projects did not have identified capital needs for the first several years after initial rehabilitation and therefore used Replacement Reserve funds primarily for unforeseen capital needs and unit turns during those years, which drew down the Replacement Reserve funds at certain sites more quickly than anticipated, leaving less funding for identified capital needs in outer years. Additionally, Small Sites Replacement Reserve modeling anticipates MOHCD’s portion of the residual receipts split will be used to fund the Replacement Reserve in years where the Replacement Reserve amount is less than 1.5x the initial capitalized Replacement Reserve deposit. As many of these properties have experienced cash flow issues over the recent years, they could not make anticipated deposits from residual receipts to the Replacement Reserve, further straining the reserve balances. And most projects had larger capital needs (e.g. unit renovations, roofing, exterior work, systems work, etc.) planned for around 2023 to 2026 (during ~Years 7-10). Since the Replacement Reserve funds were only sized for anticipated needs during Years 1-10 and many have not been able to continue funding the reserve in the way it was modeled at acquisition, some sites are not able to support these larger capital needs through the sites’ existing Replacement Reserves alone.

The scope of rehabilitation also includes items identified in the CNAs and other immediate capital needs that were not identified in earlier CNAs, such as items that are now at the end of

their useful life, like window replacement and some roof replacements. The CNAs have been thoroughly updated by Zubi Consulting, a consultant that has previously provided Construction Management and other services to MEDA for the Bundle sites and has deep familiarity with the sites and their specific needs. MEDA is confident that the updated CNAs reflect the Project’s anticipated capital needs for the next 20 years.

Since the Bundle does not currently have enough Replacement Reserves to fund needed immediate capital needs and maintain a Replacement Reserve for future capital needs, MEDA included the proposed rehabilitation scope in the Project’s original PASS loan application, which was submitted in 2024. Because the refinancing of first position mortgages was determined to be an ineligible use of PASS funds, the Project’s application was denied, and the proposed rehabilitation was put on hold, while MEDA identified another financing path for the Bundle. While the Project’s rehabilitation scope would have been eligible for PASS debt, the Project would not have had enough cash flow to support any additional hard debt, with its current debt service payments.

The estimated \$2.7M in hard costs is approximately \$800K more than the \$1.9M that was set aside to address all capital needs from Years 1 to 10, and more than the \$1.5M that remains in the Project’s Replacement Reserves. The contemplated scope of the work is large and varied, involving a General Contractor and multiple trades, and should be considered as, and monitored as, one rehabilitation project.

The rehabilitation will include health, life, and safety upgrades in 14 of the 15 properties, many of which were contemplated in the CNAs as needs around Years 7 to 11. The scope varies from site to site, but it contemplates envelope and systems replacement or upgrades as needed.

Proposed Rehabilitation Scope

	Proposed Scope of Work	Hard Cost Estimate
3329 20th St	No immediate rehabilitation needs	N/A
3182 24th St	Exterior: Repair exterior wood siding and paint; repair four-story stairway	\$42,400
3553 26th St	Exterior: Repair/replace exterior siding and paint; replace exterior windows; repair entry tile Interior: Electrical service upgrade and meter installation Unit Improvements: Window replacement in eight units	\$356,140

1500 Cortland Ave	Roof: Roof replacement Interior: Intercom replacement Unit Improvements: Exhaust fan replacement	\$39,200
35 Fair Ave	Roof: Roof replacement Exterior: Repair exterior wood siding and paint	\$65,050
3840 Folsom St	Roof: Main roof replacement Exterior: Garage work, including replacing the garage door hardware, replacing the garage built-up roof and re-sloping the roof deck to allow for proper water drainage and installation of scuppers and drains; exterior stucco repair Unit Improvements: Window replacement	\$153,868
642 Guerrero St	Exterior: Replace exterior lights; recondition exterior doors Interior: Replace existing electrical system Unit Improvements: Replace windows in four units; replace water heater in one unit HVAC: Replace exhaust fans in three units; replace heating system in four units	\$266,200
63 Lapidge St	Roof: Roof repair Unit Improvements: Replace windows in four units; replace exhaust fan in one unit	\$143,950
2217 Mission St	Interior: Replace three common area windows Unit Improvements: Replace windows in two units HVAC: Replace exhaust fans in two units	\$15,300
3800 Mission St	Roof: Roof replacement Exterior: Recondition unit entry doors Unit Improvements: Replace windows in five units HVAC: Replace exhaust fans in two units	\$169,800
19 Precita Ave	Roof: Replace replacement Exterior: Repair exterior wood siding and repaint; replace exterior gate Unit Improvements: Replace windows in three units	\$222,920
344 Precita Ave	Roof: Roof replacement Exterior: Recondition entry doors; wood stair deck repair Unit Improvements: Replace windows in three units	\$117,750
380 San Jose Ave	Unit Improvements: Window replacement in all units	\$270,780
269 Richland Ave	Exterior: Structural repairs, door repair Interior: Sewer line replacement; electrical upgrade Unit Improvements: Replace three windows; carpet replacement;	\$96,580
1015 Shotwell St	Interior: Electrical upgrade	\$7,800
Total Hard Costs		\$2,217,739

GC Bond Premium/ Insurance/ Taxes & Overhead & Profit		\$354,193
Hard Cost Contingency		\$354,193
<u>Total Construction Budget</u>		\$2,676,125

The \$1.5M in existing Project Replacement Reserve funds will remain in the Replacement Reserve and will be deposited into the combined Project Replacement Reserve as a portion of the initial deposit.

6.6 MOHCD Construction Representative (CR) Evaluation & MEDA Responses

Multiple members of the MOHCD CR team visited 11 buildings in July 2024. An additional 4 buildings were visited by CR Carrie Thomas, who will monitor the rehabilitation, in April 2025. Overall, the scope identified by MEDA addresses the most critical needs, and the cost estimates seem reasonable. A large amount of the planned work across the 14 sites could be termed “weatherization” (reducing the amount of water and air that infiltrate the exterior envelope via re-roofing, replacing windows, patching holes in walls, etc.) and “electrification” (replacing gas-powered equipment with electric-powered equipment.) Both of these categories of improvements open up potential funding sources and/or rebates/credits. See **Section 11** for a loan condition requiring these options to be explored fully to potentially offset some of the MOHCD loan amount or allow for additional scope. It is recommended that MEDA strategically coordinate the weatherization (i.e. window) and electrification upgrades around incentives in order to maximize the amount of incentives received.

- 1) Please see **Appendix C** for site-specific assessments.
- 2) Responding to MOHCD’s Construction Representative comments, MEDA has increased contingency to account for the possibility of additional rot at 3182 24th Street, possible mold at 269 Richland Avenue, and an increased electrical cost at 1015 Shotwell (from 15% to 18% contingency). MEDA will conduct a window survey to determine if there can be cost savings in the window line item.
- 3) **To incorporate the MOHCD Construction Representative feedback in the loan approval, the following post-closing loan conditions will be required:**
 - a. **MEDA will be required to perform a window survey, within 90 days of loan closing, and share the results with MOHCD’s Construction Representative.**

- b. Any excess proceeds will be deposited into the Project’s Replacement Reserve.
- c. MEDA will apply for other funding sources and/or rebates/credits that may be available for any relevant rehabilitation scope, including the Multifamily Energy Savings Program and share results with MOHCD’s Construction Representative.

6.7 Relocation.

The rehabilitation scope will not require relocation.

6.8 Accessibility.

N/A

6.9 Performance Schedule

No.	Performance Milestone	Estimated or Actual Date
1	SSP and Private First Mortgage Loan Closing Date	<u>November 21, 2025</u>
2	Design	
a.	Submit Bid Packet for MOHCD Approval	<u>February 23, 2026</u>
3	Development Team Selection	
a.	Design Team Selection	<u>N/A</u>
b.	General Contractor Selection	<u>March 30, 2026</u>
4	Permits	
a.	Building Permit Application Submitted	<u>May 4, 2026</u>
5	Construction	
a.	Notice to Proceed	<u>April 27, 2026</u>
b.	Complete Construction	<u>April 30, 3037</u>

To ensure the Project is started and completed as soon as possible, MEDA will commit to attending bi-weekly meetings, beginning after Loan Committee approval, with the MOHCD Project Manager and Construction Representative to provide updates on progress and daylight any Project-related challenges with MOHCD staff, who can escalate where appropriate. MEDA will also be required to provide monthly post-closing reports until all Loan Conditions are met.

6.10 Population to Be Served.

The MEDA Bundle houses families with children, couples, individuals, seniors, and veterans, and has a high percentage of BIPOC households. Many are long-term residents that have lived in their units for more than a decade. Nine units receive tenant-based Section 8 assistance, while three units receive rent subsidies from Catholic Charities and Episcopal Community Services.

6.11 Unit Mix & Affordability.

There are 89 residential units, with six vacancies across the Project (93% occupied). Household incomes at the Project range from 0% to 144% of AMI. The two tenants that have no income are receiving rent subsidies and have provided no income on their 2024 annual income certifications. MEDA is working with the tenants to clarify that they do have some supplemental income and are above 0% AMI. MEDA has identified nine households with rent burdens over 50%. MEDA is currently working on collecting written or verifiable statements from households with high rent burdens explaining their income, how they are able to afford rent, any additional sources of income, and/or any recent changes in household composition since the last reported income certification. MEDA also has 16 households that are under 20% rent burdened. MEDA has scheduled a portfolio-wide rent increase of 2.5% in October 2025. Four of the 16 under-rent burdened households will be at 20% rent burden with the 2.5% increase, while the other 12 will receive a rent increase of no less than 3.5% per year until the units reach 20% rent burden.

The average household income at the Project is 52% AMI, and the average rent at the Project is 62% of AMI. The overall household and rent AMIs are below 80%, which is compliant with SSP regulations; however, SSP Guidelines require that SSP sites should aim to average rent of 80% AMI over time to support operations. Because of the softer rental market post-pandemic, among other factors, MEDA has not been able to rent vacant units at higher AMIs to meaningfully increase the Project's average rent AMI. Instead, the Project's average rent AMI has stayed around 60%, even though individual properties were originally underwritten to achieve closer to an average rent of 70% AMI at 100% occupancy. Though lower rents may be in line with the current rental market, the feasibility of the Project is dependent upon increasing the Project's AMIs, in addition to reducing vacancies and ensuring that rent increases are applied to households annually.

6.12 Marketing & Occupancy Preferences.

The Bundle is subject to MOHCD's marketing procedures and vacant units have been marketed according to multifamily marketing procedures since their acquisition. Though the Project is bundling the properties to support financial feasibility of the sites, all sites will be marketed

separately. Vacant units are subject to the Certificate of Preference Program and the Live/Work in San Francisco Preference, and if more than five units in any one building are marketed at the same time, the Displaced Tenant Housing Preference Program. As of this evaluation, 93% of units remain occupied, and the six vacant units are being marketed and filled through DAHLIA.

7. DEVELOPMENT TEAM

7.1 Project Manager.

Name: Daniel Cruz

Percentage Time Spent on Project: .5 FTE

Experience: See **Appendix A**

7.2 Architect.

Firm: Architect will be procured through CMD-approved bidding process, as required.

7.3 Contractor.

Firm: Contractor will be procured through CMD-approved bidding process.

Procurement Requirements: Prevailing wage and LBE.

7.4 Other Consultants.

Other Consultants will be procured through the CMD bidding process, as necessary.

7.5 Construction Manager.

MEDA contracted with Sara Lope to support the construction management scope for the MEDA Bundle. See **Appendix A** for more on Sara Lope's construction management experience. MEDA will work with CMD to procure a Construction Manager for the rehabilitation work.

Cost: SSP Guidelines provide for a maximum construction management fee of \$30,000. Given the size of the Project and the number of properties in the rehabilitation bundle, MEDA is requesting to increase the construction management fee to up to \$81,600. Please see **Section 4.2** for more on this requested exception.

7.6 Property Manager.

Firm: Propiedades Adelante

Has property manager participated in SSP previously? Propiedades Adelante, MEDA's affiliated property management company, was established in May 2024 and as of September 2024 has taken over management of MEDA's 38 building Small Sites portfolio, including both residential and commercial spaces. Propiedades Adelante onboarded its initial staff in July 2024. As of September 2025, Propiedades Adelante has a vacant Executive Director position, with all other roles filled.

At launch, Propiedades Adelante transitioned their property management system to a Yardi setup designed specifically for SSP properties, acknowledging the operational differences from standard LIHTC portfolios and need for a customized property management system.

Propiedades Adelante's development was the result of over two years of preparation involving MEDA's Board, internal staff with property management experience, and external industry advisors. Prior to the transition of MEDA's SSP portfolio to Propiedades Adelante, MEDA submitted a Property Management Plan to MOHCD and shared a draft Operations Manual outlining the intended framework for roles, responsibilities, reporting cadence, and policy alignment. MOHCD reviewed and approved the Property Management Plan in 2024. MOHCD continues to be in regular communication with Propiedades Adelante to support the transition of the SSP portfolio to the new company.

Internally, MEDA and Propiedades Adelante have established regular touchpoints to ensure oversight and accountability, such as:

1. Meetings between MEDA's Asset Management and Finance teams and Propiedades Adelante 1) weekly to track financial operations and 2) monthly to review finances and track performance.
2. Weekly check-ins between MEDA's Community Real Estate Preservation team and Propiedades Adelante to coordinate active rehabilitation projects.
3. Monthly meetings between MEDA's Asset Management and Propiedades Adelante to align capital improvements planning.

8. FINANCING PLAN

8.1 Sources and Uses. See Exhibit A

8.2 Loan Terms

Program	Small Sites Program (SSP)
Term	40 years
Note Type	Soft debt Loan
Loan Amount	\$37,820,766
Per unit	\$385,926
Rate	3% simple
Repayment type	residual receipts
Loan Priority	Subordinate to senior financing & City's Declaration of Restrictions

The existing SSP loans will have unpaid accrued interest of up to \$5,430,115.66 through November 30, 2025. The accrued interest is not included in the amount of the consolidated Small Sites Program loan, but it will be noted in the loan documents. While 2024 AMRs have not yet been received, in 2023, 13 properties had losses, one property deposited excess cashflow into reserves, and one property paid towards the MOHCD loan from residual receipts. While all projects are current on their first position financing, only one property made residual receipts payments on their Small Sites loan in 2023.

Under the current Small Sites Guidelines, residual receipts payments to MOHCD are required in years where the replacement reserve balance exceeds 1.5 times the original capitalized replacement reserve amount. In years when the replacement reserve does not exceed 1.5 times the original capitalized replacement reserve amount, the Sponsor may retain 1/3 of the residual receipts and is required to deposit the other 2/3 into the replacement reserve. As of May 16, 2025, MOHCD adopted a new Residual Receipts policy, which modifies the Residual Receipts Policy to allow the sponsor to retain 50% of the Residual Receipts and require 50% to go towards MOHCD loan repayment. To conform with the new policy, the Bundle will conform

its SSP Residual Receipts split to the new policy. This means that for years where the replacement reserve balance exceeds 1.5 times the original capitalized replacement reserve amount, 50% of Residual Receipts will be retained by the Sponsor and 50% will be applied towards repayment of the SSP loan, and for years where the replacement reserve balance does not exceed 1.5 times the original capitalized replacement reserve amount, 50% of Residual Receipts will be retained by the Sponsor and 50% will be deposited into the Project's replacement reserve.

Bank of San Francisco Loan

The Project will receive a \$13M loan, with a 15-year term and a fixed interest rate of 5.25% for the first 10 years, from the Bank of San Francisco to support the refinancing of the existing first position mortgages. After the first 10 years, the interest rate will adjust based on the five-year Constant Maturity Treasury, plus a one percent margin. The loan terms were provided by the Bank based on the assumption of a 15-site bundle.

Responding to concerns regarding the size of the Bundle, MEDA modeled three scenarios that broke apart the Bundle into smaller "bundles" and evaluated if any of those models offered a lower-risk path forward for refinancing the 15 sites outside of a single bundle model. While one of the scenarios performed well, the Bank of San Francisco confirmed that their underwriting and credit analysis were structured around a single bundled loan and could not be extended to a proposal for smaller bundles, since the Bank's risk appetite was built on the strength of the full 15-property portfolio. The Bank declined to pursue the alternate, smaller bundle scenarios. Instead, the Bank has expressed willingness to support MEDA under a single-loan structure, paired with covenant modifications and structural modifications – including cross-collateralization protections, property-level carve-outs, and reasonable cure provisions.

While such a large grouping of projects does present a level of risk that MOHCD has not yet encountered, the 5.25% interest rate the Bank is offering does provide substantial overall debt service savings. That, combined with improved vacancy loss and rent maximization, positions the Bundle to perform positively through at least the first 10 years of the Bank's loan when the interest rate is fixed at 5.25%.

8.3 Underwriting Requirements & Refinancing Assumptions

The following underwriting requirements and refinancing assumptions have been applied to determine the size of the loan, in accordance with the current Small Sites Program Guidelines.

Residential Vacancy	10% to ensure project stability. Because rental assistance is tenant-based, rental assistance vacancy loss is also calculated at 10%.
Commercial Vacancy	20%. The Project has stable commercial tenants. Commercial tenants have an average tenancy length of over 13 years, with individual lengths of tenancy ranging from 7 to 32 years.
Operating Reserves	Projected to be funded through Year 20 of the Project's lifecycle, with capitalized reserve and operating reserve deposit of \$100 PUPA.
Replacement Reserves	Projected to be funded through Year 10 of the Project's lifecycle, when another refinancing event is anticipated to occur. See more on reserves in Section 8.4.1 below.

8.4 **Development Budget**

Development Budget Analysis/Comments. All fees are sized based on the current SSP Guidelines.

1. Sufficiency of Reserves

Operating Reserves:

All Bundle properties were acquired within 2-3 years of one another and thus share similar underwriting terms that are not in line with the more conservative post-pandemic underwriting environment or MOHCD's current Small Sites Guidelines. Because of the Project's cash flow issues, the Operating Reserves have been nearly depleted, with the Project only having 6% of the required 25% of the Project's First Year Operating Budget in existing Operating Reserves.

Underwriting Assumptions

Because these are some of the earliest Small Sites, the individual projects' initial underwriting was completed with limited Small Sites operating data. Rents were also set pre-pandemic and were higher than are now achievable. These assumptions resulted in first position mortgages that were not right sized, resulting in higher than supportable debt service payments.

The table below provides the original underwriting assumptions of the combined 15 properties, compared against i) the three-year averages of these assumptions from the properties' AMRs (combined) and the ii) refinance assumptions that are used for this SSP upside and Bank of San Francisco loan underwriting.

	Original Underwriting	Average of 2021-2023 (from Annual Monitoring Reports (AMRs))	2025 Refinance
Combined Income	\$1,777,897 (Effective Gross Income)	\$2,133,705**	\$2,132,163 (Effective Gross Income)
Combined Operating Expenses	\$647,872 (\$6,610 PUPA)	\$1,248,011 (\$12,735 PUPA)	\$1,168,941 (\$11,928 PUPA)
Combined NOI	\$1,130,025	\$885,694	\$895,522
Combined Debt Service Payments	\$918,898	\$991,385	\$778,238
Surplus Cash	\$211,127	(\$105,691)	\$117,284

*Operating expenses from 2021-2023 AMRs included bad debt write off and other accounting reclassifications.

**EGI includes some subsidy income not included in the projects' underwriting at acquisition.

The original underwriting assumed an average of \$6,610 per unit per annum operating expense, when in actuality, the average PUPA over the past three years for the combined properties has been \$12,735 PUPA, nearly twice as much as the budget assumed (not accounting for escalation). \$6,610 escalated for 9 years, at 3.5% per year, is approximately \$9K. The resulting deficit due to higher than anticipated operating expenses is approximately \$366K per year (\$3,735 PUPA).

The Sites were also acquired pre-pandemic and sized their hard debt based on filling unit vacancies at 120% AMI and a 100% occupied stabilized rent at approximately 72% AMI. San Francisco's post-pandemic rental market, coupled with SSP Guidelines that require a unit to be priced no higher than 20% below market, made achieving a 120% Rent AMI for vacant units extremely difficult. Currently, the average Rent AMI across the 15 properties is 62%.

Additionally, as the Sites have progressed further into their loan terms, interest rates and debt service payments have increased. At original underwriting, the Sites assumed a combined debt service payment of \$918,898. Over the past three years, the average annual debt service payment for the Bundle has been \$991,385, \$72K more than originally assumed.

Because of these core challenges, the Project has been re-underwritten based on Project actuals and more conservative rent assumptions. This re-underwriting of the Bundle, assuming a refinance of first position loans with the Bank of San Francisco, reduces the Project's debt service and first position mortgage amount by \$340K a year and requires additional MOHCD soft debt of \$1.16M towards the repayment of the existing first position debt, along with an additional \$5.1M to support the Project's rehabilitation needs, soft costs, and the replenishment of Operating Reserves and Replacement Reserves. This additional investment will support the stability of the Bundle for the term of the Bank of San Francisco loan and well-position the Bundle to implement its future recapitalization plan (see **Section 9.3** below).

Leasing Vacant Units

In addition to underwriting variations and higher than supportable debt service payments, the Bundle's cashflow problems have also been impacted by high vacancies, slow lease up, and irregular rent increases at some sites. The Bundle has experienced a higher than anticipated average vacancy rate of 13.5% from the period between May 2023 and May 2025. These issues have not been contained to the Bundle, as other MEDA SSP properties have also experienced higher than average vacancies (MEDA's SSP portfolio had a 11% vacancy rate in May 2025), longer lease up timelines, and irregular annual rent increases, due to property management challenges and transitions and staff turnover and capacity.

All of these factors have culminated in the Project losing an average of \$105K per year over the past three years. Together the 15 Bundle properties were provided with a combined \$396K in Operating Reserves at initial closing, requiring capitalization of an Operating Reserve sized at 25% of operating costs, including hard debt service. Because of the deficits at the individual properties, the Bundle has a combined Operating Reserves balance of \$30,148, which is 6% of the Project's first year operating budget and less than the 25% requirement.

To respond to leasing and other property management concerns across their portfolio, MEDA established Propiedades Adelante in 2024. While the intent of transitioning to Propiedades Adelante is for MEDA to have more control over the lease up of its units, and in turn a faster lease up timeline, in the short term, the transition to a new property management company further contributed to slower lease up of units as the company was onboarded. To support the lease up of a backlog of vacant units, Propiedades Adelante is regularly meeting with MOHCD to ensure that they are maximizing leasing timelines, including understanding how to efficiently move through waitlists and provide units at competitive prices. As of September 2, 2025, Propiedades Adelante has made good progress on leasing units, with the Bundle's vacancy rate coming down from 13.5% in May 2025 to 7% in September 2025. **To ensure that the Bundle**

has healthy cash flow when the Bank of San Francisco loan closes, 95% occupancy of the Bundle will be a Closing Condition.

To support the Bundle moving forward, MEDA is requesting SSP funds to replenish the Project's Operating Reserve in the amount of \$473,572, to bring the total Operating Reserve balance to \$503,720, or 25% of the Project's first-year operating budget. MEDA acknowledges that there have been internal challenges including staff capacity and turnover, property management turnover and transitions, and limited documentation of organizational controls and protocols that have impacted the performance of the Bundle and of the SSP portfolio broadly. In an effort to strengthen the capacity and coordination of MEDA's departments, MEDA will develop a comprehensive Operational and Organizational Plan by January 1, 2026, which details actionable steps, controls, and protocols that will ensure effective interdepartmental coordination, the delivery of efficient leasing, and asset management functions, and portfolio stability. An income maximization strategy will be required as a component of the Organizational Plan and will include, but is not limited to, actions to implement consistent yearly rent increases, Key Performance Indicators (KPIs) around financial performance and income maximization, actions to be taken if KPIs are not met, monthly financial reporting to the MEDA Board's Finance Committee (budget vs actuals and updated financial projections) if feasible, and the delivery of copies of those monthly financial reports to MOHCD. The Operational and Organizational Plan, the Long-Term Sustainability Plan (see **Section 2** and **Section 9.3**), and quarterly reporting will help to minimize the risk of cash flow swings at the Project. **With these Loan Conditions, MOHCD staff recommend the replenishment of the Project's Operating Reserve.**

One related concern is that vacancy reporting to MOHCD is generally done once a year through the Project's AMR and AOR. However, this reporting is not a real-time snapshot. It captures data from a whole year six months after year's end, so units can be vacant for months without MOHCD's knowledge. In a Bundle, that is particularly concerning, since this can obscure underperforming properties. **As a condition of this loan, MEDA will commit to providing quarterly building-level vacancy reports to MOHCD.**

Replacement Reserves:

Early versions of the SSP Guidelines required adequate funding of replacement reserves for 10 years and also assumed that additional rehabilitation could be funded through cash out refinancing in outer years. However, rising interest rates and a cooler rental market were prohibitive to this strategy, and subsequent SSP Guidelines recognized that 10 years of replacement reserve needs were inadequate and often put a project at a financial

disadvantage. Current SSP Guidelines require adequate funding of replacement reserves for 20 years.

Because all of the MEDA Bundle projects had replacement reserves sized to pay replacement costs for 10 years, the Replacement Reserves for individual properties are underfunded past Year 10, which will occur around 2026-2027, with many already being underfunded now as a result of unforeseen needs. As of June 2025, the Project's combined existing Replacement Reserves total \$1,543,597. This includes the funds from the initial capitalization of the accounts and the yearly required annual Replacement Reserve deposits through 2024, which total \$38,000, minus any expenditures since acquisition.

Based on the most recent CNA and updated SSP Guidelines, the Project requires a capitalized Replacement Reserve of approximately \$6.3M to be fully funded for the next 20 years, not considering any immediate needs. The proposed capitalized Replacement Reserve of approximately \$3.16M (\$1.61M in requested additional SSP funds + \$1.55M in existing reserves) is approximately half of the \$6.3M. While this is short of the SSP requirement, the Replacement Reserve is expected to be adequately sized until Year 10, which will support the properties at least until a long-term sustainability strategy is identified.

If additional SSP funds are not provided, the Sites would be at risk of depleting their Replacement Reserves in as little as 3-4 years, in addition to not being able to refinance their first position loans with the Bank of San Francisco and complete critical rehabilitation work.

MEDA requests Loan Committee approval for an exception to the SSP Guidelines requirement to fund Replacement Reserves through Year 20. MEDA's Replacement Reserve replenishment strategy will be a component of the Project's long-term sustainability and recapitalization plan, as discussed in Section 2. For Loan Conditions, please see **Section 12**.

2. Developer Fee

It is not practice for SSP refinancings to include a Developer Fee. Developer fee is not requested for this project.

8.5 Disbursement

At loan closing, funds in the amount of approximately \$3.3M will be released to pay off existing first position mortgages and cover loan closing costs, legal fees, due diligence reimbursements, and reserve replenishment. Funds for rehabilitation and all other funds will be released on a reimbursement basis through MOHCD's standard draw process. A MOHCD Construction

Representative will monitor the progress of the rehabilitation and provide approval for construction-related draws.

9. PROJECT OPERATIONS

9.1 Annual Operating Budget: see Exhibit B

9.2 Annual Operating Budget Analysis/Comments.

The Project's Annual Operating Budget includes the following:

PUPY Operating Expense: (w/out reserves):	\$11,928 Operating expenses are based on the actual operating budgets of the 15 sites.
Asset Management and Property Management Fees:	\$117 PUPM in 2026 for each the Property Management Fee and the Asset Management Fee, which is in line with SSP Guidelines. The PM and AM fees are expected to cover all costs of managing an SSP property. The Bundle will be managed by Propiedades Adelante, MEDA's property management division. Their team includes a Director of Property Management, a Leasing & Compliance Manager, a Senior Property Manager, and a Leasing Assistant. Back-office functions are outsourced to MEDA, while maintenance work is contracted to a third party. The Asset Management Fee covers the salary and benefits of the Asset Manager for the Bundle.
Annual Reserve Deposits:	\$58,800 per year (\$600 PUPA) Per SSP Underwriting Guidelines, annual Replacement Reserve deposits are sized as the greater of 1) \$300-\$400/PUPA depending on building size or 2) the amount needed according to an approved 20-year CNA, which is approximately \$4,000/PUPA to address all needs for the next 20 years. This sizing takes into account only the existing Replacement Reserves and no additional capitalized Replacement Reserve deposits. To maximize the amount of the first position loan and maintain a DSCR of 1.15, the most the Project is able to deposit is \$600 PUPA or \$58,800 above the line and maintain a 1.15 DSCR. To

	ensure the ability to pay off existing mortgages, complete the required rehabilitation, and efficiently replenish the Replacement Reserve, the Project will deposit \$58,800 per year in above the line deposits and in addition will deposit at least 1/2 of the residual receipts into the Replacement Reserve in years that the Replacement Reserve is less than 1.5x the fully funded reserve amount (per SSP Guidelines). Even with the replenishment of the replacement reserves with \$1.61M in SSP funds, the Project's Replacement Reserve is underfunded. To be fully capitalized for 20 years, the Replacement Reserve would require a total deposit of approximately \$6.3M, which is more than the total proposed deposit of approximately \$3.1M. In years where it's organizationally feasible, MEDA is strongly encouraged to deposit a portion of its residual receipts split into the Project's replacement reserve, in addition to any required contributions to the account, in years that the replacement reserve is funded at less than 1.5 times the original replacement reserve deposit.
Operating Reserves:	An above-the-line capitalized Operating Reserve deposit of \$100 PUPA is requested to ensure the Operating Reserve remains above 25% through 20 years. For any year that the Operating Reserve is funded at less than 25% of the prior year's operating expenses, including debt service, the Sponsor will deposit funds from cashflow into the Operating Reserve to bring the balance up to 25% of the prior year's operating expenses, including debt service.
Property Taxes:	The Project's property tax expenses are \$31,878 for the residential units and \$57,510 for the commercial units. All Sites have received the welfare tax exemption. The \$31,878 covers special assessments and three units that are not welfare tax exempt.
Surplus Cash:	\$117,284 in Year 1

The Project's annual operating budget is in line with comparable projects in MOHCD's SSP portfolio. Compared with nine MOHCD portfolio projects, which range from 4-7 units

(recognizing that this is bundle of smaller properties) and of which 100% are Small Sites, the Project is below the average per unit per year operating expense and is slightly higher than the median operating cost of the comparable projects. The Project has higher management (\$2,808 PUPA vs. \$2,110 PUPA), tax/license (\$900 PUPA vs. \$450 PUPA), and insurance expenses (\$1,300 PUPA vs. \$900 PUPA) than comparable projects, but it has lower administration costs. The Project has comparable salaries/benefits administration and maintenance/repair expenses to comparable projects. For cost comp charts, please see **Appendix F**.

9.3 20-year Cash Flow & Debt Service Coverage Ratio (DSCR)

The SSP Guidelines require the Project's cash flow to remain positive for 20 years with the following assumptions: annual 2.5% escalation of income and 3.5% escalation of expenses. The Project's cash flow remains positive through Year 10, the last year of 5.25% fixed interest on the Bank of San Francisco loan. Future refinancing terms and Sponsor performance will determine if the Project remains cash flow positive beyond Year 10.

Also required by the SSP Guidelines, the DSCR must be at least 1.15 for 20 years. In the case of this request, the DSCR starts at 1.15 in Year 1 and steadily rises in each year through Year 10. After Year 1, the DSCR is at or above 1.15. The Project's DSCR beyond Year 10 depends on the interest rate assumed at that time or any alternate pathway forward for the Project, as determined by the Long-Term Sustainability Plan.

The Project is cash flow positive throughout the first ten years, when the interest rate is fixed, with a DSCR of 1.15 in Year 1 and a DSCR of at least 1.15 in Years 2 through 10. After 10 years, the interest rate will adjust, the principal on the first position loan will be approximately \$11.7M, and the replacement reserves will nearly be depleted, if used in accordance with the CNA. There is significant uncertainty about the viability of the Bundle's financing after ten years, due to uncertainty around future interest rates, appetite for refinancing the Bundle at that time, and identifying a source for Replacement Reserve Replenishment after Year 10. MEDA will develop and implement a Long-Term Sustainability Plan, which will address the Bundle's long-term stabilization and recapitalization strategy, to be approved by MOHCD. The Long-Term Sustainability Plan will include, but is not limited to, i) actions that directly address the Project's historic challenges, prolonged vacancies and underperformance, and ii) actions to implement a future recapitalization strategy, including identifying and building relationships with potential tax credit investors, applying for 4% or 9% tax credits, and presenting an

alternate strategy acceptable to MOHCD for long-term stabilization within five years of Loan Closing. For Loan Conditions, see **Section 12**.

10. FULLFILLMENT OF LOAN CONDITIONS

3182 24th Street and 642 Guerrero Street had loan conditions that required action during the SSP loan term. The loan condition and status of these conditions are below.

10.1 3182 24th Street

Loan Condition: Borrower shall refinance the entire Funding Amount under the City's Preservation and Seismic Safety (PASS) loan program by no later than December 21, 2022. Accordingly, Borrower shall submit an application for a PASS loan no later than June 30, 2022. With this refinancing, the PASS loan will reduce the Funding amount to the lowest possible amount.

Status: Borrower applied for PASS, but refinancing was determined to be an ineligible use of PASS funds.

10.2 642 Guerrero Street

Loan Condition: When allowed under applicable law but no later than 10 years following the recordation of the Ellis Act Notices, Borrower must remove the Ellis Act Notices from the Site's title.

Status: The Notices have expired, and the Borrower will confirm that they have been removed from title before loan close.

11. RECOMMENDED CLOSING CONDITIONS

- 1) MEDA will ensure that the Ellis Act Notices are removed from 642 Guerrero Street's Title.
- 2) All reserve accounts for the Project will be established in separate FDIC insured, interest-bearing accounts.
- 3) The Project will close any operating or reserve accounts associated with the individual projects and deposit balances into operating and replacement reserves for the Bundle.
- 4) MEDA will provide the Bank of San Francisco's signed and executed updated term sheet with the final loan terms by Loan Committee, with documentation of the length of the rate lock, and the Bank of San Francisco's Board and Credit approval by closing.
- 5) The Project will achieve 95% occupancy.
- 6) MEDA will submit evidence of rent increase notices consistent with income maximization discussed in the loan evaluation.

- 7) MEDA shall submit missing data for all 2023 AORs to MOHCD's satisfaction.

12. RECOMMENDED POST-CLOSING LOAN CONDITIONS

- 1) MEDA will provide quarterly building-level vacancy reports to MOHCD, which will allow MOHCD to more accurately monitor building-level vacancies.
- 2) No later than January 1, 2026, MEDA will provide a MOHCD-approved Operational and Organizational plan that will detail actionable steps, controls, and protocols that will ensure effective interdepartmental coordination, the delivery of efficient development, leasing, and asset management functions, and portfolio stability. An income maximization strategy will also be required and will include, but is not limited to, actions to implement consistent yearly rent increases, Key Performance Indicators (KPIs) around financial performance and income maximization, actions to be taken if KPIs are not met, monthly financial reporting to the MEDA Board's Finance Committee, if feasible, and the delivery of copies of those monthly financial reports to MOHCD. Disbursements will be paused if the assessment is not received by January 1, 2026 and will resume upon receipt of the Operational and Organizational plan.
- 3) MEDA will adhere to the Operational and Organizational plan, evaluate organizational and Bundle progress and performance no less than monthly, and meet with MOHCD quarterly to discuss reported findings, including vacancies, budget, rent delinquencies, and other KPIs.
- 4) MEDA will report monthly, or as approved by MOHCD, to its Board on KPIs and progress on any required AMR and AOR reporting. MEDA will be required to submit these meeting minutes to MOHCD quarterly and made available to MOHCD one week in advance of scheduled quarterly meetings, as referenced above, or at a frequency acceptable to MOHCD.
- 5) MEDA will be required to present a long-term solution for the Bundle, acceptable to MOHCD, which may include applying for tax credits, within five years of Loan Closing. As a part of the long-term solution for the Bundle, MEDA will be required to identify how they will address the anticipated depletion of Replacement Reserves after Year 10. MEDA will be expected to provide quarterly updates on the progress of identifying a long-term solution post-closing.
- 6) MEDA will perform a window survey, at sites where window replacements are proposed, and share the results with MOHCD's Construction Representative within 90 days of loan closing.
- 7) Any excess proceeds will be deposited into the Project's Replacement Reserve.
- 8) MEDA will apply for grants, rebates and credits for which they are eligible for any relevant rehabilitation scope, including the Multifamily Energy Savings Program

immediately after closing and through the preconstruction and rehabilitation period. MEDA will report on progress in their monthly construction reports and during bimonthly meetings.

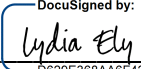
- 9) MEDA will strategically coordinate the weatherization and electrification upgrades around incentives in order to maximize the incentives received.
- 10) MEDA will meet with a MOHCD Project Manager, and MOHCD Construction Representative as necessary, at least twice a month from the date of loan close through construction completion, to provide updates on Project construction progress, budget, and loan conditions.
- 11) MEDA will be required to obtain a formal Planning Department determination if the Project requires Planning Department approval of permits.
- 12) By January 1, 2026, MEDA shall assess its procedures, staffing and systems to identify the causes of late AOR and AMR reporting and share the assessment with MOHCD. Disbursements will be paused if the assessment is not received by January 1, 2026 and will resume upon receipt of the assessment.
- 13) By April 1, 2026, MEDA shall propose a plan to address the identified causes, which shall include revisions to procedures, tools, systems, staffing responsibilities, etc. The plan shall have an implementation timeline of 2-3 years, with a goal of submitting AMRs timelier each year and on time by the final year of the plan. Disbursements will be paused if the assessment is not received by April 1, 2026 and will resume upon receipt of the implementation plan.
- 14) MEDA will provide monthly post-closing reports until all Loan Conditions are met.
- 15) Any outstanding AMRs must be submitted before funds for the first post-closing draw for the Project can be disbursed.

Attachments:

Appendix A	Development and Asset Management Teams
Appendix B	Recent Development Activity
Appendix C	MOHCD Construction Representative Evaluation
Appendix D	Previous Rehab and ADA Compliance
Appendix E	Acquisition Due Diligence
Appendix F	Operating Cost Comp Charts
Exhibit A	Development Sources and Uses
Exhibit B	Annual Operating Budget
Exhibit C	20-Year Cash Flow

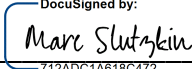
LOAN APPROVAL RECOMMENDATION

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Lydia Ely, Deputy Director
Mayor’s Office of Housing and Community Development

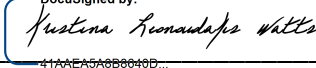
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Marc Slutzkin, Deputy Director
Office of Community Investment and Infrastructure

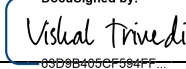
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Kristina Leonoudakis, on behalf of Salvador Menjivar,
Housing Director
Department of Homelessness and Supportive Housing

Date: 9/23/2025 | 11:31 AM PDT

[] APPROVE. [] DISAPPROVE.

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Vishal Trivedi, on behalf of Anna Van Degna,
Director
Controller’s Office of Public Finance

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Appendix A: Development Team, Asset Management Team, and Board of Directors

Jose Garcia, Chief Real Estate Officer. Jose attended Cal Poly San Luis Obispo, receiving a B.A. in Business Administration with a concentration in International Business. He is determined to keep a strong Latino Community in the Mission District. Before joining MEDA, Jose was a Relocation Consultant for Overland, Pacific, and Cutler LLC, where he worked alongside MEDA during the rehabbing of five former public housing developments under the Rental Assistance Demonstration (RAD) program (a total of 439 units for seniors and disabled San Franciscans). Jose has been involved in 29 out of the 39 SSP buildings in different phases. Jose has completed one new construction project: 681 Florida, a 130-unit building for formerly homeless individuals and families, and is currently managing 1979 Mission Street.

Lupe Mercado, Assistant Project Manager, Preservation. Lupe holds an associate's degree in accounting and has been working with MEDA for six years in various roles in MEDA's ABP, ERAP Housing Coordinator during COVID for MEDA under LISC, Financial Capability Coach, HUD Certified Housing Counselor, Leasing Specialist, and now Assistant Project Manager. She also has one year of experience working with title companies. Lupe holds several certifications, including HUD Certified Housing Counselor, NeighborWorks Post Purchase Education Housing Counselor, Advanced Tax Credit Specialist, Foreign Student Tax Certificate, and COA IRS ITIN. She successfully completed the construction for 239 Clayton Street and secured permanent loan financing through MOHCD. Similarly, she led the acquisition of 40 Sycamore Street with permanent financing through MOHCD.

Luis Daniel Cruz, Assistant Project Manager, Preservation. Daniel graduated from the University of California, Los Angeles, with degrees in Sociology and Urban and Regional Planning, focusing on regional economic development and housing. Before joining MEDA, he taught at the Los Angeles Unified School District. At MEDA, Daniel has successfully managed multiple projects, including the 300 Ocean preservation project, which added 8 units to San Francisco's affordable housing pool through collaboration with HAF and MOHCD. He also handled the construction completion and permanent financing of projects at 3225 24th Street and 566 Natoma. Currently, Daniel leads MEDA's largest Small Sites Acquisition, a portfolio project comprising over 100 units across two properties in the Mission District, aimed at addressing the housing needs of San Francisco's most vulnerable population.

Sara Lope, Construction Consultant. Sara was the MEDA Construction Manager for over two years and has now transitioned to Construction Management Consultant. She holds a B.A. in Architecture from Newschool of Architecture and Design in San Diego, and a B.A. in Construction Management from Universidad Politecnica de Burgos, Spain. Her architectural

background has helped MEDA with ADUs and commercial ADA improvements, and her construction management expertise has allowed her to assist in over 33 SSP projects.

Leslie Molina, Associate Director of Asset Management. Leslie was hired in November 2021. She is responsible for the overall physical and financial health of MEDA's residential and commercial property portfolio. She is a real estate professional with thirty (30) years of experience in the nonprofit, affordable-housing sector and the San Francisco conventional market. She brings a wealth of knowledge and deep understanding of organizational management, financial management and asset management. She holds industry standard certifications from the National Center for Housing Managers (NCHM) and the San Francisco Apartment Association (SFAA). In addition, Leslie holds a real estate license from the California Department of Real Estate and has been a licensed real estate agent for eighteen(18) years. She specializes in single family residence (SFR), residential and commercial condominiums, mixed-use buildings and multi-family units. Leslie has successfully managed and executed real estate strategies that exceed organizational objectives.

Luis Cruz, Affordable Housing Leasing Admin.

Luis has over two (2) years of office administration experience and is currently using his administrative experience to assist the leasing efforts and income certifications for asset management. Luis' role consists of maintaining a high occupancy rate across the portfolio and responding to potential tenant interest for rental properties in person and via digital platforms. In addition, maintain the building's waitlist, and unit showing, answer questions, and finalize leases. Luis also prepares potential tenant background checks, including reference letters, rental history, income verification, and lease application.

Edgar Garcia Solis, Capital Improvements Manager.

Edgar Garcia Solis brings over 15 years of extensive experience in the construction industry to his role. Before joining MEDA, he served as an Assistant Project Manager in construction management with a prominent general contractor, overseeing projects valued at over \$15 million. Currently, Edgar serves as the Capital Improvements Manager, leading the charge in stabilizing MEDA's small sites portfolio spread across over 38 properties throughout the city of San Francisco.

Board of Directors

A 15-person Board of Directors, composed of community members, nonprofit professionals, and corporate leaders with deep expertise, governs MEDA. The Chairperson is Rafael Yaquián, Partner at Goldfarb & Lipman LLP; the Vice Chairperson is M. Teresa García, Family Resource Center Program Associate at First 5 San Francisco; the Secretary is

Marco Chavarín, Senior Vice President Financial Access Partnership Manager at Citi; and the Treasurer is Whitney Jones, Director of Housing Development at Chinatown CDC. Additional board members include Ed Cabrera, Regional Public Affairs Officer at the U.S. Department of Housing and Urban Development, Region 9; Ysabel Duron, Founder and President of the Latino Cancer Institute; Teddy Vásquez Gray King, Partner at Synergy Public Affairs; Rich Gross, Founding President Emeritus of the Board and member of the Credit Committee for the Housing Accelerator Fund; Dr. Carina Marquez, Associate Professor of Medicine at the University of California, San Francisco (UCSF); Carolina Martínez, CEO of the California Association for Micro Enterprise Opportunity (CAMEO); Manuel Santamaría, Senior Philanthropic Leader; Kevin Stein, Associate Director at the California Reinvestment Coalition; Bianca López, Research Associate at Insights and Evidence; Joyce Slen, Assistant Vice President and Project Manager for Affordable Housing for US Bank; and Antonio Isais, Northern California Deputy Regional Director of External Affairs at the Office of California Governor Gavin Newsom.

Appendix B: Recent Development Activity.

	Name/Location	Status/Year Completed	Total Units
1	2901 16 th Street	Acquired 9/18/2024, In Preconstruction	71 Units
2	2059 Mission Street	Acquired 9/6/2024, In Preconstruction	39 Units
3	3661 19th Street	Acquired 1/27/2023, In Construction	12 Units
4	40 Sycamore Street	Acquired 6/23/2023, In Construction	3 Units
5		Acquired 6/15/2020, Construction Completed 11/17/2022, Closed with MOHCD Permanent Financing 11/14/2023	

Appendix C: MOHCD Construction Representative Evaluation

3329 20th Street

No work is planned for this property.

3182-3198 24th Street

Wooden Egress Stair. The building is in need of egress stair replacement and partial siding replacement surrounding the stair. During the site walk, it was noticed the stairs, handrails and landing platforms were indeed in need of repair and likely replacement, as seen by the exposed wood and areas of deterioration.

Roofing. The roofing membrane was used at the siding and landing areas, and it was noted there was at least one water intrusion area. It is recommended these repairs take place soon and that the team consider more contingency on top of their 15% for any unforeseen at the landing and siding transitions.

3353 26th Street

Building Exterior. This site is in need of significant siding replacement in the back lightwells and requires partial window replacement and resetting in units and common spaces. During the walk it was noted some windows looked in better condition than the initial evaluation. It is recommended MEDA & their contractor review all windows prior to work and consider if any windows can stay.

Electrical upgrade. The electrical service is also in need of upgrades from knob-and-tube and requires installation of a new main disconnect and switchgear for 12 meters. MEDA has budgeted \$50,000 for this work and should consider holding additional contingencies for engineering work that may be required.

Because of the significant weatherization work on 3353 26th St, MEDA could have an opportunity for a weatherization grant, if it's offered.

1500 Cortland Avenue

Roof replacement. The scope will include replacement of the built-up roof. The roof was not inspected at the time of the site visit.

Intercom replacement. The building gate doorbells currently do not work. Scope will include replacing the intercom system.

Exhaust fans. The exhaust fans in all units will be replaced.

642 Guerrero Street

Electrical upgrade (including service). The existing electrical system is obsolete and not grounded (two prong outlets and missing and/or non-operational GFCIs). The existing service is 200A and it is not enough for 4 units. The scope proposes rewiring all 4 units, repairing exterior lighting, and a new 400 A service.

HVAC systems upgrade.

- Venting: The scope includes installing a Kitchen hood and a Bathroom fan in units 642 and 646. Unit 644 and 646A have already completed this work.
- Heating: The existing gas wall heaters are outdated and not operational. The scope proposes new mini-split systems for all units to allow for decarbonization of the heating system.

Window replacement. Existing windows are original old single-pane windows. Many of these windows do not operate properly and are not energy efficient. The scope proposes to replace all windows.

Fence and stair repair. The original scope includes replacing the south side fence and egress stairs repairs.

Exterior doors. The exterior doors will be replaced.

Patching and painting. The patching and painting for electrical and HVAC work is not included. It is recommended the project sponsors set aside funds for patching and painting after upgrades are completed at each unit.

Because of the significant weatherization and decarbonization work planned on 3353 26th St, MOHCD recommends the project sponsors seek opportunities for energy efficiency incentives.

35 Fair Avenue

Exterior building finishes. The façade siding is worn and needs repair/waterproofing and repainting. The lightwell siding had been only partially repaired during the acquisition rehab, and it will be completed with this rehab. Siding will be repainted and repaired.

Roofing. The flat roof has outlived its remaining useful life. A new 3-layer roof will be installed and the chimney will be removed.

3840 Folsom Street

Building exteriors.

- **Garage:** At time of the site visit, the garage showed signs of major deterioration. The garage door hardware was not operational and there was a hole in the garage roof, which promoted dry rot of the wooden structure. Scope includes replacing the garage door hardware, replacing the garage built-up roof and re-sloping the roof deck to allow for proper water drainage and installation of scuppers and drains. It was discussed with MEDA to include additional funds to repair the wood dry rot as there does not appear to be fund set aside for this scope.
- **Exterior stucco:** The scope will include a new acrylic coating, front juliette replacement and back lightwell wood seal.
- **Main roof replacement:** The scope includes a partial replacement of the roof to include the main gable roof with bay, upper and lower hipped sheds' roofs, and gutters and downspouts replacement.

Windows. The scope includes partial replacement of windows at all the units that are either single pane or showing significant signs of deterioration.

63-67 Lapidge Street

Roof. The last reroofing on the building occurred in 1998 (permit #9810885). At the time of the site visit, there was no access to the roof to verify conditions. Scope includes repairing the roof based on inspection report, including sealing behind the façade.

Windows: Existing windows are original old single-pane windows. Many of these windows do not operate properly and are not energy efficient. The scope proposes to replace street facing windows with double pane, wood and replace non-street facing windows with double pane vinyl at all units.

HVAC replacement. The current space conditioning system is a gas, wall heater that is outdated. Additionally, the electric wall heater in the front and back rooms do not appear to be a sufficient heating source. According to the project sponsors, the electric wall heaters have since been repaired, however, the MOHCD CR has not been on site to verify this. Future scope of work includes upgrading the remaining gas wall heater to electric. This work will be deferred in order to pair with solar and electrification measures. MOHCD recommends the project sponsors review energy efficiency incentive programs to ensure project will qualify with remaining planned work.

2217 Mission Street

Exterior egress stairs repairs. During the site visit, there was visible damage to the landing and walls of the wooden egress stairs. The original scope included replacement/repair as needed. According to the project sponsor, the repairs have already been completed. MOHCD verified that the work has been completed via photos.

Window replacement. Existing windows are original old single-pane windows. Many of these windows do not operate properly and are not energy efficient. The scope proposes to replace windows at units 101, 204 and common areas. Windows at unit 103 have since been replaced. Windows at unit 104, 201, 203 will be replaced in the future.

Water leakage at two bathrooms. Original scope included replacing the bathroom flooring, bath tub and exhaust fan at unit 103 and 204. There was a clear visual of water leakage from the ground floor commercial space. The project sponsors states the source of the leak has been identified and fixed. This is no longer in scope.

Exhaust fans. Bathroom exhaust fans in unit 103 and 204 will be replaced with energy efficient fans to improve ventilation.

3800 Mission Street

Window replacement. The majority of the work involves window replacement. Some windows had been replaced previously with acquisition. The remaining original 35 windows are old single-pane double-hung windows, many of which are inoperable, and will all be replaced with double-hung dual pane, wood windows at the front facades and vinyl at the back.

Roofing. The flat roof has outlived its remaining useful life and will be stripped and hot-mopped, with flashing installed at penetrations and edges.

HVAC. The upgrades that were performed in the commercial space at acquisition inadvertently removed the electric wall heaters without a replacement. According to the project sponsors, a heating system has since been installed. The MOHCD CR has not been on site to verify the installation or effectiveness of the heating unit. The original scope at the commercial unit proposed new, electric, energy efficient wall heaters but project sponsors are now proposing to delay the scope of work in order to pair with solar and electrification measures.

In the tenant space at 3800, electric wall heaters were originally planned to be upgraded to a new, energy efficient system. This scope is now proposed to be delayed to pair with solar and electrification measures.

Bathroom exhaust fans at two units will be upgrade for improved ventilation.

It is recommended MEDA reviews energy efficiency incentive programs to ensure project will qualify as planned. Most incentive programs will not provide incentives for any electric-to-electric upgrades (i.e. electric wall heater to heat pump system). Additionally, more incentives may be available if paired with window or other weatherization upgrades.

19- 23 Precita

Window replacement. Some windows had been replaced previously with acquisition. The remaining original 35 windows are old single-pane double-hung windows, many of which are inoperable. All windows will be replaced with double-hung dual pane, wood windows at the front facades and vinyl at the back.

Exterior building finishes. The front stucco façade will be repaired and waterproofed. The side and back façades' siding will be replaced and painted.

Roofing. The flat roof has outlived its remaining useful life. Scope includes a new three-layer shingles roof and chimney removal.

Alley Gate. The wood alley gate will be repaired to ensure it's proper function.

344 – 348 Precita Avenue

Window replacement. Some windows had been replaced previously with acquisition. The remaining original 17 windows are old single-pane double-hung windows, many of which are inoperable, and will all be replaced with double-hung dual pane, wood windows at the front facades and vinyl at the back.

Roofing. The flat roof has outlived its remaining useful life and will be stripped and hot-mopped, with flashing installed at penetrations and edges.

Exterior stairs/deck. The rear exit stairs and landing decking at three stories are sufficiently worn and rotten to warrant replacement.

Electrical/HVAC. The current space conditioning system is a gas, wall heater that appears to be functioning and in fair condition. The original scope of work included upgrading the space conditioning system to an all-electric, energy efficient heat pump system (PTAC or Mini split) with an electric service upgrade to prepare for a future ADU. This has since been removed from scope. The existing wall heater will stay in place.

Plumbing. At the time of the site walk, the building was experiencing leaks at the galvanized domestic water pipes. This has since been repaired and will not be included in the scope of work.

Unit entry doors. Three unit doors appear to be weathered/worn. These doors, along with lever hardware and door framing will be replaced.

269- 271 Richland Avenue

Building exteriors:

- Exterior doors: The door and door hardware will be replaced on unit #271.
- Exterior siding: The siding will be replaced and repaired as needed to maintain the integrity of building.
- Doorbells: The doorbells to units 271 and 271B do not work. Scope includes replacement of doorbells.

Plumbing. The plumbing drainage system was reported to be slow. Scope to include replacement of sewer lines. MEDA has budgeted \$20,000 for this work. Depending on route of sewer lines and extent of work, it is recommended to reserve additional funds to complete this work, including site demo and permitting fees (plumbing). If work extends onto the street, additional encroachment permits and minor coordination with MTA will be required.

Electrical. The house meter will be upgraded. MEDA has budgeted \$4,000 for the install. PG&E fees have already been paid and are not included in this line item. It was discussed with MEDA that this amount appears to be reasonable but it is recommended to include additional contingencies for any unforeseen electrical work that may be associated with the install.

Windows. A majority of windows in all units were double pane vinyl. Scope includes replacement of 3 single pane windows to double pane.

Carpet replacement. At time of inspection, the tenant in #271 complained about a dip in the floors, causing their elderly parent to trip. The remaining carpet in units 271 and 271B appear to be in fair condition. Scope includes replacing carpet with vinyl plank flooring. MEDA has budgeted \$16,350 for both units. It is recommended to set aside additional funds for exploratory work of the subfloor in unit 271 to investigate the cause of the “dip” and fix as needed.

Mold remediation. At the time of the site visit, the tenant in unit 269B reported mold in the closet ceiling closest to the bathroom. This is not addressed in the current scope of work,

however, it was discussed with the MOHCD CR that the tenants were asked to file a work order instead.

380 San Jose Avenue

Windows. A large scope of work includes replacing the original single pane, wood windows at all units. During the site visit, it was noted that some windows had previously been upgraded to double pane vinyl, notable in unit #2 and #3. A large portion of the window scope in these two units can be reduced.

Interior finishes.

- Kitchen appliances: Kitchen appliances ranged in age and condition between all 4 units. Scope includes replacement of gas stove/ oven combo and refrigerators.
- Flooring: The kitchen linoleum flooring in all 4 units appeared worn and aged. Scope will include replacement with tile.
- Interior lights: Scope includes maintenance and replacement of light bulbs in unit 2. Depending on quantity and type of bulb, it is recommended to reduce the budget from \$1,650.

Interior paint. A fresh coat of paint at all units is included.

Exhaust fans. Exhaust fans at all units will be replaced.

Exterior finishes.

- Wood stair deck: The wooden stair deck in the rear yard appeared to be in moderate condition. Scope includes repairs to the deck to maintain its integrity. Confirm scope. \$10k compared to the other projects seems high.
- Metal Rail: Scope includes replacing the metal railing. During the site walk, the railing appeared to be in moderate condition with no major concerns.
- Garage: Scope includes replacing the existing single car garage door with a new metal motorized door.
- Paint: Paint the exterior wood siding for maintenance.

1015 Shotwell Street

1015 Shotwell St is a clean 10 unit building in the Calle 24 neighborhood. The exterior was refinished with plaster by the previous owner and overall, the building is in good condition. There was recent mold and water issues caused by plumbing in an upper floor unit, which is actively being repaired and the lower unit having the bathroom refinished.

Electrical. Currently, the building only has a master electrical meter. Proposed scope includes installing separate tenant meters. MEDA has a budget of \$7,800 to support the install. PG&E fees have already been paid and are not part of this budget. It was discussed with MEDA that this amount appears to be reasonable but it is recommended to include additional contingencies for any unforeseen electrical work that might be associated with the install.

Appendix D: Previous Rehab and ADA Compliance

Previous Rehabilitation Work

Address	Previous Completed Rehabilitation Work
3329 20th Street	• Safety improvements • Structural and envelope upgrades • Partial window replacements • Siding repair/replacement, and painting • Full upgrades to its electrical, fire alarm, and HVAC systems • Refurbished all kitchens and bathrooms • Replaced interior finishes
3182 24 th Street	• Crucial life safety enhancements • Structural and envelope upgrades, including roof repairs, partial window replacements, siding repair and replacement, and paint • Extensive electrical and HVAC system upgrades • All kitchens refurbished • Most bathrooms refurbished • Commercial spaces received thorough ADA compliance, HVAC optimization, and finishing upgrades
3353 26 th Street	• Comprehensive remodel of residential units • Interior and exterior fixture upgrades • Common area improvements • Roof replacement • Life safety upgrades, including new fire alarm installation
1500 Cortland Avenue	• Seismic reinforcement • Electrical upgrade • Roof repair • Exterior repair and repaint • Window replacement
35 Fair Avenue	• Structural retrofit • Decking system replacement • Electrical system upgrades • Roof repair • Partial siding replacement • 3 bathroom refurbishments with dry rot repairs • Minor interior upgrades • Accessibility, life, and safety upgrades
3840 Folsom Street	• Seismic reinforcement • Electrical upgrades • Unit repair

	• Limited window replacement
642 Guerrero Street	• Interior painting and wall patching • Repainted kitchen cabinetry • Minor bathroom repair • Carpet cleaning
63 Lapidge Street	• Window repair • Roof repair • Laundry installation • Electrical system upgrades
2217 Mission Street	• Soft story retrofit • Replacement of exterior stairs and landings • Siding replacement • Exterior paint • Roof repair • Exterior window replacement • Unit improvements
3800 Mission Street	• Roof repair • Partial window replacement • Siding repair and replacement • Exterior paint • Electrical upgrades • All kitchens refurbished • 1 bathroom refurbishment • Commercial spaces received thorough ADA compliance, HVAC optimization, and finishing upgrades
19 Precita Avenue	• Life safety improvements • Structural and envelope upgrades • Roof repairs • Window repairs • Sunroom repairs that included reframing, siding, and window replacement
344 – 348 Precita Avenue	• Life safety improvements • Back façade window and siding replacement • Full façade repair and repaint • 2 kitchen refurbishments • 1 bathroom refurbishment
269 Richland Avenue	• Roof replacement • Exterior and interior paint • Electrical repair • Plumbing repair • Attic ventilation • Deck and stair repair/replacement

380 San Jose Avenue	• Seismic reinforcement • Roof replacement • Exterior repair and repaint • Unit improvements • Limited window replacement
1015 Shotwell Street	• Life safety improvements • Roof repair • Front door replacement • Electrical upgrade • Fire alarm system upgrade • HVAC system upgrade • 3 kitchen refurbishments • 4 bathroom refurbishments

Site-Specific ADA Compliance

	ADA Compliance	
Site	Residential	Commercial
3329 20th St	Adaptable Units: units 1, 2, 3, and 4 have an adaptable Kitchen and grab bars.	
3182 24th St	All front doors have new lever hardware.	Full ADA requirements are met in all commercial spaces
3553 26th St	Adaptable and Communication Unit: unit 2 has an adaptable Kitchen, communication unit features, and bathtub and toilet grab bars.	Accessible business entrance requirements are met in the existing commercial space.
1500 Cortland Ave	N/A	
35 Fair Ave	Adaptable and Communication Unit: unit 29 has communication unit features, and bathtub and toilet grab bars.	N/A
3840 Folsom St	N/A	
642 Guerrero St	N/A	N/A
63 Lapidge St	N/A	N/A
2217 Mission St	Adaptable and Communication Unit: unit 104 has communication unit features, and bathtub and toilet grab bars.	Full ADA requirements are met at the existing commercial.
3800 Mission St	Adaptable Unit: unit 98 Richland has an adaptable Kitchen, and bathtub and toilet grab bars.	Full ADA requirements are met in all commercial spaces.

	Communication Unit: unit 3802 Mission St. This unit also has a partial stairs lift	
19 Precita Ave	Communication Unit: unit 23 Precita Ave	N/A
344 Precita Ave	344 and 346 Bathtub grab bars	N/A
269 Richland Ave	Partial Adaptable Unit (ADA Kitchen and Bathroom): 271A Communication Unit: Unit 271C	
380 San Jose Ave	N/A	
1015 Shotwell St	Adaptable Unit: unit 6 has an adaptable Kitchen, and bathtub and toilet grab bars. Communication Unit: unit 1.	N/A

Appendix E: Acquisition Due Diligence

Phase One Results:

3329 20th Street: A Phase I report dated July 21, 2016 was completed by Essel Environmental Consulting. No issues were identified.

3182 24th Street: A Phase I Environmental Site Assessment Report, prepared by Essel Environmental & Consulting on July 2, 2016 identified that dry cleaners were on the Site and within 1/8-mile and upgradient of the Site. No documented spills or releases of chemicals associated with the facilities had been identified; however, based on proximity to the Site, the potential for a vapor encroachment condition (VEC) at the Site couldn't be ruled out. No additional investigation was recommended but MEDA proceeded with soil gas sampling to achieve a greater degree of certainty of a VEC or a potential vapor intrusion risk.

At the request of the Project's first mortgage lender, Enterprise Community Loan Fund, MEDA commissioned Partner Engineering and Science, Inc. ("Partner") to collect and analyze soil gas samples from beneath the basement slab. None of the analyzed gas samples contained detectable concentrations of VOCs above applicable commercial ESLs, and Partner concluded that "since the ground level of the existing building is commercial use only, the detections of VOCs in soil gas do not appear to pose any discernible vapor intrusion concern," and recommended no further investigation.

3353 26th Street: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 12, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of Asbestos Containing Materials ("ACMs"), Lead-Based Paint ("LBP"), and LIDW are considered a Business Environmental Risk ("BER"). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

1500 Cortland Avenue: A Phase I report was completed by Essel Environmental Consulting in 2016. No issues were identified.

35 Fair Avenue: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 12, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of ACM, LBP, and LIDW are considered a Business Environmental Risk ("BER"). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

3840 Folsom Street: A Phase I report was completed by Essel Environmental Consulting in 2016. No issues were identified.

642 Guerrero Street: A Phase I report was not required for this project. A Natural Hazard Disclosure Statement was submitted in lieu of the Phase I report.

63 Lapidge Street: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 7, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of ACM, LBP, and LIDW are considered a Business Environmental Risk (“BER”). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

2217 Mission Street: A Phase I Environmental Site Assessment dated March 17, 2017 was completed by AEI Consultants (“AEI”). AEI did not identify evidence of Recognized Environmental Conditions or Controlled Recognized Environmental Conditions (“Hazards”) at the property during the course of its assessment; consequently, AEI recommended no further investigation of the Project.

3800 Mission Street: A Phase I report dated July 21, 2016 was completed by Essel Environmental Consulting. No issues were identified.

19 Precita Avenue: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 11, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of ACM, LBP, and LIDW are considered a Business Environmental Risk (“BER”). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

344 Precita Avenue: Phase I/II Site Assessment Status and Results: A Phase I report dated February 19, 2016 was completed by Phase One, Inc. No issues were identified.

269 Richland Avenue: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 9, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of Asbestos Containing Materials (“ACMs”), Lead-Based Paint (“LBP”), and LIDW are considered a Business Environmental Risk (“BER”). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

380 San Jose Avenue: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 8, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of ACM, LBP, and LIDW are considered a Business Environmental Risk (“BER”). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

1015 Shotwell Street: A Phase I Environmental Site Assessment Report, prepared by GEM Group, Inc., on May 7, 2025, identified no RECs, no historical RECs, no controlled RECs, and no de minimis conditions at this time. The potential presence of ACM, LBP, and LIDW are considered a Business Environmental Risk (“BER”). Based on the findings, GEM Group, Inc., did not recommend further investigation at this time.

Site Control.

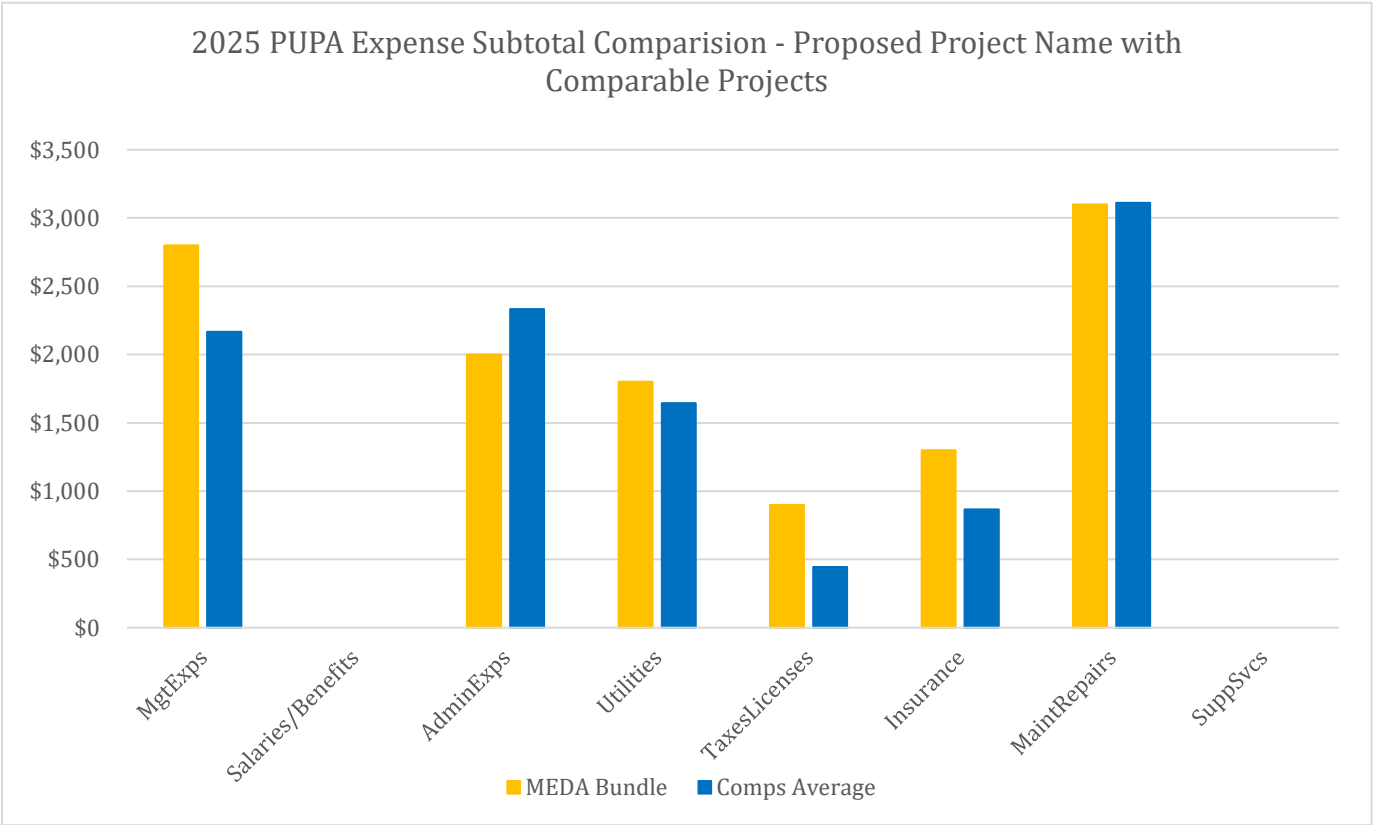
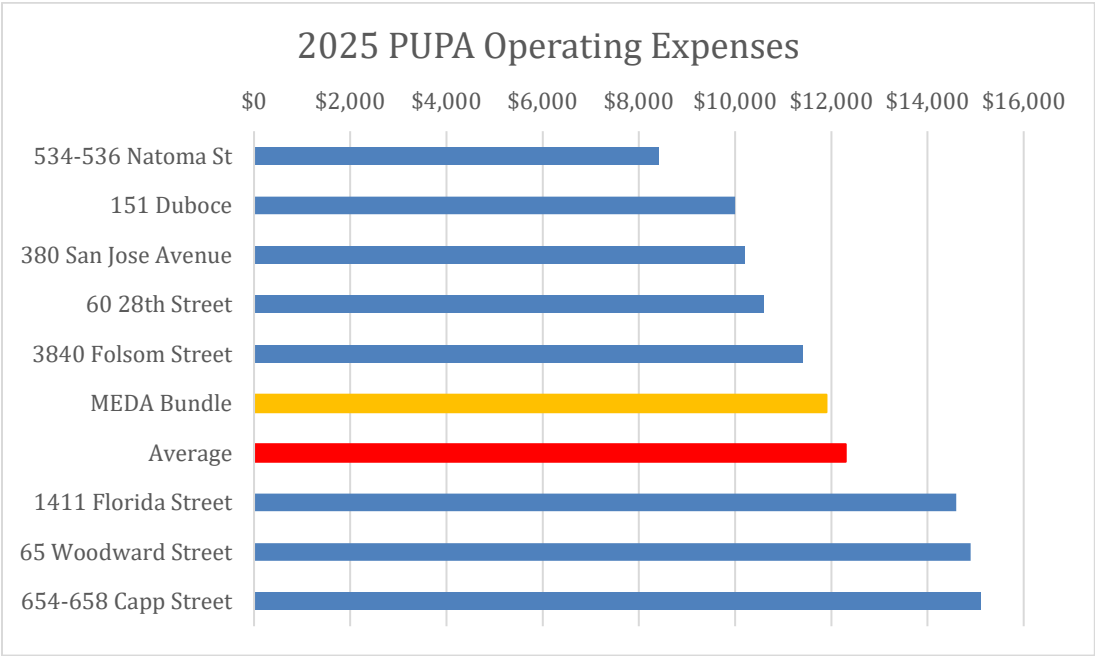
Address:	Acquisition Information
3329 20th Street	● Purchase Price: \$900,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 11/20/2017 ● Boston Private Loan Maturation Date: 11/14/2026
3182 24 th Street	● Purchase Price: \$2,340,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 5/16/2017 ● Enterprise Community Loan Maturation Date: 4/28/2027
3353 26 th Street	● Purchase Price: \$1,550,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 11/16/2017 ● Mechanics Bank Loan Maturation Date: 11/6/2027
1500 Cortland Avenue	● Purchase Price: \$1,400,000

	● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 7/22/2016 ● Northern California Community Loan Fund/Community Vision Loan Maturation Date: 10/22/2026
35 Fair Avenue	● Purchase Price: \$700,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 7/7/2017 ● Mechanics Bank Loan Maturation Date: 8/1/2027
3840 Folsom Street	● Purchase Price: \$1,192,500 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 9/13/2016 ● Northern California Community Loan Fund/Community Vision Loan Maturation Date: 12/23/2026
642 Guerrero Street	● Purchase Price: \$481,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 4/14/2017 ● First Republic Loan Maturation Date: 2/1/2046
63 Lapidge Street	● Purchase Price: 1,192,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 4/14/2017 ● Bank of San Francisco Loan Maturation Date: 4/12/2027

2217 Mission Street	● Purchase Price: \$2,080,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 5/10/2017 ● Boston Private Bank Loan Maturation Date: 5/8/2027
3800 Mission Street	● Purchase Price: \$1,020,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 2/14/2017 ● Northern California Community Loan Fund Loan Maturation Date: 2/24/2027
19 Precita Avenue	● Purchase Price: \$740,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 9/29/2017 ● Boston Private Bank Loan Maturation Date: 5/26/2027
344 - 348 Precita Avenue	● Purchase Price: \$1,002,111 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 3/10/2017 ● Boston Private Bank Loan Maturation Date: 3/2/2026
269 Richland Avenue	● Purchase Price: \$1,300,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 3/10/2017 ● Enterprise Community Loan Fund, Inc. Loan Maturation Date: 3/10/2027

380 San Jose Avenue	● Purchase Price: \$1,450,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 1/22/2016 ● First Republic Bank Loan Maturation Date: 2/1/2064
1015 Shotwell Street	● Purchase Price: \$2,240,000 ● Status of Purchase & Sale Contract: Executed ● P & S Contingencies: N/A ● Closing Date: 5/12/2017 ● Mechanics Bank Loan Maturation Date: 6/1/2032

Appendix F: Operating Cost Comparable Charts



*Note: for SSP projects, Salaries and Benefits are included in the Management Fee.

Small Sites Maximum Developer Fee	1,060,000
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Exhibit B: Annual Operating Budget

Application Date: 98		Project Name: MEDA REFINANCE BUNDLE	
Total # Units: 2025		Project Address:	
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations): 2025		Project Sponsor: Mission Economic Development Agency	
Small Sites Project		Correct errors noted in Col N!	
INCOME		Total	Comments
Residential - Tenant Rents		1,776,442	Links from 'Existing Proj - Rent Info' Worksheet
Residential - Tenant Assistance Payments (SOS Payments)		0	Comments
Residential - Tenant Assistance Payments (Other Non-LOSP)		249,600	Links from 'Existing Proj - Rent Info' Worksheet
Commercial Space		356,761	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
Residential Parking		18,910	Links from 'Utilities & Other Income' Worksheet
Miscellaneous Rent Income		0	Links from 'Utilities & Other Income' Worksheet
Supportive Services Income		0	
Interest Income - Project Operations		0	Links from 'Utilities & Other Income' Worksheet
Laundry and Vending		4,406	Links from 'Utilities & Other Income' Worksheet
Tenant Charges		0	Links from 'Utilities & Other Income' Worksheet
Miscellaneous Residential Income		0	Links from 'Utilities & Other Income' Worksheet
Other Commercial Income		0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
Withdrawal from Capitalized Reserve (deposit to operating account)		0	
Gross Potential Income		2,406,119	Vacancy Formulas use percentages entered in cells Q25-26; can be overridden, use negative %!
Vacancy Loss - Residential - Tenant Rents		(177,644)	10% Vacancy loss is 10% of Tenant Rents
Vacancy Loss - Residential - Tenant Assistance Payments		(24,960)	10% Vacancy loss is 10% of Non-LOSP Tenant Assistance Pmts.
Vacancy Loss - Commercial		(71,352)	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
EFFECTIVE GROSS INCOME		2,132,163	PUPA: 21,757
OPERATING EXPENSES			
Management			
Management Fee		137,592	SSP Schedule (2026)
Asset Management Fee		137,592	SSP Schedule (2026)
Sub-total Management Expenses		275,184	PUPA: 2,808
Salaries/Benefits			
Office Salaries		0	Links from 'Staffing' Worksheet
Manager's Salary		0	Links from 'Staffing' Worksheet
Health Insurance and Other Benefits		0	
Other Salaries/Benefits		0	
Administrative Rent-Free Unit		0	
Sub-total Salaries/Benefits		0	PUPA: 0
Administration			
Advertising and Marketing		43,708	
Office Expenses		30,330	
Office Rent		0	
Legal Expense - Property		7,056	
Audit Expense		60,750	
Bookkeeping/Accounting Services		47,040	
Bad Debts		3,789	
Miscellaneous		0	
Sub-total Administration Expenses		192,672	PUPA: 1,966
Utilities			
Electricity		49,614	
Water		50,718	
Gas		0	
Sewer		37,083	
Sub-total Utilities		137,415	PUPA: 1,810
Taxes and Licenses			
Real Estate Taxes		89,388	
Payroll Taxes		0	
Miscellaneous Taxes, Licenses and Permits		0	
Sub-total Taxes and Licenses		89,388	PUPA: 912
Insurance			
Property and Liability Insurance		126,969	
Fidelity Bond Insurance		0	Min DSCR: 5.00%
Worker's Compensation		0	Term (Years): 30
Director's & Officers' Liability Insurance		0	Supportable 1st Mortgage Pmt: 778,714
Sub-total Insurance		126,969	PUPA: 1,296
Maintenance & Repair			
Payroll		0	Links from 'Staffing' Worksheet
Supplies		0	
Contracts		54,519	Provide additional comments here, if needed.
Garbage and Trash Removal		75,584	
Security Payroll/Contract		0	Links from 'Staffing' Worksheet
HVAC Repairs and Maintenance		0	
Vehicle and Maintenance Equipment Operation and Repairs		0	
Miscellaneous Operating and Maintenance Expenses		177,210	
Sub-total Maintenance & Repair Expenses		307,313	PUPA: 3,136
Supportive Services			
		0	Links from 'Staffing' Worksheet
Commercial Expenses		0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
TOTAL OPERATING EXPENSES		1,166,941	PUPA: 11,928
Reserves/Ground Lease Base Rent/Bond Fees			
Ground Lease Base Rent		0	Provide additional comments here, if needed.
Bond Monitoring Fee		0	
Replacement Reserve Deposit		58,800	
Operating Reserve Deposit		8,900	
Other Required Reserve 1 Deposit		0	
Other Required Reserve 2 Deposit		0	
Required Reserve Deposits, Commercial		0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
Sub-total Reserves/Ground Lease Base Rent/Bond Fees		67,700	PUPA: 691
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond		1,236,641	PUPA: 12,619
NET OPERATING INCOME (INCOME minus OP EXPENSES)		895,522	PUPA: 9,138
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)			
Hard Debt - First Lender		778,238	Bank of San Francisco
Hard Debt - Second Lender (HCD Program 0.42% pymnt. or other 2nd L		0	Provide additional comments here, if needed.
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)		0	Provide additional comments here, if needed.
Hard Debt - Fourth Lender		0	Provide additional comments here, if needed.
Commercial Hard Debt Service		0	from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 100%
TOTAL HARD DEBT SERVICE		778,238	PUPA: 7,941
CASH FLOW (NOI minus DEBT SERVICE)		117,284	
AVAILABLE CASH FLOW		117,284	
USES OF CASH FLOW BELOW (This row also shows DSCR.)		1.15	
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)			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			
Other Payments			
Non-amortizing Loan Pymnt - Lender 1 (select lender in comments field)			
Non-amortizing Loan Pymnt - Lender 2 (select lender in comments field)			
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)			
Def. Develop. Fee split: 0%			
TOTAL PAYMENTS PRECEDING MOHCD		0	PUPA: 0
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS)		117,284	
Residual Receipts Calculation			
Does Project have a MOHCD Residual Receipt Obligation?		Yes	Project has MOHCD ground lease?
Will Project Defer Developer Fee?		No	
Max Deferred Developer Fee/Borrower % of Residual Receipts in Yr		50%	
% of Residual Receipts available for distribution to soft debt lenders		50%	
Soft Debt Lenders with Residual Receipts Obligations		(Select lender name/program from drop down)	Total Principal Amt
MOHCD/OCH - Soft Debt Loans		All MOHCD/OCH Loans payable from res. recs	\$37,820,766
MOHCD/OCH - Ground Lease Value or Land Acq Cost		Acquisition Cost	\$45,610,554
HCD (soft debt loan) - Lender 3			0.00%
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		58,642	50% of residual receipts, multiplied by 100% - MOHCD's pro rata share of all soft debt
Proposed MOHCD Residual Receipts Amount to Loan Repayment		0	Enter/override amount of residual receipts proposed for loan repayment.
Proposed MOHCD Residual Receipts Amount to Residual Ground Lea		0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repaym.
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS		58,642	Total Resid Receipts due not allocated, please revise F142
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
HCD Residual Receipts Amount Due		0	
Lender 4 Residual Receipts Due		0	
Lender 5 Residual Receipts Due		0	
Total Non-MOHCD Residual Receipts Debt Service		0	
REMAINDER (Should be zero unless there are distributions below)			
Owner Distributions/Incentive Management Fee		58,642	100% of Borrower share of 50% of residual receipts
Other Distributions/Uses		0	
Final Balance (should be zero)		0	

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 10/21/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

☐ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

☐ Transferring (Board Rule No 3.3)

File No. _____

(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

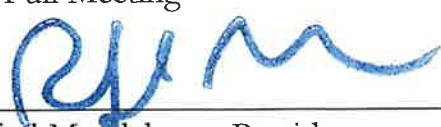
☒ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Chen Replacing Supervisor: _____

For: 10/22/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: ☐ Partial ☒ Full Meeting



Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251009

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Amanda Fukutome-Lopez	628-652-5845
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office of Comm. Dev.	amanda.fukutome-lope@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR MEDA Precita Small Properties, LLC	TELEPHONE NUMBER 415-282-3334
STREET ADDRESS (including City, State and Zip Code) 2301 Mission St., Ste. 301, San Francisco, CA 94110	EMAIL jgarcia@medasf.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) 	ORIGINAL BID/RFP NUMBER 	FILE NUMBER (If applicable) 251009
DESCRIPTION OF AMOUNT OF CONTRACT \$37,820,766		
NATURE OF THE CONTRACT (Please describe) Small Sites Program loan for the acquisition, rehabilitation, and permanent financing of MEDA's Mission Bundle- a scattered site project, comprised of 3329 20th Street, 3182 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642 Guerrero Street, 63 Lapidge Street, 2217 Mission Street, 3800 Mission Street, 19 Precita Avenue, 344 Precita Avenue, 269 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street, totaling 89 residential units and 9 commercial units.		

7. COMMENTS
Mission Economic Development Agency is the manager and sole member of Meda Precita Small Properties, LLC.

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Yaquian	Rafael	Board of Directors
2	Garcia	M. Teresa	Board of Directors
3	Chavarin	Marco	Board of Directors
4	Gray King	Teddy Vasquez	Board of Directors
5	Cabrera	Ed	Board of Directors
6	Duron	Ysabel	Board of Directors
7	Gross	Rich	Board of Directors
8	Jones	Whitney	Board of Directors
9	Marquez	Dr. Carina	Board of Directors
10	Martinez	Carolina	Board of Directors
11	Santamaria	Manuel	Board of Directors
12	Stein	Kevin	Board of Directors
13	Lopez	Bianca	Board of Directors
14	Slen	Joyce	Board of Directors
15	Isais	Antonio	Board of Directors
16	Granados	Luis	CEO
17	Ceguerra	Berlina	COO
18	Ramirez	Carlos	CFO
19	Spindle	Jillian	Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Garcia	Jose	Other Principal Officer
21	Chavez	Malea	Other Principal Officer
22			
23			
24			
25			
26			
27			
28			
29			
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32			
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38			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: [Loan Agreement - Not to Exceed \$37,820,766 - MEDA Precita Small Properties, LLC - 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street]
DATE: October 2, 2025

Resolution approving and authorizing the Mayor and the Director of the Mayor's Office of Housing and Community Development ("MOHCD") to execute loan documents relating to a loan with MEDA Precita Small Properties, LLC in a total amount not to exceed \$37,820,766 to finance the acquisition, rehabilitation, and permanent financing of fifteen multifamily rental housing buildings for low- to moderate-income households, consisting of a total of 89 residential rental units and nine ancillary commercial units, located at 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street, pursuant to the Small Sites Program (collectively, the "Project"); affirming the Planning Department's determination under the California Environmental Quality Act; adopting findings that the Project and the proposed transactions are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing the Director of MOHCD or his or her designee to execute the loan documents for the Project and make certain modifications to such loan documents, as defined herein, and take certain actions in furtherance of this Resolution.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org