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

#### GRANT AGREEMENT

between

#### CITY AND COUNTY OF SAN FRANCISCO

and

Housing Services Affiliate of the Bernal Heights Neighborhood Center

For

### MONTEREY BOULEVARD APARTMENTS

#### **403 MONTEREY STREET**

THIS GRANT AGREEMENT (this "**Agreement**") is made this July 1, 2018, by and between Housing Services Affiliate of the Bernal Heights Neighborhood Center, a California nonprofit public benefit corporation ("**Grantee**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**").

#### WITNESSETH:

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant through MOHCD's Local Operating Subsidy Program ("**Program**"); and

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

WHEREAS, the City's Board of Supervisors authorized execution of this Agreement on \_\_\_\_\_, 2018 pursuant to Resolution No. \_\_\_\_\_.

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

#### ARTICLE 1 DEFINITIONS

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

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

"Additional Leasing Date" shall have the meaning given to it in Section 4.1.

"Agreement Date" means the date this Agreement is duly executed and delivered by Grantee and MOHCD.

"Annual Monitoring Report" shall have the meaning given to it in Section 6.1.

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

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

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

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

"Assisted Units" means four (4) residential units at the Project.

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

"CFR" means the Code of Federal Regulations.

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

"Certificate of Preference Holder" means a person or household that has been issued a Certificate of Preference.

"Charter" shall mean the Charter of City.

"Charter Documents" shall have the meaning given in <u>Section 6.2</u>.

"City" means the City and County of San Francisco.

"City Loan Documents" means the MOHCD Loan Agreement and the documents executed in connection therewith.

"Controller" shall mean the Controller of City.

"Director" means MOHCD's Director or an authorized representative of the Director.

"Effective Date" means the Agreement Date.

"Event of Default" shall have the meaning set forth in Section 11.1.

"First Subsidy Payment" shall mean the Subsidy Payment for the initial period starting from the Effective Date.

"Grant Amount" shall have the meaning set forth in Section 5.1.

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

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

"HSH" means the San Francisco Department of Homelessness and Supportive Housing.

"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.

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

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

"Loan Committee" means the City review committee that selects Program grantees.

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

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

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

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

"MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.

"MOHCD Loan Agreement" means that certain loan agreement, dated as of \_\_\_\_\_\_, between MOHCD and Grantee with respect to a \$\_\_\_\_\_ loan.

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan

Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

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

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

"Operating Statement" shall have the meaning set forth in Section 6.1.

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

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

"Program Transition Reserve Account" shall have meaning given to it in Section 2.5.

"**Project**" means the four (4) unit housing project commonly known as Monterey Boulevard Apartments, which is located on the Real Property.

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

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

"**Projected Shortfall**" means the amount, if any, by which the Operating Costs for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

"Qualified Minimal Debt Service Payment" means a minimal debt service payment that Grantee must make under the MOHCD Loan Agreement, the Senior Loan Documents or any additional affordable housing loan for the Project, provided that Grantee first obtains MOHCD's written consent to such additional loan, including any proposed repayments to be made to such additional loan.

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

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

"Senior Loan Documents" means the following documents: None.

"Services Agreement" means a Contract for Services between Tenant Services Contractor and HSH for the provision of services to LOSP Clients at the Project, if HSH chooses to enter into such contract.

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

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

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

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

"Tenant Services Contractor" shall mean HSH, until such time that HSH chooses to enter into contract with a third party services contractor.

"Term" shall have the meaning given to in <u>Section 3</u>.

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

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

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

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

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

**1.2** Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of MOHCD. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOHCD. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to MOHCD. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

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

## **ARTICLE 2**

## APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

**2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD's obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to HSH for Subsidy Payments and transfer of such funds from HSH to MOHCD (or as MOHCD may direct such funds to be transferred directly by HSH to Grantee), which appropriation and transfer is subject to HSH's annual operating budget, or (b) appropriation of

sufficient funds for Subsidy Payments to MOHCD's annual operating budget. If the funds appropriated for Program subsidy payments in a given year will be insufficient to fund the total Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 3 TERM

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate on the 31<sup>st</sup> day of December, 2033, unless earlier terminated in accordance with the terms herein.

## ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

#### 4.1 Lease of Assisted Units.

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

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "**Termination Notice Date**"). City shall accordingly deliver a Referral to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to the LOSP Client within the sixty (60) day period immediately following its receipt of such Referrals (each such additional lease update shall be referred to as an "Additional Leasing Date"). The period of time

between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "**Vacancy Period**". After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referrals at any time, until City delivers such Referrals, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of **Exhibit D**, and such request shall not be unreasonably denied.

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

(c) Intentionally Omitted

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

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

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

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

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

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

## 4.2 Rent Restrictions.

(a) Gross Rent charged for any Tenant shall be the lower of thirty percent (30%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.

(b) With the written approval of HSH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing,

Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.

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

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

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

### 4.4 [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

## 4.7 [Intentionally Omitted]

### 4.8 Maintenance and Management of Project.

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

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

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

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

## 4.9 Services Agreement; Provision of Services.

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

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

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

#### ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1** Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed One million six hundred sixty-two thousand, three hundred forty-two Dollars \$1,662,342(the "Grant Amount"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

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

### 5.2 Subsidy Payment Amounts and Adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

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

**6.2** Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the "Charter Documents"): a certified certificate of status and (a) if Grantee is a corporation, its bylaws, and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its operating agreement, a certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.

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

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

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

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

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

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

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

## ARTICLE 7 TAXES

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

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

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

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

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

**7.3** Earned Income Credit (EIC) Forms. Administrative Code Section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

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

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

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

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

### ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

### ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

**Indemnification**. Grantee shall indemnify, protect, defend and hold harmless each of the 9.1 Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

## ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

## ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.

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

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

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

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

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

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

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

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs

incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City..

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

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

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

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

### ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

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

### ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

**13.1** No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or

20 | Page

obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.

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

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

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

## ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

#### 14.3 Consequences of Recharacterization.

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

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

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

## ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOHCD or City:

Mayor's Office of Housing and Community Development One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: Asset Manager Telephone No.: 415-701-5500 Facsimile No.: 415-701-5501

If to Grantee:

San Francisco, CA 94102 Attention: Executive Director

With a copy to:

Attention: General Counsel

**15.2 Effective Date**. All communications sent in accordance with <u>Section 15.1</u> shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.

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

#### ARTICLE 16 COMPLIANCE

### 16.1 Reserved.

#### 16.2 Nondiscrimination; Penalties.

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

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

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

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

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

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

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

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

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

**16.7** Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

## 16.8 Requiring Minimum Compensation for Employees.

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

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

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

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

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

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

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

including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

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

## 16.10 First Source Hiring Program.

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

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

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

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

26 | Page

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

e. Liquidated Damages. Contractor agrees:

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

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

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

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

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

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

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

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

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

**27** | Page

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

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

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

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

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

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

If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees

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

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

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

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

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

(1) The disclosure is authorized by this Agreement;

(2) The Grantee received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is expressly required by a judicial order.

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

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

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

**16.15 Public Access to Meetings and Records.** If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

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

### 16.18 Slavery Era Disclosure.

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

(b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee

acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.

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

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

## ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

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

Exhibit A, Projected Project Subsidy Payments

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

Exhibit C, Real Property Legal Description

Exhibit D, LOSP Client Selection Criteria

Exhibit E, Intentionally Omitted

Exhibit F, Lobbying/Debarment Certification Form

Exhibit G, Annual Monitoring Report

Exhibit H, Tenant Selection Plan Policy – LOSP

Exhibit I, Tenant Screening Criteria Policy - LOSP

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

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

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

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

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

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

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

## [REMAINDER OF PAGE INTENTIONALLY BLANK]

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

## CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:

Mark Farrell Mayor

By:

Kate Hartley Director, Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA City Attorney

By:

Deputy City Attorney

**GRANTEE:** 

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

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

a California nonprofit public benefit corporation

Name: \_\_\_\_\_ Its:

Federal Tax ID #: \_\_\_\_\_

City Vendor Number: \_\_\_\_\_

# LOSP FUNDING SCHEDULE

Project Address: Monterey Boulevard Apartments

Project Start Date: 7/1/2018

Exhibit A

				Total	8
			D.	Disbursement	Estimated
		Full Year	# Months	for	Disbursement
Calendar Year		Funding Amount	to Fund	Calendar Year	Date
CY-1	2018	\$72,425	6	\$36,213	6/1/2018
CY-2	2019	\$75,771	12	\$75,771	1/1/2019
CY-3	2020	\$79,313	12	\$79,313	1/1/2020
CY-4	2021	\$83,067	12	\$83,067	1/1/2021
CY-5	2022	\$87,047	12	\$87,047	1/1/2022
CY-6	2023	\$91,271	12	\$91,271	1/1/2023
CY-7	2024	\$95,759	12	\$95,759	1/1/2024
CY-8	2025	\$100,529	12	\$100,529	1/1/2025
CY-9	2026	\$105,605	12	\$105,605	1/1/2026
CY-10	2027	\$111,010	12	\$111,010	1/1/2027
CY-11	2028	\$116,771	12	\$116,771	1/1/2028
CY-12	2029	\$122,917	12	\$122,917	1/1/2029
CY-13	2030	\$129,479	12	\$129,479	1/1/2030
CY-14	2031	\$136,491	12	\$136,491	1/1/2031
CY-15	2032	\$141,536	12	\$141,536	1/1/2032
CY-16	2033	\$149,565	12	\$149,565	1/1/2033

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

.

				MOHCD Proform a - Year 1 Operation	g Budget	
Application Date:	LOSP Units	Non-LOSP Units			Monterey Boulevard Apartments	
Total # Units: 4 First Year of Operations (provide data assuming that	4	0	]	•	103 Monterey Blvd	
Year 1 is a full year, i.e. 12 months of operations): 2018 INCOME	LOSP/non-LO 100% LOSP	non-LOSP	] Total	Project Sponsor:	Comments	
Residental - Tenant Rents Residental - Tenant Assistance Payments (Non-LOSP) Residental - LOSP Tenant Assistance Payments	9,744	0	9,744	Links from Existing Proj - Rent I Links from Existing Proj - Rent I	nfo' Worksheet	
Commercial Space	72.425		72,425	Links from 'Commercial Op Bud	gef Worksheet	
Residential Parking Miscellaneous Rent Income	0	0	0	Links from Utilities & Other Inco Links from Utilities & Other Inco	me' Worksheet me' Worksheet	
Supportive Services Income Interest Income - Project Operations	0	0	0	Links from Utilities & Other Inco Links from Utilities & Other Inco	me' Worksheet	
Laundry and Vending Tenant Charges Miscellaneous Residential Income	499	0	0	Links from Utilities & Other Inco	me' Worksheet	_
	0	0	0	Links from Utilities & Other Inco Links from Commercial Op Bud	get Worksheet	
Withdraval from Capitalized Reserve (deposit to operating account) Gross Potential Income Vacancy Loss - Residential - Tenant Rents	82,668 (437)	0	82,668 (497)	Vacancy loss is 5% of Tenant R #DiV/01	ents.	
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	82.181	0	0	#DIV/01 Links from 'Commercial Op Bud PUPA: 2	get Worksheet	
OPERATING EXPENSES	82,181	•	82,181	PUPA: 2		
Management Management Fee	5,100	0	5,100	1st Year to be set according to H	UD schedule	
Asset Management Fee Sub-total Management Expenses	5.202 10,302	0	5 202 10,302	PUPA: 1	576	
Salaries/Benefits Office Salaries Marager's Salary	4.212	0	4.212	Increased from 2,184 after City a	elerted BHINC that this was less than 5-yr avg	
Methodors Source and Oher Benefits Other Salares/Benefits	0	0				-
Administrative Rent-Free Unit Syb-total Salaries/Benefits	4,212	0	4,212	PUPA: 1	.053	
Administration	0	0				
Advertsing and Marketing Office Expinses Office Rent	120	0	120		A set of the set of the set of	
Legal Expense - Property Audt Expense	10,000	0	10.000			
Bookkeeping/Accounting Services Bad Debts Miscellaneous	1,680	0	1,680			
Sub-total Administration Expenses	650 15,126	0	650 15,126	PUPA: 3	7.782	e:
Utilities Electricity Water	5,636	0	5,636 5,503			
Gas	5,503 5,496	0	5,503 5,496			
Sever Sub-total Utilities	0 16,635	0	16,635	PUPA: 4	1,159	
Taxes and Licenses	641			10150 hours 11 222 h		
Real Estate Taxes Payroll Taxes Macolinacous Taxes Licenses and Remits	0	0	641	MOHCD: Increased from 328 to	5-yr average or 641	
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses Insurance	641		641	PUPA: 1	60	
Property and Liability Insurance Erdelity Rond Insurance	1,802	0	1,802			
Worker's Compensation Director's & Officers' Liability Insurance	0 336	0	335			
Maintenance & Repair	2,138	0	2,138	PUPA: 5	i35	
Payroll Supplies	3,948	0	3,948 2,819			
Contracts Garbage and Trash Removal	11,605	0 . 0	· 11,605 3,500			
Security Payrol/Contract HVAC Repairs and Maintenance Valida and Maintenance Environment Operation and Repairs	250	0	250			
Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	4,950	0	4,950	PUPA: 0	.768	
		-				_
Supportive Services	0	0				
Supportive Services Commercial Expenses	ELEX-	0	0	Links from 'Commercial Op Bud		
Commercial Expenses TOTAL OPERATING EXPENSES	0 76,126	0	0 76,126	Links from 'Commercial Op. Bud PUPA: 1		
Commercial Expenses TOTAL OPERATING EXPENSES Reserves07ound Lease Bass RentBond Fees Oround Lease Base Rent	76,126	0	0	PUPA: 1		
Commercial Expenses TOTAL OPERATING EXPENSES Reserves/Ground Lease Bass Rent/Bond Fees Ground Lease Bass Rent Bond Montring Fee Reserves The Rent Rest Address Participates Rest Rest Rest Rest Rest Rest Rest Rest	76,126 0 3,600	0 	0 76,126	PUPA: 1	9,032 Provide additional comments here, if needed	
Communical Expenses TOTAL OPERATING EXPENSES Reserves OFFORM Lease Base ReatBood Fees Ground Lease Base Reat Communication Communicati	76,126 0 0	0	0 76,126 0 3,600 2,455	PUPA: 1	9,032 Provide additional comments here, if needed.	
Commercial Expenses TOTAL OPERATING EXPENSES Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Rend Montemor Fee	76,126 0 3,600 .2,455 0	0 0 0 0 0	0 76,126 0 3,600 2,455	PUPA: 1	8,032 rovide additional comments here, if needed inses get Worksheet Min DBCR	103
Communical Expenses TOTAL OPERATING EXPENSES Reserves OFFORM Lease Base ReatBood Fees Ground Lease Base Reat Communication Communicati	76,126 0 3.600 .2.455 0 0 6,055	0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 0 6,055	PUPA: 1 3% of pror year's operating expe Links from Commercial Op. Bud PUPA: 1,514	18,922 Porské additional comments here, if needici Instes get Worksheet Montgage Rate Term (Vers)	5 00%
Communical Expanses TOTAL OPERATING EXPENSES Reserve 30 round Lease Base ReatBood Fees Ground Lease Base Reat Bood Montang Tele Bood Montang Tele Bood Montang Tele Bood Process Boots Doorder Reparts Exercise 10 possis Doorder Reparts Exercise 10 possis Doorder Reparts Exercise 10 possis Soli-Bool Reserves 20 possis Soli-Bool Reserves 20 possis Soli-Bool Reserves 20 possis Soli-Bool Reserves 20 possis Total OPERATING EXPENSES	76,126 0 3.600 .2455 0 0	0 0 0 0 0	0 76,126 0 3,600 2,455 0 6,655 82,181	PUPA: 1	18,022 Porcela additional comments here. If needed Anses ger: Worksheet Mortgage Rate Terr (Your) Supportable (16 Mortgage Rate Supportable (16 Mortgage Rate	5 00% 30 50
Commercial Expanses TOTAL OPERATING EXPENSES Reserve Strong Lasse Base Reat Bood Fees Ground Lasse Base Reat Bood Monking To Strong Content Reserve Dysoet Content Reserve Dysoet Content Reserve Dysoet Sub-table Reserve Dispost Sub-table Reserve Dispost Sub-table Reserve Dispost Sub-table Reserve Dispost TOTAL OPERATING EXPENSES (// Reserve SU Reserve	76,126 0 0 3,600 2,455 0 0 6,055 82,181 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 6,055 82,181 0	PUPA: 1 3% of pror year's opening ope (akis from Commercial Op Bue PUPA: 15/14 PUPA: 20,545 PUPA:	19.032 Texida additional comments have if needed onese ger Worksheet Margapa Ras Terri (Yong) Supportatier Historgapa Ant Propent Historgapa Ant	5 00%
Commercial Expanses TOTAL OPERATING EXPENSES Reserve Strong Lasse Base Reat Bood Fees Ground Lasse Base Reat Bood Monking To Strong Content Reserve Dysoet Content Reserve Dysoet Content Reserve Dysoet Sub-table Reserve Dispost Sub-table Reserve Dispost Sub-table Reserve Dispost Sub-table Reserve Dispost TOTAL OPERATING EXPENSES (// Reserve SU Reserve	76,126 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 6,655 82,181 0	PUPA: 1	19.002 Texcide additional comments here. if needed texts ger Worksheet Mongan Rais Superside His Mongan Rais Superside His Mongan Ant Proposite Hi	5 00% 30 50
Communical Expanses TOTAL OPERATING EXPENSES Reterrors Original Control Laser Base ReatBood Frees Control Lase Base Reat Control Lase Base Reat Control Lase Base Reat Control Lase Base Reat Control Laser Base Control Laser Control Laser Base Control Laser Base Control Laser Control Laser Base Control Laser Contro	76,126 0 0 3.600 0 0 0 0 6,055 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 6,655 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	16.02 Provide additional comments here, if needed Anses Provide additional comments here, if needed Organization Provide additional comments here if needed Temporal (subsequents here Provide additional comments here if needed Provide additi	5 00% 30 50
Communical Expanses TOTAL OPERATING EXPENSES TOTAL OPERATING EXPENSES Communication Examples and the examples of the examples	76,126 0 3.600 2.455 6,055 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1	16.02 Provide additional comments here, if needed Anses Provide additional comments here, if needed Organization Provide additional comments here if needed Temporal (subsequents here Provide additional comments here if needed Provide additi	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserve 30 your data sear ReatBood Fees Goround Lease Base ReatBood Fees TotAL OPERATING EXPENSES (# Reserve 30 your data Read Data Feesing State Active 30 your data Read Commence 14 you Data States Commence Commence 14 you Data States Commence	76,126 0 3.600 2.455 6,055 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	16.02 Provide additional comments here, if needed Anses Provide additional comments here, if needed Organization Provide additional comments here if needed Temporal (subsequents here Provide additional comments here if needed Provide additi	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserve 30 your data sear ReatBood Fees Goround Lease Base ReatBood Fees TotAL OPERATING EXPENSES (# Reserve 30 your data Read Data Feesing State Active 30 your data Read Commence 14 you Data States Commence Commence 14 you Data States Commence	76,126 0 3.600 2.455 6,055 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	16.02 Provide additional comments here, if needed Anses Provide additional comments here, if needed Organization Provide additional comments here if needed Temporal (subsequents here Provide additional comments here if needed Provide additi	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserve 30 your data sear ReatBood Face Ground Lease Base Reat Bood Monthmy Technology Communication and the search of the sea	76,126 0 0 3,600 0 6,055 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,726 0 3,500 2,455 6,645 6,645 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	16.02 Provide additional comments here, if needed Anses Provide additional comments here, if needed Organization Provide additional comments here if needed Temporal (subsequents here Provide additional comments here if needed Provide additi	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserves Oround Lasse Bass ReatBood Fees Ground Lasse Bass Reat Ground Lasse Bass Ground Lasse G	76,126 0 3.603 2.453 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,126 0 3.600 2.455 2.455 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	19.022 Texcide additional comments here if needed asses ger Worksheet Mongan Rais Separaties Historype Ant Provide additional comments here if needed Texcide additional comments here if needed ger Worksheet ger Works	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserve 30 your data sear RestBood Fees Goround Lease Base RestBood Fees TotAL OPERATING EXPENSES (# Keesing Lease Base RestBood Fees Goround Lease Base RestBood Fees TotAL OPERATING EXPENSES (# Resinger CL Base RestBood Fees) RestBood Fees Goround Lease RestBood RestPoint Cl Base RestBood Fees DEBT SERVICEMUST PAY PAYLEETIS (* Leader Keinotzed Lease Leader Deit - Initia Cl Base RestBood Fees TotAL APROVED Initia DEBT SERVICE) Abasebood Commence Base RestBood Cl Base Commence Hand Debt Service CSAH FLOW(INDI minus DEBT SERVICE) MassBood Cashing Looring TotAL HARD DEBT SERVICE INSES TIAL FRACED MONCE DEAR EXPINE THE REVICE INVARIANCE DEAR MassBood Cashing Looring TotAL HARD DEBT SERVICE (# Statistication Cl Base RestRevice II Variate Revice III Variate Revice IIII Variate Revice IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	76,126 0 3.600 0 6.053 82,181 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 76,126 0 3,600 2,455 82,151 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 11 35.6 prorysa/s operating opp 135.6 prorysa/s operating opp 147.1574 PUPA: 20.545 PUPA:	19.002 Terrote additional comments here if needed terrote terr	5 00% 30 50
Communical Expanses TOTAL OPERATING EXPENSES Reserves Ground Lease Base ReatBood Fees Ground Lease Base Reat Ground Lease Base Ground Lease Base Ground Lease Base Ground Lease	76,126 0 3 600 0 0 0 0 0 0 0 0 0 0 0 0		0 76,126 0 3,600 2,4555 82,151 82,151 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of pror yaws openating opp Unas from Commercial Op Bue PUPA: 1,514 PUPA: 20,545 PUPA: Unas from Commercial Op Bue PUPA: 0 Unas from Commercial Op Bue PUPA: 0 PUPA: 0 PUPA	19.002 Texciola additional comments here if needed asses ger Worksheet Mongan Rate Sepanate Historyap Ant Sepanate Historyap Ant Sepanate Historyap Ant Sepanate Historyap Ant Provide additional comments here if needed addition	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES TOTAL OPERATING EXPENSES TOTAL OPERATING EXPENSES Communication and the set of the set o	76,126 0 3 603 2 453 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,126 0 3,600 2,4555 82,151 82,151 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of pror yaws openating opp Unas from Commercial Op Bue PUPA: 1,514 PUPA: 20,545 PUPA: Unas from Commercial Op Bue PUPA: 0 Unas from Commercial Op Bue PUPA: 0 PUPA: 0 PUPA	19.002 Texciola additional comments here if needed asses ger Worksheet Mongan Rate Sepanate Historyap Ant Sepanate Historyap Ant Sepanate Historyap Ant Sepanate Historyap Ant Provide additional comments here if needed addition	5 00% 30 50
Communical Expanse TOTAL OPERATING EXPENSES Reserves Ground Lasse Bass ReatBood Fees Ground Lasse Bass Reat Ground Lasse Bass Ground Lasse G	76,126 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,126 0 3,600 2,4555 82,151 82,151 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of pror yaws openating opp Unas from Commercial Op Bue PUPA: 1,514 PUPA: 20,545 PUPA: Unas from Commercial Op Bue PUPA: 0 Unas from Commercial Op Bue PUPA: 0 PUPA: 0 PUPA	19.022 To clos additional comments here if needed	500% 30 50 5230,033
Communical Expanse TOTAL OPERATING EXPENSES TOTAL OPERATING EXPENSES TOTAL OPERATING EXPENSES Communication and the set of the set o	74,126 0 3,605 2,2455 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,116 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of providence of the Busice PUPA: 1,514 PUPA: 20,515 PUPA: 20,515 PUPA	19.022 To clos additional comments here if needed	500% 30 50 5230,033
Communité Espanse Tortal OPERATING EXPENSES Reserves Découd Lass Bass ReatBood Fres Soudi Lass Bass ReatBood Participation Reares Déposit Soudi Lass Bass ReatBood Soudi Lass Bass ReatBood Soudi Lass Bass ReatBood Soudi Lass ReatBood Soudi Lass ReatBood Soudi Lass ReatBood Soudi Lass ReatBood Soudi Lass ReatBood Read ReatBood Soudi Lass ReatBood Soudi Lass ReatBood Read Bood Read ReatBood Soudi Lass ReatBood Read Read Freit Bood Des Lass Contened Des Lass Contened Soudi Lass ReatBood Read Bood Read Read Freit Lass Read Read Freit Read Read Freit Lass Read	74,126 0 3,605 2,2455 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,126 2,455 6,6455 82,161 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of prory savis openating copy 2% of prory savis openating copy PUPA: 15.14 PUPA:	19.022 Texola additional comments here if needed Inter- per Worksheet Inter- In	5 00% 30 5 2331,033
Communical Expanse Tortal OPERATING EXPENSES Reserved Rever Deposit Social Values Barrier Social Values So	74,126 0 3,605 2,2455 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,114 0 3,5600 2,455 82,1451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1 3% of prory savis openating copy 2% of prory savis openating copy PUPA: 15.14 PUPA:	19.023 The destandance of the set of needed  The destandance of the set of the destandance of the se	5 00% 30 5253.083
Communical Expanses TOTAL OPERATING EXPENSES Reserves Ground Lasse Bass Reat Bood Fees Ground Lasse Bass Reat Ground Lasse Ground Las	74,126 0 3,605 2,2455 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,125 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  3% of processors openating sope Parka: (5/14  PUPA: 15/14  PUPA: 25,545  PUPA:  Californ Commercial Op. Buck PUPA: (5/14)  PUPA: (5/14) PUPA	19.922 Texcite additional comments have if needed Texcite additionad	5 00% 30 5 0 1 5 2231,033
Communical Expanses TOTAL OPERATING EXPENSES Reserves Ground Lasse Bass ReatBood Fees Ground Lasse Bass Reat Ground Lasse Ground Lass	74,126 0 3,605 2,2455 0 0 0 0 0 0 0 0 0 0 0 0 0		0 76,116 0 3,5600 2,455 82,1451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  St grow years openating upp  This from Commercial Op Buc PUPA: 1,514  PUPA: 20,545  PUPA:  Chis from Commercial Op Buc PUPA:  PUPA: 0  PUP	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,035 200,000,000,000,000 200,000,000,000 200,000,0
Communical Expanse ToriaL OPERATING EXPENSES Reserves Original Lange Basis Rent Control (Lange Control (Lange Control (Lange Control (Lange Control (Lange Control (Lange Basis Rent Control (Lange Contr	74,124		0 76,116 0 3,5600 2,455 82,1451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  St grow years openating upp  This from Commercial Op Buc PUPA: 1,514  PUPA: 20,545  PUPA:  Chis from Commercial Op Buc PUPA:  PUPA: 0  PUP	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,035 200,000,000,000,000 200,000,000,000 200,000,0
Communical Expanse Communical Expanse Torial OPERATING EXPENSES Reserve Decode Lass Bass RearBood Free Social Lass RearBood Free	74,124		0 76,116 0 3,5600 2,455 82,1451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  St grow years openating upp  This from Commercial Op Buc PUPA: 1,514  PUPA: 20,545  PUPA:  Chis from Commercial Op Buc PUPA:  PUPA: 0  PUP	19.922 Texcite additional comments have if needed Texcite additionad	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,000000000000000000000000000000
Communical Expanse Torial, OPERATING EXPENSES Reserves Original Lange Basis Rent Control (Lange Control (Lange Control (Lange Control (Lange Control (Lange Control (Lange Basis Rent Control (Lange Cont	74,124		0 76,116 0 3,5600 2,455 82,1451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  St grow years openating upp  This from Commercial Op Buc PUPA: 1,514  PUPA: 20,545  PUPA:  Chis from Commercial Op Buc PUPA:  PUPA: 0  PUP	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,000000000000000000000000000000
Communical Expanses TOTAL OPERATING EXPENSES Reserves Ground Lasse Bass Reat Bood Fees Ground Lasse Bass Reat Communication Lasses Reat Communication Lasses Reat Communication Communic	74,124		0 76,126 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,000000000000000000000000000000
Communical Expanses TOTAL OPERATING EXPENSES Reserves Ground Lasse Bass Reat Bood Fees Ground Lasse Bass Reat Communication Lasses Reat Communication Lasses Reat Communication Communic	74,124		0 76,116 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  3% of processes of processes 3% of processes of processes PUPA: 1514 PUPA: 1514 PUPA: 15,515 PUPA: Casis from Commercial Op ID: Casis PUPA: 0  PUPA	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,000000000000000000000000000000
Communitiel Expanse Torial, OPERATING EXPENSES Reserves Original Lange Basis Rent Control (Lange Basis Rent) Control (Lange Bas	74,124		0 76,125 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1  3% of processes of processes 3% of processes of processes PUPA: 1514 PUPA: 1514 PUPA: 15,515 PUPA: Casis from Commercial Op ID: Casis PUPA: 0  PUPA	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 2230,035 200,000,000000000000000000000000000000
Communical Expanse TOTAL OPERATING EXPENSES Reserves Ground Lasse Base Reat Management Communication and the set of the s	74,124		0 76,125 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUPA: 1	19.032 Provide additional comments here if needed per Worksheet Per Vorsing additional comments here if needed per Vorsing additional comments here if needed per Vorsing additional comments here if needed provide additional comments here if	5 00% 30 5 0 5 2230,033 2230,035 200,035 200,000,000 200,000 200,000,000 200,00000000

1 of 1

Ionterey Boulevard Apartments

MOHCO Proforma - 20 Year Cash Flow

Total # Units:	LOSP	Non-LOSP Units										
4	100 00%	0 0.00%			Year 1 2018			Year 2 2019			Year 3 2020	
NCOME	inc LOSP	% annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non- LOSP	Total	LOSP	non- LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	1.0% r/a r/a	2.5% n/a		9.744	:	9,744 - 72,425	9.841	:	9,841	9 940	:	9,940
Commercial Space Residential Parking	r/a 2.5%	n/a 2.5% 2.5%		-	1000				-	19313		
Miscelaneous Rent Income Supportive Services Income	2.5%	25%			:		:			• •		
Interest Income - Project Operations Laundry and Vending Tenant Charges	25% 25% 25%	25% 25% 25%		499	<u> </u>	499	512		512	524		524
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	25%		ing states	-		in section of		•	·		
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income	n/a	n/a	Link from Reserve Section below, as applicable	82,663		82,668	85,124		86,124			89,777
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a n/a	r/a r/a r/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not	(437)	:	(437)	(492)	•	(492)	(497)		(497)
EFFECTIVE GROSS INCOME OPERATING EXPENSES	n/a j	rva	appropriate	82,181		82,181	85,632		85,632	89,230		69,280
Management			1st Year to be set according to HUD								-	
Vanagement Fee Asset Management Fee Sub-total Management Expenses	3.5%	3.5%	per MOHCD policy	5 100 5 202 10,302		5,100 5,202 10,302	5.279 5.384 10,653	:	5.279 5.384 10,663	5,453 5,573 11,035		5,463 5,573 11,036
Salaries/Benefits Office Salaries	35%	3.5%		4212		4,212	4,350		4,359	4.512		4,512
Vanager's Salary Heath Insurance and Other Benefits Other Salanes/Benefits	35% 35% 35%	3.5% 3.5% 3.5% 3.5%			:					•		
Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5%		4,212		4,212	4,359		4,359	4,512		4,512
Administration Advertising and Marketing	35% 35%	3.5%										•
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		120		120 - 10,000	124		124 10,350	129		129
Audt Expense Bookkeeping/Accounting Services	3.5%	35%		1,299		1,299	1,344		1,344	1,392		1,392
Bad Debts Miscelaneous	35% 35%	35%		1.377	<u>.</u>	1,377 650	1.425	:	1,425 673	1,475	:	1,475
Sub-total Administration Expenses Utilities Electricity	35%	3.5%		15,126		15,126	15,655		15,655	16,203 6.037		16,203 6,037
Gas	35% 35% 35%	35% 35% 35%		5 503	-	5,503	5.695		5,696	5.895		5,895
Sewer Sub-total Utilities Taxes and Licenses	35%	3.5%		16,635	:	16,635	17,217	:	17,217	17,820	:	17,820
Real Estate Taxes Payrol Taxes	35%	35%		641	:	641	663	:	663	637	:	687
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	35%	3 5%		641	:	641	653	;	663	637	:	- 687
Insurance Property and Liability Insurance Fidelity Bond Insurance	50% 3.5%	5.0% 3.5%		1,802		1,802	1,892		1,892	1,987		1,987
Director's & Officers' Liability Insurance	35%	35%		- 336	-	336	- 353		353	- 370		370
Maintenance & Repair	2.64	2.614		2,138	•	2,138	2,245		2,245	2,357	•	2,357
Payrol Supples Contracts	35% 35% 100%	35% 35% 100%		3943 2819 11,605		3.948 2.819 11.605	4,086		2.918	4 229 3 020 14 042		4.229 3.020 14.042
Garbage and Trash Removal Security Payroli/Contract	35%	3.5%		3.500 250	:	3.500 250	3,623	•	3,623 259	3.749 268		3,749 268
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	35% 35% 35%	35%		-	:	4,950				5.303		
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses				4 950 27,072	:	27,072	5.123 28,774		5,123 28,774	30,611		5.303 30,611
Supportive Services Commercial Expenses	3 5%	3.5%		and the second			The West	1000	:	A CONT	Track	
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees				76,126		76,126 19,032	79,577	•	79,577 Note: Hidden o	83,225	•	83,225
Ground Lease Base Rent Bond Montoring Fee					:	· ·	•		Hole Holes o	-	etween total col -	unita 70 sposi
Replacement Reserve Depost Operating Reserve Depost				3.600		3,600 2,455	3,600		3.600 2.455	3,600		3,600
Other Required Reserve 1 Deposit. Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial					:	:				:	:	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon	4			6,055		6,055	6,055		6,055	6,055 89,280		6,055
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)	u reesj			82,181		20,545	85,632					
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized to Hard Debt , Erst Lender			Enter comments re: ennual increase, etc.						Note Hidden o	olumns are in t	etween total col	umna To updat
Hard Debt - Second Lender (HCD Program 0.42% pyrnt, or other 2nd L Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	ender)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			•	•	•		•	•	
Hard Debt - Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE			Enter comments re: annual increase, etc.		-	· ·		-		Chest and	-	
CASH FLOW (NOI minus DEBT SERVICE)								:			:	1.0
Allocation of Commercial Surplus to LOPShon-LOSP (residual inco AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)	me)		DSCR	:	:	. נ	:	:		:		
USES THAT PRECEDE MOHAD DEBT SERVICE IN WATERFALL "Below-the-Ine" Asset Mgt fee (uncommon in new projects, see policy)	35%	3.5%	ser MOHCD policy				•	· ·	Note: Hidden o	dumna are in b	etween total co	umna. To updat
Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	35%	35%	per MOHCD policy per MOHCD policy no annual increase	•		•	:				•	
Other Payments Non-amoritzing Loan Print - Lender 1 Non-amoritzing Loan Print - Lender 2			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			· ·						
Deferred Developer Fee (Enfer ant <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD	1											
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDI	NG MOHCE									<u> </u>		
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner	0	Yes No 67% / 33%										
				Max Deferred Dev								
MOHCD RESIDUAL RECEIPTS DEBT SERVICE		Dist. Soft Debt Loans	Allocation per pro rata share of all soft debt	Cum. Deferred De	veloper Fee	•						· ·
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground		100.00%	loans, and MOHCD residual receipts policy									
Lease			Proposed Total MOHCD Amt Due less Loan Repayment	]								
NON-MOHCO RESIDUAL RECEIPTS DEBT SERVICE FICD Residual Receipts Amount Due Leader 4 Residual Receipts Due		0 00%	No HCD Financing	1		<u> </u>						·
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service		0.00%		1		<u> </u>	100				-	
REMAINDER (Should be zero unless there are distributions												
below) Owner Distributions/Incentive Management Fee Other Distributions/Uses	1									-		
Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE									•			
Replacement Reserve Starting Balance Replacement Reserve Deposits						116,282 3,600			119,882 3,600			123,482 3,600
Replacement Reserve Withdrawa's (dealy ted to CNA) Replacement Reserve Interest RR Running Balance						119.882			123,482			127,082
OPERATING RESERVE - RUNNING BALANCE			RR Balance Unit			\$29,971			\$30,871			\$31,771
Operating Reserve Starting Balance Operating Reserve Deposits						2,455			2,455 2,455		-	4,910 2,455
Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance				1		2,455			4,910			7,365
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE		OR Balance a	s a % of Prior Yr Op Exps + Debt Service			2,703			6.0%			8.6%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits						•			:			:
Other Reserve 1 Withdrawals Other Reserve 1 Interest Other Required Reserve 1 Running Balance				1							1	
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance Other Reserve 2 Deposts	1			1			r -		· ·	1		
				1		· ·			•			
Other Reserve 2 Deposts Other Reserve 2 Withdrawals Other Reserve 2 Interest												and the second

1 of 7

#### MOHCD Proforma - 20 Year Cash Flow

Monterey Boulevard Apartments	LOSP	Non-LOSP										
Total # Units: 4	Units 4 100.00	Units 0 % 0.009			Year 4 2021			Year 5 2022			Year 6 2023	
INCOME	% annu Inc LOS	al % annua P Increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	1.0% n/a n/a	2.5% n/a n/a		10.039		83,057	10.140	:	87.047	10.241		91,271
Commercial Space Residential Parking Miscelaneous Rent hoome	n/a 2.5%	2.5%										
Supportive Services Income Interest Income - Project Operations Laundry and Vending	25% 25% 25%	25% 25% 25%		538	· ·	-		•				565
Tenant Charges Miscelaneous Residential Income	25% 25% 25%	25% 25% 25%								-		
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	2.5%	Link from Reserve Section befow, as applicable				97,738		97,738	102,077		102,077
Gross Potential Income Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a n/a	n/a n/a n/a	Enter formulas manually per relevant MOH policy, ennual incrementing usually not	93,643 (502)		93,643 (502)	(507)		(507)	(512)		(512)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME OPERATING EXPENSES	r/a	n/a	appropriate	93,141		93,141	97,231		97,231	101,565		101,565
Management Management Fee	3 5%	3.5%	1st Year to be set according to HUD schedule.	5 654		5.654	5 852		5,852	6.057		6.057
Asset Management Fee Sub-total Management Expenses Salaries/Benefits	3.5%	3.5%	per MOHCD policy	5.768	:	5,768 11,422	5 969 11,822	:	5.969	6.178 12,235		6,178 12,236
Office Salares Manager's Salary Heath Insurance and Other Benefits	35% 35% 35%	3.5% 3.5% 3.5%		4.670		4,670	4,833	•	4,633	5.003		5.003
Other Salaries/Benefits Administrative Rent-Free Unit	35%	35%				4 670						:
Sub-total Salaries/Benefits Administration Advertising and Marketing	3.5%	3.5%		4,670	•		4,833	•	4,833	5,003	•	5,003
Office Expenses Office Rent Legal Expense - Property	35%	35% 35% 35%		133		133	138		138	143		143
Audt Expense Bookkeeping/Accounting Services	35%			1,440 1,863 1,527		1,440 1,863 1,527	1,491 1,928 1,580		1,491 1,923 1,580	1.543	•	1.543 1.995 1,635
Bad Debts Miscelaneous Sub-total Administration Expenses	35%	3.5%		721		721	745	÷	748	1,635		1,635 772 17,965
Utilities Electricity Water	35% 35%	3.5%		6,249	:	6.249	6.457 6.315	:	6,457	6.694		6,694 6,536
Gas Sewer Sub-total Utilities	35%	3.5%		6.094		6.094	6 307	:	6.307	6 528		6,528
Taxes and Licenses Real Estate Taxes	3.5%	3.5%		711		711	736		736	761		761
Payrol Taxes Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	35%	3.5%			÷	711	- - 736	÷	736	- 761		- - 761
Insurance Property and Liability Insurance Fidelity Bond Insurance	50% 35%	5.0%		2.086	:	2.088	2.190		2,190	2 300	:	2.300
Worker's Compensation Drector's & Officers' Liability Insurance Sub-total Insurance	3.5%	35%		- 359 2,475	•	- 359 2,475	- 		- 408 2,599	429		429 2.723
Maintenance & Repair Payrol	3.5%	3.5%		4.377		4.377	4 530		4,530	4 689		4,689
Supples Contracts Garbage and Trash Removal	35% 100% 35%	3.5% 10.0% 3.5%		3.125 15.446 3.631		3,125 15,448 3,881	3 235 16 991 4 016		3 235 *16 991 4,018	3.348 18.690 4.157		3,348 18,690 4,157
Security Payrol/Contract HVAC Repairs and Maintenance	35% 35% 35%	3.5% 3.5% 3.5%			· ·	277	297		287		· ·	- 297
Vehicle and Maintenance Equipment Operation and Repairs Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3 5%	3.5%		5,488 32,595	:	5.488 32,595	5.680 34,740	:	5.680 34,740	5.879 37,050	:	5.879 37,060
Supportive Services Commercial Expenses	3 5%	3.5%							:			:
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees				87,086 'n tielete values i	· ·	87,085 anipulale each c	91,176 oil rather than dr	Apping across m	91,176 utple cells	95,510		95,510
Ground Lease Base Rent Bond Monitoring Fee				3.600	:	3,600	- 3 600	:	3,600	3 600	:	3.600
Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit				2.455		2,455	2.455		2,455	2.455		2.455
Other Required Reserve 2 Deposit Required Reserve Deposit/s. Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees				6,055	:	6,055	6,055	<u>.</u>	6,055	6,055		- 6,055
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon PUPA (w/ Reserves/GL Base Rent/Bond Fees)	d Fees)			93,141		93,141	97,231		97,231	101,565		101,565
NET OPERATING INCOME (INCOME minus OP EXPENSES) DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized lo	ans)			widelete values	in yellow cella, m	- anipulate each o	• eil rather than dr	An seross prigging	- ultple cells			
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd L Hard Debt - Third Lender (Cther HCD Program, or other 3rd Lender)	ender)		Entar comments re annual increase, etc. Entar comments re, annual increase, etc. Entar comments re, annual increase, etc.	:		· ·		<u>.</u>				
Hard Debt - Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE			Enter comments re: annual increase, etc.		-	•						
CASH FLOW (NOI minus DEBT SERVICE) Allocation of Commercial Surplus to LOPS/hon-LOSP (residual inco	mel								•			
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCO DEBT SERVICE IN WATERFALL			DSCR:		•			.*				•
Below-the-Ine" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (alsa "LP Asset Mgf Fee") (see policy for limits)	35% 35%	3.5%	per MOHCD policy per MOHCD policy	-	in yellow cells. m -	anpulate each c	en rather than an		utple cells			_
Other Payments Non-amortizing Loan Print - Lender 1		100000000000000000000000000000000000000	per MOHCD policy no annual increase Enter comments re. annual increase, etc.									
Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)			Enter comments re. annual increase, etc	:			:	:				
TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN	IG MOH			. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	— <u>·</u>	<u> </u>	<u> </u>	<u> </u>
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years - Lender/Owner		Yes No 67%/33%										
		Dist. Soft	1	1		~						
MOHCD RESIDUAL RECEIPTS DEBT SERVICE		Debt Loan	Allocation per pro rata share of all soft debt	1				1	- 		ſ	
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repsyment									•
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE		0.00%	No HCD Financing	1							ſ	
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due		0 00% 0 00%				:			:		-	· ·
Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below)												
Owner Distributions/Incentive Management Fee									-			
Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE						127,082			130,692		,	
Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Withdrawals (deally ted to CNA)						3,600			3,600			134,292 3,600
Replacement Reserve Interest RR Running Balance			RR Balance/Unit		-	130,682 \$32,671			134,282 \$33,571		ſ	137,802 \$34,471
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits					1	7,365			9,820 2,455		F	12,275 2,455
Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance						9,820			12.275			14,730
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE		OR Balance	as a % of Prior Yr Op Exps + Debl Service			5,820 11 <i>0</i> %			12,275			14,730
Other Reserve 1 Starting Balance Other Reserve 1 Deposits Other Reserve 1 Withdrawals									:			
Other Reserve 1 Interest Other Required Reserve 1 Running Balance											[	
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance Other Reserve 2 Deposits						:			- :		F	:
Other Reserve 2 Withdrawals Other Reserve 2 Interest Other Required Reserve 2 Running Balance					2	-		]			ł	

2d7

#### Monterey Boulevard Apartments

ÿ

#### MOHCD Proforma - 20 Year Cash Flow

т	LOS Fotal # Units: Unit 4 4	ts Units 0			Year 7			Year 8	-		Year 9	
	100 0 % and	nual % annual	Comments		2024			2025			2026	
COME esidential - Tenant Rents	inc LC 1.01	SP Increase	(related to annual inc assumptions)	LOSP 10.343	non-LOSP	Total 10.343	LOSP 10.447	non-LOSP	Total 10.447	LOSP 10,551	non-LOSP	Tota 10
esdential - Tenant Assistance Payments (Non-LOSP) esidential - LOSP Tenant Assistance Payments	n/s n/s	a n/a a n/a		95 759	Carl of South	95,759	100,529	and and and	100,529	105.605	Constanting of the local division of the loc	105
immercial Space sidential Parking	n/a 2.51 2.51	a 25% % 25% % 25%		in the second		•	Carlot and				in the second	
celaneous Rent Income	25	% 25%			•						•	-
rest Income - Project Operations indry and Vending	25	% 25% % 25%		579	:	579	593		593	. 603		
iant Charges celaneous Residential Income	25	% 2.5% % 2.5%			:	:			:	-	:	
er Commercial Income	n/a	a 2.5%	Link from Reserve Section below, as	and the second second	100 1000		10 10 10 M				10000	
hdrawal from Capitalized Reserve (deposit to operation Gross Pote	ential Income		applicable	105,631	•	105,631	111,569	:	111,563	116,764	:	11
cancy Loss - Residential - Tenant Rents cancy Loss - Residential - Tenant Assistance Payment cancy Loss - Commercial	its n/a n/a		Enter formulas manually per relevant MOH policy, annual incrementing usually not	(517)		(517)	(522)	•	(522)	(528)		-
EFFECTIVE ON	OSS INCOME	n/a	appropriate	105,164	-	105,164	111,047		111,047	116,237	and the second	11
ERATING EXPENSES												
nagement Fee	3.55	% 3.5%	1st Year to be set according to HUD schedule.	6.269		6.269	6,459		6,459	6,715		
et Management Fee Sub-total Manageme	ant Expenses	% 3.5%	per MOHCO policy	6.395	<u>.</u>	6.395	6.618 13,107	:	6.618	6.850		1
aries/Benefits ce Salares		8 35%		5.178		5,178	5.359		5.359	5.545		
hager's Salary ath Insurance and Other Benefits	35	% 3.5% % 3.5% % 3.5%				:				•		_
er Salares/Benefts ninistrative Rent-Free Unit	35	% 35%			•					•		
Sub-total Sala	ries/Benefits			5,178		5,178	5,359		5,359	5,545		
ministration ertising and Marketing	3.5	% 3.5%				:						
ce Expenses ce Rent	35	% 3.5%		148		143	153		153	158		
al Expense - Property It Expense	3.5	% 3.5%	7	12,293	•	12.293	12,723	•	12,723	13.168		1
kkeeping/Accounting Services	35	% 3.5%		2.065	:	2065	2,137		2,137	2212		
cellaneous Sub-total Administrati	3.5		Carrier Contractor	799 18,594	:	799	827 19,244	:	827	8.56 19,918	:	1
ities		4 2.00										
ter	35	% 35% % 35%		6,923	:	6.928	7,171 7.001	:	7,171 7,001	7,422	:	
rer	3.5	% 35% % 35%		6.755		6,756	6,992	:	6,992	7.237	•	
es and Licenses	-total Utilities			20,449		20,449	21,164	-	21,164	21,905		2
Il Estate Taxes rol Taxes	35			785	:	788	816		816	841	:	-
celaneous Taxes, Licenses and Permits Sub-total Taxes a	3 5 1	% 3.5%		784		788			816			
ance												-
perty and Liability Insurance Ity Bond Insurance	5.0	% 3.5%		2415		2,415	2.536		2.538	2,662		
ker's Compensation ctor's & Officers' Liability Insurance	35	% 35%		- 450	:	- 450	- 473	:	473	498	•	
ntenance & Repair	tal Insurance			2,865		2,865	3,008		3,008	3,159	•	
rol ples	35	% <u>35%</u> % <u>35%</u>		4.853	:	4,853	5.023	:	5,023 3,587	5,199	:	_
tracts bage and Trash Removal	10.0	10.0%		20.559		20.559	22.615	•	22.615	24.876		2
uray Payroli/Contract	35	% 3.5%		4.302		307	318		318	329		-
AC Repairs and Maintenance icle and Maintenance Equipment Operation and Rep	35 ars 35	% 3.5%			:							
celaneous Operating and Maintenance Expenses Sub-total Maintenance & Rep	air Expenses	% 3.5%		6.085 39,572		6,085 39,572	6.295 42,293	:	6,298	6.518 45,243	:	4
portive Services	3.51	% 35%				•		•	•		•	_
mmercial Expenses TAL OPERATING EXPENSES				100,109		100,109	104,992		104,992	110,182		11
PUPA (w/o Reserves/GL Base Reserves/Ground Lease Base Rent/Bond Fees	nt/Bond Fees)			100,109		100,109	104,392		104,332	.10,182		11
und Lease Base Rent											•	
nd Montoring Fee Discement Reserve Deposit				3.600		3,600	3.600	:	3,600	3.600		
erating Reserve Deposit er Required Reserve 1 Deposit				2.455		2,455	2,455		2,455	2.455	:	
er Required Reserve 2 Depost guired Reserve Depost/s, Commercial				:								
Sub-total Reserves/Ground Lease Base Ren				6,055		6,055	6,055		6,055	6,055		
TAL OPERATING EXPENSES (w/ Reserves/GL Ba PUPA (w/ Reserves/GL Base Res	int/Bond Fees)	1		108,164	•	106,164	111,047		111,047	116,237		11
T OPERATING INCOME (INCOME minus OP EXPE	ENSES)					•		•	•	•	•	
BT SERVICE/MUST PAY PAYMENTS ("hard debt" rd Debt - First Lender			Enter comments re: annual increase, etc.									
rd Debt - Second Lender (HCD Program 0 42% pymt, rd Debt - Third Lender (Other HCD Program, or other	or other 2nd Lender) 3rd Lender)	ł.	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			-				:	:	
d Debt - Fourth Lender mmercial Hard Debt Service	and the second second		Enter comments re: annual increase, etc.	Concernance.	and the second second		-	manga san	•	-	-	
TOTAL HARD DE	BT SERVICE					•		•	•	•	•	
SH FLOW (NOI minus DEBT SERVICE) Allocation of Commercial Surplus to LOPS:hon-LOSP	(residual noome)			· ·					· ` 1			1
AVAILABLE CASH FLOW ES OF CASH FLOW BELOW (This row also show	vs DSCR.)		DSCR		•	•	•	•	•	•		
ES THAT PRECEDE MOHCD DEBT SERVICE IN W low-the-line" Asset Mgt fee (uncommon in new project	VATERFALL	4 3.5%	per MOHCD policy			1				-		-
thership Management Fee (see policy for limits) estor Service Fee (aka "LP Asset Mgt Fee") (see policy	35		per MOHCD policy									
ner Payments			per MOHCD policy no annual increase	:		-	:				:	
n-amortzing Loan Print - Lender 1 n-amortzing Loan Print - Lender 2			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.		-						:	
erred Developer Fee (Enter arrt <= Max Fee from row					•			•	-		•	
TOTAL PAYMENTS PRECED SIDUAL RECEIPTS (CASH FLOW minus PAYMEN		HCD)		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>			<u> </u>	_
es Project have a MOHCD Residual Receipt Obligatio	in?	Yes		1				2.0				
Project Defer Developer Fee? sidual Receipts split for all years Lender/Owner		No 67%/33%		1								
		_	L	1								
MOHCD RESIDUAL RECEIPTS DEBT SERV	NCE	Dist. Soft Debt Loans							•			
		100 00%	Allocation per pro rata share of all soft debt	1							1	
HCD Residual Receipts Amount Due oposed MOHCD Residual Receipts Amount to Loan oposed MOHCD Residual Receipts Amount to Resid	n Repayment			1					•			
roposed MOHCD Residual Recepts Amount to Resid tase	CRUCING .		Proposed Total MOHCD Amt Due less Loan Repayment				l.					
NON-MOHCD RESIDUAL RECEIPTS DEBT SE D Residual Recepts Amount Due	RVICE	0.00%	No HCD Financing	1								_
ider 4 Residual Receipts Due ider 5 Residual Receipts Due		0.00%		1								
Total Non-MOHCD Residual Receipts		0.00%	9					1.00	:		Sec. 1	
MAINDER (Should be zero unless there are distrib ow)	outions					50.0			1			
ner Distributions/incentive Management Fee				1			1					
er Distributions/Uses al Balance (should be zero)				1			1					-
PLACEMENT RESERVE - RUNNING BALANCE						447.77	r i	5 - Da				
placement Reserve Starting Balance placement Reserve Deposits						137,892 3,600			141,482 3,600			14
placement Reserve Withdrawals (ideally tied to CNA) placement Reserve Interest							1		•			
RR Runi	ning Balance		RR Balance Uni	,		141,482 \$35,371		0.0.0	145,082 \$35,271			14
ERATING RESERVE - RUNNING BALANCE			In Demice Uni			14,730	1					د. 1
erating Reserve Starting Balance erating Reserve Deposits				1		14,730 2,455			17,185 2,455			1
erating Reserve Withdrawals erating Reserve Interest							1					
	ning Balance	OR Balance	as a % of Prior Yr Op Exps + Debt Service			17,185			19,640 18.5%			1
OR Runi	CE			1			1					_
OR Runi HER REQUIRED RESERVE 1 - RUNNING BALANC				1			1					
OR Run HER REQUIRED RESERVE 1 - RUNNING BALANG er Reserve 1 Starting Balance er Reserve 1 Deposts	_			1								
OR Run HER REQUIRED RESERVE 1 - RUNNING BALANC wer Reserve 1 Starting Balance Her Reserve 1 Deposits Her Reserve 1 Deposits Her Reserve 1 Inferest	ning Balance			3				1.1				
OR Rum HER REQUIRED RESERVE 1 - RUNNING BALANG For Reserve 1 Starting Balance For Reserve 1 Deposts For Reserve 1 Differed For Reserve 1 Interest Other Required Reserve 1 Runn Other Required Reserve 1 Runn	ning Balance			3					·			
OR Run HER REQUIRED RESERVE 1 - RUNNING BALANC HER Reserve 1 Statting Balance HER Reserve 1 Uncodes HER Reserve 1 Interest Other Required Reserve 1 Run HER RESERVE 2 - RUNNING BALANCE	ning Balance			3		·	1					
OR Run HER REQUIRED RESERVE 1 - RUNNING BALANC wer Reserve 1 Starting Balance Her Reserve 1 Deposits Her Reserve 1 Deposits Her Reserve 1 Inferest	ning Balance			]		·			•			

#### MOHCD Proforma - 20 Year Cash Flow

Monterey Boulevard Apartments	LOSP	Non-LOSP										
Total # Units.	Units 4	Units 0			Year 10			Year 11			Year 12	
	100.001 % annua		Comments		2027			2028			2029	
NCOME Residential - Tenant Rents	Inc LOS	P Increase	(related to annual inc assumptions)	LOSP 10 657	non-LOSP	Total 10.657	LOSP 10 763	non-LOSP	Total 10.763	LOSP 10.871	non-LOSP	Total 10.871
Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	n/a n/a	n/a n/a 2.5%		111.010		111,010	116 771	in the second second	116.771	122 917	in the second second	122.917
Commercial Space Residential Parking	r/a 2.5%	2.5%										
Macelaneous Rent Income Supportive Services Income	2.5% 2.5%	2.5% 2.5%			- :							:
Interest Income - Project Operations Laundry and Vending	25%	25%		623		623	639	:	639	655	:	655
Tenant Charges Macelaneous Residential Income	25%	2.5% 2.5% 2.5%		:	:	:		:	:		:	:
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account)	n/a n/a	2.5%	Link from Reserve Section befox, as applicable									
Gross Potential Income Vacancy Loss - Residential - Tenant Rents		r/a	Enter formulas manually per relevant MOH	122,290		122,290 (533)	128,174		128,174 (538)	134,443		134,443 (544)
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	r/a	n/a n/a	policy, annual incrementing usually not appropriate			121,757	•	•	127.635			133,899
OPERATING EXPENSES				121,757		121,757	127,635		127,635	133,899		133,699
Management Management Fee	3.5%	3 5%	1st Year to be set according to HUD schedule	6.951		6.951	7,194		7,194	7,445		7,445
Asset Management Fee Sub-total Management Expenses	3.5%	3.5%	per MCHCD policy	7.090	;	7.090	7.338	:	7,338	7,595	:	7.595
Salaries/Benefits Office Salaries	35%	3.5%		5.741		5,741	5.941		5.941	6.149		6,149
Manager's Salary Heath Insurance and Other Benefits	3.5%	3.5%						:	:	:		:
Other Salares/Benefits Administrative Rent-Free Unit	3.5%	35%					:	:		:		
Sub-total Salaries/Benefits Administration	1			5,741		5,741	5,941		5,941	6,149		6,149
Advertising and Marketing Office Expenses	35% 35% 35%	35% 35% 35%		- 164	•	164	169		169	175		175
Office Rent Legal Expense - Property	35%	35%		13.629		13.629	14.105	•	14,108	14.600		14,600
Audt Expense Bookkeeping/Accounting Services	3.5%	3.5%		1,770		1,770	1.832	•	1,832	1,897		1,897
Bad Debts Miscelaneous Sub-total Administration Expenses	35%	35%		1.877 835 20,615		1,877 886 20,615	1.942 917 21,337	:	1.942 917 21,337	2.010 949 22,084		2.010 949 22,084
Utilities		3.5%		7,651		7,681	7.950		7,950	8.228		8.228
Electricity Water Gas	35% 35% 35%	3.5%		7.500		7,500	7,763		7,763	8.034		8.034
Sewer Sub-total Utilities	3.5%	3.5%		22,672	:	22,672	23,455	:	23,405	24,287	:	24,287
Taxes and Licenses Real Estate Taxes	35%	3.5%		874		874	904		904	936	. 1	936
Payrol Taxes Miscelaneous Taxes, Licenses and Permits	3.5%	3.5%									•	:
Sub-lotal Taxes and Licenses				874		874	904	•	904	935		936
Property and Liability Insurance Fidelity Bond Insurance	50%	50% 35%		2.795		2.795	2.935		2.935	3.052		3,032
Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance	35%	3.5%		- 521 3,317		521 3,317	547 3,483	:	547 3,483	- 575 3,657	:	575 3,657
Maintenance & Repair	3.5%	3.5%	<i></i>	5.381		5.381	5,569		5,569			5,764
Payrol Supples Contracts	35%	35%		3 842		3.842	3 976		3,978	5.764 4.116 33.110		4,116
Garbage and Trash Removal Security Payrol/Contract	35%	35%		4.770		4,770	4 937		4,937	5 110		5,110
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	35%	35%					-	:				
Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5%	3.5%		6.745 48,444	:	6,745 48,444	6.982	:	6 982 51,918	7.227	:	7.227 55,692
Supportive Services	3.5%	3.5%		•		•	-	•		•	•	:
Commercial Expenses TOTAL OPERATING EXPENSES	1			115,702		115,702	121,580		121,580	127,844		127,844
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent Bond Montoring Fee												
Replacement Reserve Deposit Operating Reserve Deposit				3.600 2.455		3,600	3.600 2.455		3.600 2.455	3.600 2.455		3,600 2,455
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial				:			:		:	:		
Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees	1			6,055	:	6,055	6,055	- :	6,055	6,055	:	6,055
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon PUPA (w/ Reserves/GL Base Rent/Bond Fees)	d Fees)			121,757	•	121,757	127,635	•	127,635	133,899		133,899
NET OPERATING INCOME (INCOME minus OP EXPENSES) DEBT SERVICE/MUST PAY PAYMENTS ["hard debt"/amortized lo						-			•		•	
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt. or other 2nd I	1.16		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	•				•	•	:	:	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.									
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE	j										- 2	
CASH FLOW (NOI minus DEBT SERVICE)				۰.		· · .	•		• .			
Atocation of Commercial Surplus to LOPS/hon-LOSP (residual inco AVAILABLE CASH FLOW	me)				- :		- :		. '			
USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL	35%	3.5%	DSCR:									
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)	35%	3.5%	per MOHCD policy	:			:					
Other Payments Non-amortizing Loan Pmnt - Lender 1			per MOHCD policy no annual increase Enter comments re. annual increase, etc.					· ·				
Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter ant <= Max Fee from row 131)			Enter comments re: annual increase, etc.									
TOTAL PAYMENTS PRECEDING MOHCD												<u> </u>
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED) Does Project have a MOHCD Residual Receipt Obligation?	NG MOHC	D) Yes	(	•	•				•			•
Will Project Defer Developer Fee? Residual Receipts splt for all years Lender/Owner		No 67%/33%										
MOHCD RESIDUAL RECEIPTS DEBT SERVICE		Dist Soft Debt Loans										•
MOHCD Residual Receipts Amount Due		100 00%	Allocation per proirata share of all soft debt losns, and MOHCD residual receipts policy		[			[			[	
Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground			Proposed Total MOHCD Amt Due less Loan									
Lease NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE			Repayment		l	•		l			L.	•
HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due		0.00%	No HCD Financing		1	:		E	:		E	:
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service	1	0.00%			I			L.				
REMAINDER (Should be zero unless there are distributions below)												
Owner Distributions/Incentive Management Fee Other Distributions/Uses	}							F			F	•
Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE												•
Replacement Reserve Starting Balance Replacement Reserve Deposits					ſ	145,682 3,600		F	152,282 3,600		F	155,882
Replacement Reserve Withdrawals (ideally ted to CNA) Replacement Reserve Interest						•			•			
RR Running Balance			RR Balance/Unit		l	152,282 \$38,071		L.	155,882 \$38,971			159,482 \$39,871
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance	i i				ſ	22,095		г	24,550		r	27,005
Operating Reserve Deposits Operating Reserve Withdrawals						2,455			2,455			2,455
Operating Reserve Interest OR Running Balance		0.0.5		C.	I	24,550		(	27,005		l.	29,450
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance		UK Balance a	s a % of Prior Yr Op Exps + Debt Service		,	21.1%		,	22.2%		,	23 1%
Other Reserve 1 Starting Balance Other Reserve 1 Deposts Other Reserve 1 Withdrawals						:			:			:
Other Reserve 1 Interest Other Required Reserve 1 Running Balance					ł			t			t	
OTHER RESERVE 2 - RUNNING BALANCE	r				,			,				
Other Reserve 2 Starting Balance Other Reserve 2 Deposits Other Reserve 2 Withdrawals						:			- :			
Other Reserve 2 Vithorawas Other Reserve 2 Interest Other Required Reserve 2 Running Balance					ł			t			Ł	
									2.57			2512

Monterey Boulevard Apartments

Ă

#### MOHCD Proforma - 20 Year Cash Flow

Monterey Boulevard Apartments	LOSP	Non-LOSP										
Total # Units: 4	Units 4 100 00%	0 000			Year 13 2030			Year 14 2031			Year 15 2032	
NCOME		% annua Increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	1.0% r/a	2.5% n/a		10,950		10,980	11.090		11,090	11.200		11,200
Residential - LOSP Tenant Assistance Payments Commercial Space Residential Parking	r/a r/a 2.5%	n/a 2.5% 2.5%		129.479	San Carlos	129,479	138.491		138,491	141.536		141,538
Miscelaneous Rent Income Supportive Services Income	2.5% 2.5% 2.5%	25%									:	
Interest Income - Project Operations Laundry and Vending	2.5%	25%		671		671	688	• •	688	- 705	•	705
Tenant Charges Miscetaneous Residential Income Other Commercial Income	2.5% 2.5% n/a	25% 25% 25%		STORES AND				-		AND COLORED	-	
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income	n/a	n/a	Link from Reserve Section below, as applicable	141,130		141,130	143,269		148,269	153,442	:	153,442
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a n/a	n/a n/a n/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not	(549)		(549)	(554)		(554)	(560)		(560)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME OPERATING EXPENSES	n/a	r/a	appropriate	140,531		140,581	147,714		147,714	152,892	,	152,892
Management			1st Year to be set according to HUD									_
Management Fee Asset Management Fée Sub-total Management Expenses	3.5% 3.5%	35%	schedule per MOHCD palicy	7,706 7,861 15,557		7,706	7,976	<u>.</u>	7,976 8,136 16,112	8.255 8.420 16.676		8.255 8.420 16.676
Salarles/Benefits Office Salares	3.5%	35%		6.365		6,365	6.587	-	6.587	6,813	•	6.818
Manager's Salary Heath insurance and Other Benefits Other Salaries Benefits	35% 35% 35%	35% 35% 35%		:						•		· · ·
Administrative Rent-Free Unit Sub-total Salaries/Benefits	35%	3.5%		6,365		6,365	6,537		6,587	6,813		6,618
Administration Advertising and Marketing	35%	35%								•		
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		181	:	151	15.640		183 - 15,640	194 - 16.187		194
Audt Expense Bookkeeping/Accounting Services	3.5%	35%		1,953		1,963 2,539	2.032		2,032	2,103	•	2,103
Bad Debts Miscelaneous Sub-total Administration Expenses	3.5%	35%		2081	:	2,081	2.154	:	2,154	2.229		2.229 1.052 24,484
Utilities	3.5%	3.5%		22,855		22,656 8,518	23,655		23,656 8,814	24,484 9,123		9,123
Water Gas	35% 35% 35%	3.5%		8.315 8.305		8,315 8,305	8.605 8.595		8,606	8.908 8.895		8.908 849.8
Sever Sub-total Utilities Taxes and Licenses	3.5%	35%		25,137	:	25,137	26,015		25,016	- 26,927	:	26,927
Real Estate Taxes Payrol Taxes	35% 35%	35%		969 -		969	1,002	:	1,002	1,038		1,038
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	3.5%	3.5%		969	:	963	1,002	:	1,002	1,033	:	1,038
Insurance Property and Liability Insurance Fidelity Bond Insurance	50%	50%		3 236	•	3,236	3,398	:	3,398	3,568	:	3,568
Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance	35%	3.5%		603	:	603	634		634	665		665 4,233
Sub-total Insurance Maintenance & Repair [Payro1	35%	3.5%	*	3,840		3,840	4,032		4,032	4,233		6,391
Supplies Contracts	3.5% 3.5% 10.0%	3.5%		4 260 36,421		4,260 36,421	4 409 40.064		4,409 40,064	4,563		4.563 44.070
Garbage and Trash Removal Security Payrolic Contract	35% 35% 35%	3.5% 3.5% 3.5%		5.289		5.289 378	5.474 391	•	5,474 391	5.665 405		5.665 405
HVAC Repars and Maintenance Vehicle and Maintenance Equipment Operation and Repairs Miscelaneous Operating and Maintenance Expenses	35%	35%		7.450		7.480	7.742		7,742	8.013		8.013
Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses Supportive Services	3.5%	3.5%		59,793	•	59,793	64,253	•	64,253	69,105		69,106
Commercial Expenses TOTAL OPERATING EXPENSES	0.07			134,525	Sugar in	134,526	141,659	No. of Concession, Name	141,659	149,282		- 149,282
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees				134,525		134,525	141,659		141,633	149,282		145,282
Ground Lease Base Rent Bond Monitoring Fee					•							•
Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit				3.600 2.455	· ·	3,600 2,455	3,600		3,600 2,455	3.600	•	3,600
Other Required Reserve 2 Depost Required Reserve 2 Depost												
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon	d Fees)			6,055		6,055 140,581	6,055		6,055	3,600		3,600
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)					· .							-
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized lo Hard Debt - Frst Lender	1		Enter comments re: annual increase, etc								·	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd L Hard Debt - Thrd Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender	ender)		Enter comments rel annual increase etc. Enter comments rel annual increase etc. Enter comments rel annual increase, etc.				:					
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE			Ener comments re, annus increase, etc.	COLUMN STREET	1000		No. Long I	Carther		Contraction of the		
CASH FLOW (NOI minus DEBT SERVICE) Allocation of Commercial Surplus to LOPS/non-LOSP (residual inco	(ma)					· ·		•	· ·	•	•	
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR		•	· ·			· ·			•
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-Ine" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits)	35%	35%	per MOHCD policy per MOHCD policy		•				0.000		•	
Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments	3 5 %	33%	per MOHCD policy no annual increase									
Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.									-
Deferred Developer Fee (Enter ant <= Wax Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD												
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED) Does Project have a MOHCD Residual Receipt Obligation?	NG MOHO	D) Yes		ı .	•	•		•	1.00	•	•	•
Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner		No 67%/33	6	{								
		Dist Sof	1	1								
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	ĩ	Debt Loar	S Allocation per pro rata share of all soft debt	1			1			1		
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground		100 005	Proposed Total MOHCD Amt Due less Loan	1		•			•		-	
Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	J		Repayment	1			J		<u> </u>	J		
HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due	}	0.00	6 No HCD Financing	3			}			}		:
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service	]	0.00	5	]			]		<u>·</u>	]		•
REMAINDER (Should be zero unless there are distributions below)												
Owner Distributions/Incentive Management Fee Other Distributions/Uses												
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Withdrawals (deally tied to CNA)						159,482	1		163,092			166,682
Replacement Reserve Interest RR Running Balance	1					163,082	1		166,682	]		170,282
OPERATING RESERVE - RUNNING BALANCE	1		RR Balance Uni	1		\$40,771	1		\$41,671	1		\$42.571 34,370
Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Withdrawals	1			1		29,460	1		31,915			-
Operating Reserve Interest OR Running Balance	]					31,915			34,370	]		34,370
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE	i	OR Balance	as a % of Prior Yr Op Exps + Debt Service			23.8%	1		24.4%	1		23.3%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits Other Reserve 1 Withdrawals	1											
Other Reserve 1 Interest Other Required Reserve 1 Running Balance	]						1			J		
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance	1			1			1		· ·	1		•
Other Reserve 2 Deposits Other Reserve 2 Withdrawals Other Reserve 2 Withdrawals	1			1		-						
Other Reserve 2 Interest Other Required Reserve 2 Running Balance	1			-		· ·	-		• •			

#### MOHCD Proforma - 20 Year Cash Flow

#### Monterey Boul

Monterey Boulevard Apartments	LOSP	Non-LOSP										
Total # Units:	Units 4	Units			Year 16			Year 17			Year 18	
NCOME	% annua inc LOS	I % annual	<ul> <li>Comments</li> <li>(related to annual inc assumptions)</li> </ul>	LOSP	2033	Total	LOSP	2034 non-LOSP	Total	LOSP	2035 non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	1.0%	P Increase 2.5% n/a	(related to annual inc assumptions)	11.312		11,312	11,426		11,428	11,540		11,540
Residental - LOSP Tenant Assistance Payments Commercial Space Residential Parking	n/a n/a 2.5%	n/a 2.5% 2.5%		149.565		149.565	160.623		160 623	169.847		169,847
Miscelaneous Rent Income Supportive Services Income	2.5%	2.5%				•		•		•		
Interest Income - Project Operations Laundry and Vending Tenant Charges	25% 25% 25%	2.5% 2.5% 2.5%		723		723	741	<u>.</u>	741	760	<u>.</u>	- 760 -
Miscelaneous Residential Income Other Commercial Income	2.5% 2.5% r/a	2.5% 2.5%	Link from Reserve Section below, as			•						:
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income	n/a	n/a	applicable	161,601	:	161,601	172,789	:	172,789	182,147	:	182,147
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a n/a	n/a n/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not appropriate	(506)		(566)	(571)		(571)	(577)		(577)
OPERATING EXPENSES				161,035	÷.	161,035	172,218		172,218	181,570		181,570
Management Management Fee Asset Management Fee	35%	3.5%	1st Year to be set according to HUD schedule.	8.544		8,544	8.643		8.843	9,153		9,153
Asset Management Fee Sub-total Management Expenses Salaries/Benefits	35%	3.5%	per MOHCD policy	8 715 17,259	:	8 715	9 020 17,864	:	9.020	9.336	:	9,336 18,489
Office Salares Manager's Salary	35% 35% 35%	35%		7.057		7,057	7,304	•	7,304	7,559	:	7,559
Health Insurance and Other Benefits Other Salanes/Benefits Administrative Rent-Free Unit	35%	35% 35% 35%										
Sub-total Salaries/Benefits Administration Advertising and Marketing	3.5%	3.5%	P.	7,057	•	7,057	7,304	,	7,304	7,559	•	7,559
Office Expenses Office Rent	35%	3.5%		201		201	208		208	215		215
Legal Expense - Property Audt Expense Bookkeeping/Accounting Services	35% 35% 35%	3.5% 3.5% 3.5%		16.753 2.176 2.815	•	18,753 2,178 2,815	17,340 2,252 2,913	· · · · · · · · · · · · · · · · · · ·	17,340 2,252 2,913	17.947 2.331 3.015	•	17,947 2,331 3,015
Bad Debts Miscelaneous	35%	35%		2.307		2,307	2.358		2.388	2.471	-	2,471
Sub-lotal Administration Expenses Utilities Electricity	2.5%	3.5%	-	25,341	•	25,341 9,442	26,228 9.773		26,228	27,146		27,146
Water Gas	35% 35% 35%	3.5%		9.442 9.219 9.203	· ·	9.442 9.219 9.203	9.542 9.530		9.542 9.530	9.876		9.876
Sever Sub-total Utilities Taxes and Licenses	35%	3.5%		27,859	:	27,859	28,845	:	28,845	29,854	:	29,854
Real Estate Taxes Payrol Taxes	35%	3.5%		1.074	:	1,074		:	1,111	1,150	:	1,150
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses Insurance	3.5%	3.5%		1,074	;	1,074	1,111	:	1,111	1,150	:	1,150
Property and Liabity Insurance Fidelty Bond Insurance Worker's Compensation	50% 35% 35%	5.0% 3.5% 3.5%		3 745	•	3.746	3.934	•	3.934	4.130	•	4,130
Drector's & Officers' Liability insurance Sub-total Insurance	50%	5.0%		699	- : :	699 4,445	733		733	- 770 4,900	:	770
Maintenance & Repair Payrol Supplier	35%	3.5%		6 614		6.614	6.645		6.845	7.085	:	7.085
Supples Contracts Garbage and Trash Removal	10.0%	3.5% 10.0% 3.5%		4,723 48,477 5,864		4,723 43,477 5,664	53 325		53.325 6.089	58.657 6.281		5.059 58.657 6.281
Security PayroliContract HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	35% 35% 35%	3.5% 3.5% 3.5%		419	· · · · · · · · · · · · · · · · · · ·	419	433	· ·	433	449		449
Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	35%	35%		8 293 74,390		8.293 74,390	8 583 80,144		8.583 80,144	8.584 86,415		8.884 86,415
Supportive Services Commercial Expenses	35%	3.5%		•		· ·		in the second	•			
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees)				157,435		157,435	166,163		166,163	175,515	•	175,515
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Montoring Fee					•			:	•	:	:	
Replacement Reserve Deposit Operating Reserve Deposit				3.600		3,600	3.600		3.600	3.600		3.600
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial						:		:				:
Sub-lotal Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon	d Eeer)			3,600 161,035		3,600	6,055		6,055	6,055 181,570		6,055 181,570
PUPA (w/Reserves/GL Base Ren/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)	arees									-		-
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized lo Hard Debt - First Lender			Enter comments re annual increase, etc.									
Hard Debt - Second Lender (HCD Program 0.42% pyrnt, or other 2nd L Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender	ender)		Enter comments re annual increase, etc. Enter comments re, annual increase, etc. Enter comments re, annual increase, etc.					•				
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE					and the second		-			Characteristic		
CASH FLOW (NOI minus DEBT SERVICE) Allocation of Commercial Surplus to LOPS/hon-LOSP (residual inco	me)					•			•			
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL			DSCR:						•			
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)	35%	35%	per MOHCO policy per MOHCD policy	· ·			:	:		:	:	
Investor Service Fee (aka "UP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1			per MOHCD policy no annual increase Enter comments re: annual increase, etc.		•	_		· ·	_		· ·	
Non-arrortizing Loan Print - Lender 2 Deferred Developer Fee (Enter arrt <= Max Fee from row 131)			Enter commenta re: annual increase, etc.	· ·			· ·				:	
TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDI	IG MOHO	D)		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<del>.</del>	<u> </u>
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?		Yes No										
Residual Receipts split for all years - Lender/Owner		67%/33%										
MOHCO RESIDUAL RECEIPTS DEBT SERVICE		Dist. Soft Debt Loans	Secretary party of a source of all and dated									
MOHCD Residual Receipts Amount Due Froposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground		100 00%	loans, and MOHCD residual receipts policy									
Lease			Proposed Total MOHCD Ant Due less Loan Repayment		[	~		[			[	
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE [HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due		0 00%	No HCD Financing		ſ			F			F	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service		0 00%			t	:		t			t	:
REMAINDER (Should be zero unless there are distributions below)												
Owner Distributions/Incentive Management Fee Other Distributions/Uses Final Balance (should be zero)						<u> </u>			<u> </u>		ł	
REPLACEMENT RESERVE - RUNNING BALANCE					r	170,282		r	173,682		r	177,492
Replacement Reserve Deposts Replacement Reserve Withdrawals (ideally ted to CNA)						3,600			3,600			3,600
Replacement Reserve Interest RR Running Balance			RR Balance/Unit		ſ	173,882 \$43,471		l	177,482 \$44,371		(	181,082 \$45,271
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits					ľ	34,370		ſ	34,370		Ĺ	36,825
Operating Reserve Withdrawals Operating Reserve Interest									2,455			2,455
OR Running Balance		OR Balance a	s a % of Prior Yr Op Exps + Debt Service			34,370 22.5%			36,825 22,9%			39,280 22.8%
Other Reserve 1 Starting Balance Other Reserve 1 Deposts Other Reserve 1 Deposts					E	:		F	:		E	:
Other Reserve 1 Withdrawals Other Reserve 1 Interest Other Required Reserve 1 Running Balance					ł			E			E	
Other Reserve 2 Starting Balance				Ē	r			r			r	
Other Reserve 2 Deposts Other Reserve 2 Withdrawals												:
Other Reserve 2 Interest Other Required Reserve 2 Running Balance					(			(			(	

Monterey Boulevard Apartme

MOHCO Proforma - 20 Year Cash Flow

In the interm	Ionterey Boulevard Apartments	LOSP	Non-LOSP							
Note:	Total # Units: 4	Units 4	Units			Year 19				
	NONE.	% annual	% annual		1058	non-	Total	1058	non-	Total
Description         Dist	residential - Tenant Rents esidential - Tenant Assistance Payments (Non-LOSP)	1.0%	25%	(reated to annoal the assomptions)		-		11,772		
	lesidential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 2.5%		179.748		179.748	190.383		190.383
	fiscellaneous Rent Income	2.5%	2.5%							
	terest Income - Project Operations	25%	2.5%					•		
	enant Charges	25%	2.5%		779	:	779	798		793
	Other Commercial Income	2.5% n/a	2.5%	Unk from Reserve Section below, as		1000			and the second	
	Gross Potential Income			applicable	- 192,182		192,182	202,953		202,953
	/acancy Loss - Residential - Tenant Rents /acancy Loss - Residential - Tenant Assistance Payments			policy, annual incrementing usually not	(583)		(583)	(589)	- :	(589)
	EFFECTIVE GROSS INCOME	Iva	iva		191,599	•	191,593	202,364		202,354
	fanagement			1st Year to be set according to HUD						
	sset Management Fee			schedule per MOHCD policy	9,663		9.663	10,001	•	10.001
	alaries/Benefits									
	lanager's Salary	35%			7,824		7,824	8.095		8,095
Bachen Latence State Control         Rotat         Rotat <th< td=""><td>ther Salanes/Benefits</td><td>3.5%</td><td>3.5%</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	ther Salanes/Benefits	3.5%	3.5%							
	Sub-total Salaries/Benefits	3.54	3.574		7,824	÷	7,824	8,093		8,038
	dvertising and Marketing		3.5%		- 223	:	. 223	231	:	231
	office Rent	35%	3.5%						:	
	udit Expense ookkeeping/Accounting Services	3.5%	35%		3.121		3,121	2.497		2,497
	ad Debts Iscellaneous	3.5%	35%		2,558	:	2,558	2.647		2,647
math         13.30	Ulities							10.000		
	later	35%	3.5%		10.222	:	10.222	10,580		10,580
	exer	35%		a contract of the second		:			:	
	axes and Licenses	3.5%	3.614	~			0.000			
	aytoli Taxes		35%		:		1,191	1,232		1.232
Setting Additional Ad	Sub-total Taxes and Licenses	0.57	0.571		1,191		1,191	1,232		1,232
Name of the second se	roperty and Liability Insurance	3.5%	5.0%		4,337	:	4,337	4,554	:	4,554
Substantia         Stability         <	Vorker's Compensation Irector's & Officers' Liability Insurance	3.5%	35%				809	842		
Database         100         100         4200         4200         100         100           State         310         310         420	aintenance & Repair				0.000					
Accel Participation         130         130         140         141	upplies	35%	35%		5,236		5,238	5.420		5,420
Add Research and Machingson and Maching Maching Maching Machingson and Machingson and Machingson and Ma	iarbage and Trash Removal	3.5%	10.0%		6,501	:	6,501	6,729	:	6,729
Sectionson Control and Uniference Express         3.55         3.55         1.10         -         3.101         -         8.101           Sectionson Control and Uniference Express         1.25         3.55         3.55         1.00         -         1.00         1.00 <td>VAC Repairs and Maintenance</td> <td>3.5%</td> <td>35%</td> <td></td> <td>464</td> <td></td> <td>484</td> <td></td> <td></td> <td></td>	VAC Repairs and Maintenance	3.5%	35%		464		484			
395         395         395         - </td <td>Incle and Mantenance Equipment Operation and Repairs Iscellaneous Operating and Maintenance Expenses</td> <td>35%</td> <td></td> <td></td> <td></td> <td>•</td> <td>9,195</td> <td>9.516</td> <td>-</td> <td>9.516</td>	Incle and Mantenance Equipment Operation and Repairs Iscellaneous Operating and Maintenance Expenses	35%				•	9,195	9.516	-	9.516
Immental Bigsans         Image		35%	3.5%		90,253		93,253	100,710		
FURA Los Tenesoli, Base RestBoor Fess)     Image: Control Procession Proc	commercial Expenses		COLUMN S		STATES.	100 mg 100		1 all and a second	25-25	
council subs Barl         -	PUPA (w/o Reserves/GL Base Rent/Bond Fees)				185,544	•	185,544	196,309		195,309
gassered fibure Decod         300         300         300         300           Prise Particle Decod         1200         200         200         200           Decode Particle Decod         1200         200         200         200           Decode Particle Decode Paris Decode Paris Decode Particle Decode Particle Decode Particle De	iround Lease Base Rent	1								
International Status I. Deposit         - <t< td=""><td>eplacement Reserve Depost</td><td></td><td></td><td></td><td>3,600</td><td>•</td><td>3,600</td><td>3,600</td><td></td><td>3,600</td></t<>	eplacement Reserve Depost				3,600	•	3,600	3,600		3,600
Sciences         6,05	Wher Required Reserve 1 Deposit				2,450		2400	2450		2,455
DTALL OF DEPENSED (Writeward)         91,69         11,53         32,24         22,24           BUHAP (Writeward)         11,53         32,24         22,24	Required Reserve Deposits, Commercial Sub-total Reserver Ground Lasse Base Rent/Bond Feet	ł			-		-			
EET OFFENTION BLOOME (INCOME INVIS OF EXCEPTESE)	OTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon	d Fees)								
Und Devic Frildeold         Operation in providents in the control of the contr	PUPA (w/ Reserves/GL Base Rent/Bond Fees) IET OPERATING INCOME (INCOME minus OP EXPENSES)									
Build Deck         Conversion         Convers				Enter comments re: annual increase, etc.						
Commercial Nucleonies         0.14.1 NARD DEBT SERVICE         0.1         0.1           ASH FLOW (Noi miss DBE SERVICE)         0.1         0.1         0.1           ASH FLOW (Noi miss DBE SERVICE)         0.1         0.1         0.1           DESC OF CONSTRUCT SERVICE (Noi more provide reaction of the	Iard Debt - Second Lender (HCD Program 0.42% pymt. or other 2nd I Iard Debt - Third Lender (Other HCD Program. or other 3rd Lender)	Lender)	*	Enter comments re: annual increase, etc.	-			• •		
Att H_OW (Holl misus DBT SERVICE)	Commercial Hard Debt Service	]		Enter comments re: annual increase, etc.		incender	•	0	-	- :
Abcate Commercie & grande LOPEStrent, ODEP (privide a from (not))					:	:				
DSES OF CASH FLOW FELOW (This regulas shares DSCR.)         DSCR:           Stars TATA FREECOMOLOG DEST STARSMER INVERTIGATION (This regulas definition of the starsmer st	Alecation of Commercial Surplus to LOPS from LOSP (residual not	me)			· ·				· · ·	
Below Ashin Assid Mafter (uncommon new projects see policy)         35%         35%         by Model (party model)         -<	ISES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:						
Water Server Le (usa L/ Autor by Lee) (Lee poly for (Int)         Image: Comparison of the comparison of t	Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) artnership Management Fee (see policy for limits)	35%	35%	per MOHCO policy per MOHCO policy	:	:		:		
Binametry Lank Prind - Londer 1 Binametry Lank Binametry Binametry Lank Binametry Lank Binametry B	westor Service Fee (axa "LP Asset Mgt Fee") (see policy for limits)		10000	per MOHCD policy no annual increase				•		
Weres Developer Fee Terman ret ward and Fee form ret vor 331	Ion-amortizing Loan Print - Lender 1					•		:		
EBIDUAL RECEPTS (CASI PLOW minus PAYMENTS PRECEDING MONCO)     Yes       With Projection and Monitor Deal Recept Colligion (1)     Yes       Monitor Resource Control of the service o	Veferred Developer Fee (Enter arrt <= Max Fee from row 131)				•					
All Project Detre Developer Fer?     N/A       Monico Resolutal, Receipt a plot of all years.     Image: Control of the second receipt a plot of all years.       Monico Resolutal, Receipt a nonzer to Loan Repayment     Dout Sont       Proposed MONICO Resolutal, Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Proposed MONICO Resolutal, Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Proposed MONICO Resolutal Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Proposed MONICO Resolutal Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Noh-Monico Resolutal, Receipt a bot Service     Image: Control of the second Receipt a nonzer to Loan Repayment       CUM Resolutal Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Resoluta Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Resoluta Receipt Second Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Resoluta Receipt Second Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Resoluta Receipt Second Receipt a nonzer to Loan Repayment     Image: Control of the second Receipt a nonzer to Loan Repayment       Repayment Resoluta Receipt Second Receipt a nonzer to Loan Repayment Receipt a nonzer to Lo	ESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED									
Bestual Receipts split for all years - Lender/Owner     67% / 33%       MOHCD RESEDUAL RECEIPTS DEBT SERVICE     File and the split Amount bi can Repayment       PUDDER SIGN Receipts Amount bi can Repayment     1000%       Proposal UOHCD Residual Receipt SERVICE     1000%       UNHCD RESEDUAL RECEIPTS DEBT SERVICE     111111111111111111111111111111111111	Vil Project Defer Developer Fee?		No							
Molico RESOUAL RECEPTS DEBT SERVICE       Debt Losni         100 00%       Dest se in Koncet build and Respin Annual build and Respin Media         Proposad INCEC Residual Receipts Annual build and Respin Media	tesidual Receipts spit for all years Lender/Owner		67%/33%		]					
DAUCD Residual Receipt Amount Ib Loan Repayment Proposal MORED Residual Receipt Amount Ib Loan Repayment Proposal MORED Residual Receipt Amount Ib Residual Ground Lase <ul> <li>Internet Residual Receipt Amount Ib Loan Repayment Proposal MORED Residual Receipt Data</li> <li>Internet Residual Residual Internet Residual Residual Internet Residual Residual Residual Internet Residual Receipt Residual Residual Residual Residual Residual Re</li></ul>		1		1						
Proposed IMCHC D Residual Receipts Amount Is Laar Repayment         Proposed IMCHC D Residual Receipts Amount Is Resultation         Lesse         MON-AONCO RESOUAL RECEIPTS DEBT SERVICE         andret A Resultation         andret A Re	IOHCD Residual Receipts Amount Due	1 1	100 00M	Allocation per provata share of all soft debt loans, and MOHCD residual receipts and or	1	1			1	
Lass       Respond	Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground	1			1					
CUI record Result Receipt Constraints Receipt Data Service  Total Non-ADICIC Residual Receipt Data Service  Total Reserve Nuthered  Reserve Stating Balance  OR Running Balance  O	Lease	J		Repayment	]				, I	
andref Residual Receipts Debt Serrice     0.00%       Total RonADHCED Residual Receipts Debt Serrice	CD Residual Recepts Amount Due	1		No HCD Financing	1	1		Ĩ.	1	
EILANDER (Should be zero unless there are distributions elso)	ender 5 Residual Receipts Due	t l			ł		:		8	:
dew)	EMAINDER (Should be zero unless there are distributions									
Phar DistructionalUse	elow) wner Distributions/Incentive Management Fee	1			1		_ ·	ĩ Č	i.	- 1
BPLACEDERTY RESERVE - NUINNO BALANCE       194.027         opdacement Reserve Vibraruba (destry ted b CILA)       34.000         opdacement Reserve Vibraruba (destry ted b CILA)       184.027         opdacement Reserve	ther Dstributions/Uses	1								
producer Reserve Disposits producer Reserve Virturatual (data) ted to C14A producer Reserve Virturatual (data) producer Reser	EPLACEMENT RESERVE - RUNNING BALANCE	1			1	1	181.022			184 693
	leplacement Reserve Deposits	1							6	
PPEATING RESERVE - RUINING BALANCE     RR Balances/of     \$41,171     \$41/071       Speraforg Reserve Stating Balance     32,353     42,353     42,353       Speraforg Reserve Stating Balance     0R Running Balance     32,353     42,353     44,353       Speraforg Reserve Stating Reserve Stating Balance     0R Balance as % OPior W Op Eys = Datl Barrie     21,05     24,55       Speraforg Reserve Virtual - RUINING BALANCE     0R Balance as % OPior W Op Eys = Datl Barrie     21,05     21,17       Speraforg Reserve Virtual - RUINING BALANCE     0R Balance as % OPior W Op Eys = Datl Barrie     41,733     44,193       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING BALANCE     0     0     0     0       Speraforg Reserve Virtual - RUINING RESErve Virtual	Replacement Reserve Interest	1			1	1	184.682			188.282
Overaling Reserve Dropoils     2455     2454       Operating Reserve Virtuania     0R Running Balance     411       OTHER REGULTE OF RESERVE 1 - RUNNING BALANCE     0R Balance as is of Prior Yi Op Ergs + Debl Barrise     211       OTHER REGULTE OF RESERVE 1 - RUNNING BALANCE     0     0       Other Reserve 1 Stores 1     0     0       Other Reserve 1 Stores 1     0     0       Other Reserve 1 Running Balance     0     0       Other Reserve 2 Running Balance     0 <td< td=""><td></td><td></td><td></td><td>RR Balance Unit</td><td></td><td></td><td>\$46,171</td><td></td><td></td><td>\$47,071</td></td<>				RR Balance Unit			\$46,171			\$47,071
Operating Reserve VI dratavals     Image: Constraint of Sector VI dratavals       OR Running Balance     0R Running Balance       OR Rainves at a 5's driver VI dp Exps + Debt Barxie     14133       OR Rainves at a 5's driver VI dp Exps + Debt Barxie     23 driver       Order Reserve VI dratavals     -       Other Reserve VI drataval	Operating Reserve Deposits	1								41,735 2,455
OR Balance as % d/Ptr Yi Op Eys + Del Service 2000 000 000 000 000 000 000 000 000 0	Operating Reserve Withdrawals Operating Reserve Interest	1								
DYNER REQUER DASSERVE 1. RUINING BALANCE  THE REQUER DASSERVE 1. RUINING BALANCE  THE RESUR 15 SURVEY 1. RUINING BALANCE  THE RESUR 1. RUINING BALANCE  THE RESUR 2. RUINING BALANCE  THE	OR Running Balance	с ,	OR Balance	as a % of Prior Yr Op Exps + Debt Service					10	44,190 23.1%
Dher Resvo 1 Interst Dher Resvo 1 Interst Dher Resvo 1 Running Balance DHER RESERVE 2. RULINING BALANCE DHER RESERVE 2. RULINING BALance DHER RESVO 2. RULI	Other Reserve 1 Starting Balance	1			1			1	1	
Other Required Reserve 1 Running Balance THER RESERVE 2 - NUINING BALANCE THE RESERVE 2 - NUINING BALANCE	Other Reserve 1 Deposits Other Reserve 1 Withdrawals									•
Cher Reserve 2 Starting Balance     Costs	Other Reserve 1 Interest Other Required Reserve 1 Running Balance	1			1		• .	1		
Dher Reserve 2 Deposts     Dher Reserve 2 Withdrawals     Dher Reserve 2 Withdrawals     Dher Reserve 2 Mitheest	Other Reserve 2 Starting Balance	1			1		_ ·	1		
Other Reserve 2 Interest	Other Reserve 2 Deposts Other Reserve 2 Withdrawals	3			}		•		25	
	Other Reserve 2 Interest Other Required Reserve 2 Running Balance	1			]			1	J	

7 of 7

.

## Exhibit C – Legal Description of Real Property

# THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at a point formed by the intersection of the Southerly line of Monterey Boulevard with the Westerly line of Detroit Street; running thence Southerly along said Westerly line of Detroit Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet to the Southerly line of Monterey Boulevard; and thence Easterly along said Southerly line of Monterey Boulevard 100 feet to its intersection with the Westerly line of Detroit Street and the point of beginning.

Being portion of Lots 47,48,49 and 50, in Block No., 27 Sunnyside.

Lot: 001 BLK: 3117

## Street Address:

403-405-407 Monterey Boulevard and 457 Detroit Street

# Exhibit D - LOSP Client Selection Criteria

## 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 \$10,000 for such failure.

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

[NAME OF GRANTEE]:

BY:	
NAME:	
TITLE:	•
DATE:	

# **EXHIBIT G – ANNUAL MONITORING REPORT**

agreement date

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



Mark Farrell Mayor

Kate Hartley Director

## March 19, 2018

Notice of Availability of 2017 Annual Monitoring Report Form (plus reminders of Serious Incident Protocol and marketing procedure)

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2017 (RY2017). The forms are now available to be downloaded from the <u>Asset</u> <u>Management page</u> of the MOHCD web site. A training on how to complete the AMR will be held at MOHCD on April 12, 2018 from 9:30 a.m.-12:15 p.m. See below for more information.

<u>Deadline</u>: For projects whose business year ended December 31, 2017, the report will be due on May 31, 2018 for the period 1/1/17-12/31/17. For any projects whose 2017 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.)

Submissions for RY2017 and any outstanding reports from prior reporting years will be accepted only in the RY2017 format.

## **Completion and Submission Instructions**

The Annual Monitoring Report consists of the following four parts:

I. <u>AMR\_RY2017 – project name.xlsx</u> – 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 (revised)	7. Supplementary Audit Information Required by MOHCD
3A. Occupancy & Rent Info (revised)	Completeness Tracker
3B. Demographic Information	policie pre por la chimie de la constance de la processione

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\_RY2017.xlsx without MOHCD's prior approval is not allowed. Do not

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103 Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 www.sfgov.org/moh Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018 Page 2

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 <u>moh.amr@sfgov.org</u>.

II. <u>Owner Compliance Certification Form and Documentation of Insurance</u> – 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 <u>and</u> property insurance that are *current as of the date of submittal of the AMR*.

III. <u>Audited Financial Statements</u> – Provide financial statements for the project for Reporting Year 2017. 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 "<u>Audit Requirements for MOHCD-Funded Projects</u>" a copy of which is attached and posted on <u>MOHCD's Asset Management</u> 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 for each MOHCD-funded project:

- 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.

IV. <u>Waiting List</u> – Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit:

- name of head-of-household
- contact information
- date of application,
- number of people in the household,
- stated household income and
- desired unit size.

This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

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

## AMR Training - April 12, 9:30 a.m.-12:15 p.m.

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on from 9:30 a.m. to 12:15 p.m. on Thursday, 4/12, in our office at 1 South Van Ness Avenue, 5<sup>th</sup> Floor, Room 5080. We strongly encourage the primary staff person who is responsible for completion of the report to

Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018 Page 3

attend and to bring a Wi-Fi enabled lap top computer. Space is limited. Please RSVP to Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

## Serious Incident Protocol

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

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

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

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

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

## Marketing of 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 <u>Marketing Plan Template</u> and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the <u>Asset Management page</u> of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the wait list on this <u>page of our web site</u>. General information for people seeking affordable housing in San Francisco can also be found on our web site at <u>this location</u>

## Asset Management and Compliance Monitoring Team

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5<sup>th</sup> Floor San Francisco, CA 94103 <u>http://sf-mohcd.org/</u> P. 415-701-5500 F. 415-701-5501

#### Annual Monitoring Report - Instructions - Reporting Year 2017 - 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 1/25/2018

## 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 Adminstrative 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

#### wanagemer

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**

<u>1320 Replacement Reserve Required Annual Deposits.</u> 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.

<u>1365 Operating Reserve Deposits</u>. 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.

<u>1330</u> 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.

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

## 3A. Occupancy & Rent Info

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

COLUMN	DESCRIPTION
C.	Row Number. Do not enter data in this column.
D.	Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
E.	Unit Type. Use the drop down menu to select the unit type (also shown below):
	Bed = (measurement for Group homes or transitional housing)
	"SRO" = Single Room Occupancy unit
	"Studio" = Studio unit
	"1BR" = 1 Bedroom unit
	"2BR" = 2 Bedroom unit
	"3BR" = 3 Bedroom unit
	"4BR" = 4 Bedroom unit
	"5+BR" = 5 or more Bedroom unit
F.	Date of Initial Occupancy. Enter the date when the tenant occupied their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
G.	Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their first unit in the project into the transferred to another unit in the project.
Н.	Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
I.	Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
J.	Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
К.	Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
L.	Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
M.	Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
N.	Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
Ο.	<b>Overhoused or Overcrowded - Narrative</b> A household is "Overhoused" if there are fewer people residing in the unit than the minumum occupancy. "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
P.	Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.
	"Section 8 - Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
	"Section 8 - Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
	"PRAC - 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

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

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

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

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

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

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

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

"HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.

"Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.

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

- Q. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- R. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- S. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- T. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- U. 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.
- V. 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.
- W. 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.
- X. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

## **3B.** Demographic

The two ethnic categories are defined below:

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

The 10 racial categories are defined below:

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

Gender, Sex at Birth, and Sexual Orientation/Sexual Identity: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the <u>Notice</u> 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

Sex At Birth. Provide info for the Head of Household. The 5 possible answers for Sex at Birth are:

- Female Male
- Decline to Answer
- Not Stated
- Question Not Asked

Sexual Orientation / Sexual Identity. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation / Sexual Identity 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 head of household is a person that is at least 62 years of age. Enter "No" if the head of the household is younger than 62.

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

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

## 3C. Summary of Reported Household Demographics

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

## 4. Narrative

Please follow the instructions provided on the worksheet.

## 5. Project Financing

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

## 6. Services Funding

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

## 7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisified 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

#### Program Income Overview

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

MOHCD Insurance Requirements Policy

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

Annua	I Monitoring Report - Property & Residents - Reporting Year 2017 -
	Mayor's Office of Housing & Community Development
# IDENTIFYING INFO	
1	Reporting Period Start Date (m/d/yyyy)
2	Reporting Period End Date (m/d/yyyy)
3	Property Name (select from drop down)
4	Property Full Street Address (e.g. "123 Main Street")
CONTACT INFO	
5	Sponsor Executive Director Name
6	Sponsor Executive Director Phone Number
7 ,	Sponsor Executive Director E-mail
8	Property Management Company
9	Property Manager Name
10	Property Manager Phone Number
11	Property Manager E-mail
12	Property Supervisor Name
13	Property Supervisor Phone Number
14	Property Supervisor E-mail
15	Property Owner Name
16	Property Owner Contact Person
17	Property Owner Contact Phone Number
18	Property Owner Contact E-mail
19	Property Asset Manager Name
20	Property Asset Manager Phone Number
21	Property Asset Manager E-mail
22	AMR Preparer's Name
23	AMR Preparer's Phone Number
24	AMR Preparer's E-mail

	PROPERTY/MARKETING INFO										
25	Is the project any of the following: Transitional Housing, Residentia Treatment Program, Shelter or Transitional Group Home? (select or "no" from the drop-down menu to the left.) <i>If you answer "yes"</i> <i>skip questions 26 through 39 below, and continue with quest</i> <i>40. Also, you must complete worksheet "1B.TransitionalProg</i>										
	What is the Unit Mix for the Property? Pleas	se in	clude any mana	ager's units in this ta	ally.						
	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	Tool Stores						
28	One-Bedroom (1BR) Units			1							
29	Two-Bedroom (2BR) Units			Tree Provent	The second second						
30	Three-Bedroom (3BR) Units			Premier							
31	Four-Bedroom (4BR) Units			Since R							
32	Five- or More (5+BR) Bedroom Units	-		the second second		2					
33	TOTAL # Units-	>	0		took one way had not find and it						
34			during the re report here is	How many vaca porting period? ( s not less than th on worksheet 3.	Be sure that th e number of va	e number you					
35	0		reporting yea calculated fro You must co transitional h	How many eviction ar? (This data in om the data that complete workshe nousing, a residen transitional group	this field is aut is entered on v et 1C, unless t ntial treatment	omatically vorksheet 1C. he project is					
36			Vacant Unit Rent-Up Time - ( <i>in DAYS</i> ) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. ( <i>Click on # 4 at left to jump to</i> <i>Narrative worksheet.</i> )								
37			Waiting List?	t - How many app	olicants are cur	rently on the					
38		annai da <del>in</del> a	When was th	ne waiting list las	t updated? (m/	уууу)					
39		#2	the project d marketing du Question #5	Marketing - Did uring the reporting on the Narrative o Narrative works	g period? If yo g period, you m worksheet. (C	ou conducted nust answer					

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

	available to the residents free of charge	REQUIRED FOR questions 51-61. Indicate below any services that were o, on site or at another designated location within 1/4 mile of the project. You n about each of the marked services below on Worksheet "6.Services"
51	•	မိုန္တိ After School Program/s (y/n)
52		P g Licensed Day Care Service (participant fees are allowable for $\delta^{2}$ day care ONLY) (y/n)
53	•	ິ Youth Program/s (y/n)
54		ຼ≏ ສ Educational Classes (e.g. basic skills, computer training, ອິ້≤ ESL) (y/n)
55		ິ ຢິ່ Health and Wellness Services/Programs (y/n)
56		ີ ຮູ້ Employment Services (y/n)
57		ີ Case Management, Information and Referrals (y/n)
58		ຼຼິ ອ Benefits Assistance and Advocacy; Money Management; ອິ Sinancial Literacy and Counseling (y/n)
59		բ ္က Support Groups, Social Events, Organized Tenant Activities စိ <sup>နို</sup> (y/n)
60		Conter Service #1 - Please specifiy in column G.
61		ຼີ ອີອີອີ Other Service #2 - Please specifiy in column G.

**POPULATION SERVED** 

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

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

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

Remember, SAVE YOUR WORK!

-	State of the second	nitoring Re	port - Trar	nsitional Pro	ograms - I	Reporting Year	r 2017 - M	layor's Office of I	Housing & Co	ommunity Developme	nt		
Project A		·· What is f	target c	apacity of thi	s project?	(All blanks in th	is section	must be filled with	h a number of	"0" or greater in order f	or the		
workshe	eet to be c	complete.)				(All Diariks in th	IS SECTOR	Must be filled with	1 a number of	O or greater in order i	or the		
5	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	D. Num of Beds								
	In ramiliea		Faminea	Families									
1													
2	(							illies) That Can Be S					
Person complet		During Op	erating Ye	ar (All blank	s in this s	ection must be	filled with	a number of "0" of	r greater in ord	ler for the worksheet to	be		
5	A. Num Singles Not	B. Num Families	C1. Num Adults in	C2. Num Children in							K.		
3 i	in Families		Families	Families	Num on t	he first day of oper	rating year						
4		)				ering the program of useholds (Singles							
6			0		Num who	left the program d	during the op	perating year					
8	0	. 0	0	0				the operating year e last day of the oper	rating year				
9			State of the state of the			sehold as of last		erating Year)		-	10 State	9	
If the Ca	pacity Utin	zation Rate	is <u>LESS</u> mar	1 75% you mus	st respond	I to the following:	Anna						
10					1. Explain	ı the reason(s) why	y the capaci	city utilization rate is a	ıs low as it is; an	d			
		92					6 						
11					2. Describ	be plan/s to raise th	he capacity	vutilization rate to at l	east 75%, with s	pecific timeline.			
Length o	of Stay:	For the 0 hou	useholds that	LEFT the prog	ram during	the operating year	r, how many	y were in the project	for the following	lengths of time? (Total in r the worksheet to be com	cell H28	÷	
12		Less than 1 r				IS SECUOI MUST	e mea ma.	a number of y or g	reater in order to	I the worksheet to be com	blete.)		
13 14		1 to 2 months 3 - 6 months	S		1								
15		7 months -12	2 months		1								
16 17		13 months - 2 25 months - 2			-								
18	0	TOTAL # HH	d's that left t	the program	1								
Destinati	ion:	For the 0 hou should match	useholds repo a total of cells	orted to have LF s H14 + I14. Al	EFT the pro	ogram during the o his section must b	perating yes e filled with	ar, how many left for a number of "0" or g	the following de reater in order fr	stinations? (Total in cell H r the worksheet to be com	i3 plete.)		
19				nent (no subsidy									
20 21		Public Housi Section 8 Vo					PERMANENT						
22 23		Subsidized R	Rental - house	e or apartment			RMA						
24			h family or fri				- 2						
25	0	Permanent	t Housing Su	ıbtotal			<u> </u>	]					
26		Transitional H	Housing for h	nomeless persor	ns		TRANSITIONAL						
27		Moved in wit	h family or fri	iends TEMPOR	RARILY		ANSI						
28	0	Transitiona	al Housing S	Subtotal			4				·		
29		Psychiatric h					IAL	1					
30 31		Inpatient alco Jail/Prison	shol or other o	drug treatment	facility		NOLLU.						
32		Medical Facil	lity										
33	0	Institutiona	al Subtotal					j					
34		Emergency S		nan habitation (	(e.g. street)		OTHER						
35													

	Annual Monitoring Report - Eviction Data - Reporting Year 2017 - Mayor's Office of Housing & Community Development
Project Addre	
	AMR must be completed for all projects, except for transitional housing or residential treatment services.
umber of house	nolds who lived in the project during the reporting period: 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.
	useholds in the project who received Notices of Eviction during the reporting period for each of the following reasons:
	ne reason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
2 3	Breach of Lease AgreementCapital Improvement
4	
5	
6	Denial of Access to Unit
7 8	Development Agreement Ellis Act Withdrawal
9	Failure to Sion Lease Renewal
10	Good Samaritan Tenancy Ends
11 12	Habitual Late Payment of Rent Illegal Use of Unit
13	
14	Non-payment of Rent
15 16	Nuisance Other
17	Owner Move In
18	Roommate Living in Same Unit
19 20	Substantial Rehabilitation Unapproved Subtenant
20	
	lawful detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
	ne reason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
22 23	Breach of Lease Agreement Capital Improvement
24	
25	
26 27	Denial of Access to Unit Development Agreement
28	Ellis Act Wihldrawal
29	
30 31	Good Samaritan Tenancy Ends Habitual Late Payment of Rent
32	Habitual Late Payment of Kent
33	
34	Non-payment of Rent
35 36	Nuisance Other
37	
38	
39 40	Substantial Rehabilitation Unapproved Subtenant
41 1	
	buseholds evicted from the project during the reporting period for the each of the following reasons:
42	In the reason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement
43	
44	
45	Demolition
46 47	Development Agreement
48	Ellis Act Withdrawal
49	Failure to Sign Lease Renewal
50 51	Good Samaritan Tenancy Ends
52	Habitual Late Payment of Rent Illegal Use of Unit
53	Lead Remediation
54	Non-payment of Rent
55 56	Nuisance Other
57	
58	Roommate Living in Same Unit
59	Substantial Rehabilitation Unapproved Subtenant
60	

.

В		D	F	н	J	L	N	Р	B
5 Annual Monitoring Report - Fiscal Activity - Repor	ting Year 2017 -		of Housing & Co						
6 INCOME & EXPENSES	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	10000	1515	1111127	1000	LOSP	REPORTING	2a. Net LOSP Revenue for this reporting period disbursement form, will be pre-filled by MOHC	- MUST be amount shown on MOHCO LOSP D in cell P17.
		Start Date:	10/1909	End Date:	10,1909	# LOSP Units	# non-LOSP Units	\$0.00	<<< Must match LOSP Disbursement Form I
8	onth Report Period	0	101100	End Dire:	10190	0	0	2b. If the project receives other source/s of Re-	stal Assistance Payments, enter the total
9	-	Account	212			Resident	al Breakdown	amount in cell R29, and the source/s in cell R2	
0 Description of Income Accounts		Humber	Residential	Non-Residential	Total	LOSP	non-LOSP	Rental Assistance Pmts - OTHER - Amount	
1						0%	0%	Rental Assistance Pmts - OTHER - Source/s	
2 Rental Income					1. 1. 1.			2c. If the project has been pre-authorized to us Rental Assistance Payment, enter the LOSP pe	e an "alternative LOSP split" to allocate the reentage in cell P26.
13 Housing Units - Gross Potential Tenant Rents Rental Assistance Payments (identify ALL sources in row below if applicable	including LOSP	5120		Contraction of the	and and		\$0.00		ER source's of Rental Assistance Payments
(4 funding)		5121	_		1000	\$0.00	\$0.00	Preasing 205 alemaine Coor spin for On	Characters of Herice Associate Pagments
5	Source/s>	×			States	115 200	See Stranger	LOSP	non-LOSP
6 Commercial Unit Rents		5140				-			00
	s Rental Income:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	10 00	
3 Vacancy Loss - enter amounts as negative numbers!				Nust click 8	vecancy rate			Columns L, N, P & R are used for LOSP-	5. Cells in Column G with light green
				explain it Residental Vac				funded projects. If the project does not receive LOSP funding, ignore these columns, otherwise please follow these data entry	highlighting: can be overriden, but only if LOSP-specific expenses are being tracked
9 Housing Units		5220		Rate is > 15*.			\$0 00	Instructions for LOSP Projects:	LOSP-specific expensions are being tracked entry level in the project's accounting syst 6. Cells with plak highlighting indicate whe alternative percentages can be used to altocate LOSPinon-LOSP, but only with
0 Commercial		5240			0.00%			Is. LOSP revenue for the reporting period is pre-filled by MOHCD in P17.	allocate LOSPinon-LOSP, but only with
1 sub 2	-total Vacancies:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1b-c. Enter Other Rental Assistance Amount & Source in R20 & R21. Use P26 if the project	MOHCD written pre-approval; enter the pre- authorized "alternative percentages" from approved MOHCD LOSP Budget in Column
3 NET R	ENTAL INCOME:		\$0.00	\$0.00	\$0.00	. \$0.00	\$0.00	was approved to use an "alternative split". 3. You must enter data in F24. The formula for cell N24 is F24-L24. If all rental subsidy is	approved MOHCD LOSP Budget in Column
5 Other Income					-		a second	cell N24 is F24-L24. If all rental subsidy is allocated to LOSP, then F24 should be = L24. It	
6 Garage and Parking Spaces		5170				\$0.00	\$0.00	allocated to LOSP, then F24 should be = L24. Il there is any Rental Subsidy allocated to non- LOSP, then use a formula for F24 the amount	
7 Miscellaneous Rent Income Supportive Services Income - Do not enter supportive services income if it is	tracked in a	5190	-	-		\$0.00	\$0.00	4. Most of the cens in columns L, N P & R auto	
Supportive Services Income - Do not enter supportive services income if it is separate budget and not appropriate per MOHCD loan terms to be included Receipts calculation	in Residual	5300		- Contraction	27-1	\$0.00	\$0.00	calculate.	
Supportive Services Income Source/s- identify program source(	s) if applicable>		1	10 10 10 10 10 10 10 10 10 10 10 10 10 1		1			
Interest Income - Project Operations (From Operating Account Only)		5400				\$0.00	\$0.00 \$0.00	LOSP spit	calculation non-LOSP
Laundry and Vending 2 Tenant Charges		5910 5920				\$0.00	\$0 00 \$0 00	stor.	
B Other Revenue		5990			-	\$0.00	\$0.00		
4 sub-total Other Ir	ncome Received:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
,	OME RECEIVED:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
INCOME & EXPENSES				- Company			10 11		
9 Description of Expense Accounts		Account Number	Residential	Non-Residential	Total	LOSP	al Breakdown non-LOSP		
1 Management 2 Management Fee		6330			CONTRACTOR OF	0% \$0.00	0% \$0.00	Pre-authorized alt	emative LOSP split 50 (
"Above the Line" Asset Management Fee (amount allowable may be limited.	see Asset Mgt.	6320			-	10 00			States and the state of the state of the state
Fee Policy) sub-total Manag	ement Expense:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00		00
5 Salaries/Benefits Office Salaries						10.00	40.00	LOSP . 50.009	non-LOSP
Office Salaries / Manager's Salary		6310 6330			1000	\$0.00 \$0.00	\$0.00 \$0.00	50.004	500
Employee Benefits: Health Insurance & Disability Insurance		6723				\$0.00	\$0.00		00
Employee Benefits Retirement & Other Salary/Benefit Expenses					-	\$0.00	\$0.00		00
Administrative Rent Free Unit		6331				\$0.00	\$0.00		0.0
sub-total Salary/1 2 Administration	Benefit Expense:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Advertising and Marketing     Office Expenses		6210 6311			-	\$0 00 \$0 00	0 \$0.00	1069	calculation
5 Office Rent		6312			200	\$0.00	\$0.00	LOSP	non-LOSP
6 Legal Expense - Property		6340			240.00	\$0.00	\$0.00		
7 Audit Expense 8 Bookkeeping/Accounting Services		6350 6351				\$0 00 \$0 00	\$0.00 \$0.00		
9 Bad Debts		6370			1000	\$0.00	\$0.00		
0 Miscellaneous Administrative Expenses (must click & explain if >\$104) 1 sub-total Adminis	trative Expense:	6390	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2 Utilities 3 Electricity		6450			-	\$0.00	\$0.00		
4 Water		6451			1967-19	\$0.00	\$0.00		
5 Gas		6452			-	\$0 00 \$0 00	\$0.00		
6 Sever 7 sub-total U	Itilities Expense:	6453	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
a Deal Estata Tavar		6710	1		100000	10.00		Pre-authorized alt	mative LOSP split
9 Real Estate Taxes D Payroli taxes		6710				\$0.00	\$0.00 \$0.00	soor.	non-LOSP 00
Miscellaneous Taxes, Licenses, and Permits		6719			131 751	\$0.00	\$0.00		01
sub-total Taxes and L	icense Expense:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
4 Property and Liability Insurance		6720				\$0.00	\$0.00		emative LOSP spit
5 Fidelity Bond Insurance 5 Workars' Compensation		6721 6722				\$0 00 \$0 00	\$0.00 \$0.00	LOSP	non-LOSP 00
Directors & Officers Liabilities Insurance		6724				\$0.00	\$0.00		1
3 Sub-total Inst 9 Maintenance and Repairs	urance Expense:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
IMPORTANT NOTE RE-TREATMENT OF CAPITAL AND NON-CAPITAL MAINTEN- these from this section. If you do include these expanses here, be sure to secon	ANCE REPAIR EXPEN	NSES ELIGIBLE FOR	PAYMENT BY REPLA	CEMENT RESERVE II pos	sible, exclude	LOSP	non-LOSP		
	a tra smouth in row		a succes prov (crt						calculation
1 Payroll 2 Supplies		6510 6515			-	\$0 00 \$0 00	\$0.00 \$0.00	LOSP	hon-LOSP
Contracts		6520				\$0.00	\$0.00		00
Garbage and Trash Removal		6525				\$0.00	\$0.00	Pre-authorized alternativ	e LOSP split for contracts
Security Payrol/Contract		6530				\$0.00	\$0.00		01
		6545							
						\$0 00 \$0 00	\$0 00 \$0 00		
7 Vehicle and Maintenance Equipment Operation and Repairs 8 Miscellaneous Operating and Maintenance Expenses (must click & explain		6570 6590				\$0 00 \$0 00 \$0 00	\$0 00 \$0 00		
7 Vehicle and Maintenance Equipment Operation and Repairs 8 Unicellaneous Operating and Maintenance Excenses (must click & explain 9 sub-total Maintenance	Repair Expense:	6570	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Pre-authorized ah	emative LOSP split
Vehicle and Maintenance Equipment Operation and Repairs     Microsianeous Operation and Maintenance Excesses (must click & explain     sub-fold Maintenance     Supportive Services: do not enter supportive services expresse & fracked	Repair Expense:	6570	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00	\$0 00 \$0 00 \$0.00	Pre-authorized alt	
Vehicle and Maintenance Equipment Operation and Repairs     Microlianeous Operating and Maintenance Extension must click & explain     sub-obal Maintenance     Supportive Services: do not enter supportive services expenses if trackal     outputst and not eligible to be counted against project income for residual re-	Repair Expense: n separate eipts calculation	6570 6590	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0 00 \$0 00	Pre-authorized alt	
Vehicle and Maintenance Equipment Operation and Repairs     Vehicle and Maintenance Equipment Operation and Repairs     Vehicle Inflatenance     Supportive Services: do not entire supportive services expresses if tracked     objects and not eligible to be counted against projectioners for residuative     Sub-ToTAL OPERAT     Capital Maintenance Reaster/Improvements eligible for a somethy first	Repair Expense: n separate eipts calculation ING EXPENSES: blacement	6570 6590			1.50%	\$0 00 \$0 00 \$0.00 \$0.00	\$0 00 \$0 00 \$0.00		00
Vehicle and Manthaasse Equipment Operation and Repain     Vehicle and Manthaasse Equipment Operation and Repain     Vehicle and Manthaasse Equipment of Particle And Particle     Vehicle And Particle And Particle And Particle     Vehicle And Particle And Particle     Vehicle     Ve	Repair Expense: n separate epts calculation ING EXPENSES: blacement s section above ds in	6570 6590			1.50%	\$0 00 \$0 00 \$0.00 \$0.00	\$0 00 \$0 00 \$0.00		01
Vehicle and Mantenance Equipment Operation and Repairs Uppelmenses Operating and Mantenance Economic Intend cells & explain sub-both Maintenance Supporting Survives: do not entre supportive services expenses if Pacified outpet and not eligible to be occurred against projectioness and resolutions SUB-TOTAL OPERAT Capital Maintenance Repair/Uniprovements religible for payment by Rep Resource. It capital centre anorotis for Mantena & Regal- and are eligible for payments by the Replacement Reserve, please entre data replacement Reserve Eligible Epotements below, beginning form row 207.	Repair Expense: n separate epts calculation ING EXPENSES: viacement is section above is in Amounts	6570 6590			1.50%	\$0 00 \$0 00 \$0.00 \$0.00	\$0 00 \$0 00 \$0.00		01
Vehica and Manthansee Expensed Question and Repain Distributions : Question and Manthansee Expension Emerit 4616 & expension Supportive Services: do not entre supporte services expenses & forsaide Distribution in the service of the spanner project income for mendial inco- solution of the services of the service of the service of the service Sub FORTAL OPERAT Capital Maintenance Repain/Operations and the service of the service of an explain for spanner by the Replacement Reserve and the service of the service of the services for the service of the s	Repair Expense: In separate epts catoulation ING EXPENSES: Viscement is section above its in Amounts g expenses	6570 6590	\$0.00		1.50%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	10 00 10 00 \$0.00 \$0.00 \$0.00		01
Vehicle and Manhanase Egupernet Operation and Repain Development Converting and Hamiltonian Exceeded tended Manhanase E Subportive Services to ont enter supports exceeded Manhanase E Subports and end signals to be counted appropriate toor for rescalaries Sub-TOTAL OPERAT Sub-TOTAL OPERAT Sub-TOTAL OPERAT Repain Manhanase Egupalizing and an anounts for Manhanase A Repained Repain Manhanase Egupalizing and an anounts for Manhanase A Repain Repain Resource Bagalar Expendences Ressear, Bagana Manhanase A Repained Resource Bagalar Expendences Ressear, Bagana Hannase A Repained Resource Bagalar Expendences Ressear, Bagana Manhanase A Resource Resseare A anounts for end Manhanase A Resource Resource A anounts Reserve Resseare A anounts Reserved Resource Resource A anounts Reserve Resseare Resseare Resources Resources Resources Resources Reserves Resources Resources Resources Resources Resources Reserves Reserves Resources Resources Resources Resources Reserves Reserves Resources Resources Reserves Resources Resources Resources Resources Reserves Resources Reserves Resources Resourc	Repair Expense: In separate epts catulation INO EXPENSES: Macement Amounts g expenses lacement for Maintenance	6570 6590	\$0.00		1.50%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	10 00 10 00 \$0.00 \$0.00 \$0.00		01
Vehicle and Mantenance Equipment Operation and Repairs Underlandsen, Poperatory and Higherbornes Extension Insuet Catick & angular subboth Maintenance Supportive Survices: do not entry expositive services expenses fractical bookspit and net eligible to be counted against projectiones the resolution to the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice of the survice and are eligible for payment by the Replacement Reserve, please entry data and are eligible for payment by the Replacement Reserve, please entry data payments with the survice of the survice block beginning from two 207, provided in 1710 215 with the instants to call F102 and readed on them capitants Reserves. Object and another a singlish for payment by Replacement Reserve. A Reserve Colly entry amounts have fully interpret to the survived by Reserve Colly and the amounts have fully for another Reserve. Junce Reserves interpret and the art they seen included in amounts in the survived by Replacement Reserve. A Reserve in the survived by Replacement Reserve Reserves A Reserves interpret and boards to the interpret Reserve A Reserves interpret Reserve A Reserve Reserve Reserve A Reserves Reserve Reser	Repair Expense: In separate epts catulation INO EXPENSES: Macement Amounts g expenses lacement for Maintenance	6570 6590	\$0.00		1.50%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	10 00 10 00 \$0.00 \$0.00 \$0.00		01
Vehicle and Manthansne Equipment Operation and Repain Useralisance, Provide part Administrator Excinate Linest Cales & explaint solvebal Maintanance Supportive Services: do not enter supportive services expresses flactado budget and not eligible to be counted againt projection come for resolutaires Sub-ToTAL OPERAT Capital Maintanance Repair/Umprovements for Maintanace & Repair and are eligible for payment by Dr. Replacement Review, Jipass ento d'or- provided in 2012 USI vita le Inkels to call Fillo and entities do mounts for Maintanace & Repair Non-Capital Maintanance Repair Expresses eligible for payment by Replacement Non-Capital Maintanance Repair Expresses eligible for payment by Replacement Reserve, Orly and armounts her af they were included in annows intered Reserve, Orly and armounts her a fillow were included in annows in tered Reserve Cale and annows and volte menued by Replacement Reserve. Reserve Coly and annows and volte menued by Replacement Reserve. Annows in the serve of the server and the server of the server the server. Reserve Coly and annows and volte menued by Replacement Reserve. Annows in teres. Server and annows and volte menued by Replacement Reserve. ToTAL OPERAT	Repair Expense: n separate epts calculation ING EXPENSES: isocoment is section above Amounts g expenses iacement for Maintenance mount will be	6570 6590	\$0.00		1.50%	\$0 00 \$0 00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		0.
Vehica and Manthanane Equipment Operation and Repairs     Vehical and Manthanane Equipment Operation and Repairs     Vehical Manthanane     Vehical Manthan	Repair Expense: n separate epis calculation ING EXPENSES: ilacement acement for Mainteance mount will be ING EXPENSES:	6570 6590 6900	\$0.00 50 CO	10.00	10.00	\$0 00 \$0 00 \$0 00 \$0 00 \$0 00 \$0 00 \$0 00	\$0 00 \$10 00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		0.
Vehica and Manthanase Experient Operation and Repairs Development Converting and Menthanese Expension Expert (EU & a public sub-tobal Maintanase C Supporter direct of the operation of the support Sub-tobal Maintanase C Sub-tobal Maintanase C Sub-tobal Maintanase C Sub-tobal C Sub-tobal Maintanase C Repland Maintanase C Repland Replacement (State Support by Replacement (State Sub- tobal C) (State Sub- Sub-tobal C) (State Sub- Replacement Reserve Sub-tobal Expendences Reserve A) Replacement Reserve Sub-tobal Expendences Reserve A) Reserver A) (State Sub-tobal Expendences Reserve A) Reserver A) (State Sub-tobal Sub- Reserver A) (State Sub-tobal Sub-tobal Sub-tobal Sub- Reserver A) (State Sub-tobal Sub-tobal Sub-tobal Sub-tobal Sub- Reserver A) (State Sub-tobal Sub	Repair Expense: n separate epis calculation ING EXPENSES: ilacement acement for Mainteance mount will be ING EXPENSES:	6570 6590 6500 Name of Lasson	\$0.00 50 CO	10.00	10.00	00 02 50 00 50 00 50 00 50 00 50 00 50 00 50 00	10 00 13000 * 10 00 10 00 10 00 10 00 10 00 10 00		0 renLOEP
Vehica en Mantheasce Equipment Operation and Repairs Unexationesse Operating and Hamiltonian Excended Inset Citis & explain solubel Mainteasce Supportive Services: do not enter supportive services expresses fracted in Sub-ToTAL OPERAT Capital Administrance Repair/Improvements in Mainteasce & Repair Replacement Reserve Eight Expendences below buginning from our XIV reprived in 7212 2013 will be the Outer of 1920 and enter outer fractmannes Non-Capital Mainteasce Repair/Expresses eligible for pyrment by Rep Reserve. Replace and the fiber over entered in anomals in the Mainteasce & Repair Replacement Reserve Eight Expendences below buginning from our XIV Reserve. Ory enter entered in the fiber over entered in anomals intered Anote do do from operanting expresses. Enter as postore number. TOTAL OPERAT Coround Lease Base Rentilition FeestReserves	Repair Expense: n separate epis calculation ING EXPENSES: ilacement acement for Mainteance mount will be ING EXPENSES:	6570 6590 6900	\$0.00 50 CO	10.00	50.00 50.00	50 00 50 00 50 00 50 00 50 00 50 00 50 00 50 00 50 00 50 00	10 00 10000000000000000000000000000000		est (OEP
	Repair Expense: n separate epis catvulation ING EXPENSES: lacement secton abve Amounts g expenses lacement for Maintenance imourt will be ING EXPENSES: ING EXPENSES:	6570 6590 6500 Name of Lasson	\$0.00 50 CO	10.00	10.00	00 02 50 00 50 00 50 00 50 00 50 00 50 00 50 00	10 00 13000 * 10 00 10 00 10 00 10 00 10 00 10 00		0 restQ\$P restQ\$P 0
Vehica and Manthanase Experiment Quencies non Repairs Development Conversion and Menthannese Expension Experiment File A supplement sub-total Maintenance - Supportive Services: do not entir supportive services expenses if includ an Sub-total of experimentary of the service and project include the resolution sub-total context of the service and project include the resolution sub-total context of the service and services tables and the service and are solgible for parametely for Registerman Researce, begind Registerma Researce Explaint/Regression Researce, beginding form row 2071 Non-Capital Maintenance Registerman Researce, beginding form row 2071 Non-Capital Maintenance Register Programment by Registermant Researce and a se olgible for sub-north and the Maintenance & Regues Registerma Researce Table Stage Registermant Researce and Registerma Researce and the removement of Registermant Researce and a service and and the removement of Registermant Researce and a se olgible for an and and constast formed and Registerma Researce and and the removement of Registermant Researce and a set of the Register and the removement of Registermant Researce and a set of the Register and the removement of Registermant Researce and a set of the Register and the removement of Registermant Researce and a set of the Register Researce Register Annual Deposit (Source in Coperating Registermer Researce Register Annual Deposit (Source is Coperating Accounts)	Repair Expense: n separate epis catvulation ING EXPENSES: lacement secton abve Amounts g expenses lacement for Maintenance imourt will be ING EXPENSES: ING EXPENSES:	6570 6590 6500 Name of Lasson	\$0.00 50 CO	10.00	\$0.00 \$0.00	50 00 50 00 50 00 50 00 50 00 50 00 50 00 50 00 50 00	19 00 19 00 90.90 19 00 19 00 19 00 19 00 19 00 19 00 19 00		0 em108P 0 0 0 0
Vehica and Manthanasce Eguptment Operation and Repain Vehica and Manthanasce Eguptment Operation and Repain solvebal Manthanasce Support and solvebal Manthanasce Support and solvebal Manthanasce Support Services: do not enter supports e sonices expenses of includ and solvebal Manthanasce RepainVehicement Solvebal Sub-Total OPERAT Sub-Total OPER	Repair Expense: n separata NINO EXPENSES: NINO EXPENSES: NINO EXPENSES: A management a reparate a proprises NINO EXPENSES: NINO EXPEN	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	\$0.00 50 CO	10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0001 0001 9000 10001 1000 1000 1000 100	10 00 1000 1000 1000 1000 1000 1000 100		0 em LOEP 0 0 0 0
Vehica and Manthanase Egupernet Operation and Repain December of Constraints of Manthanase Eguperatorial Constraints Subport and a constraints of the Constraints Constraints Subport and a constraints of the Constraints of Constraints Subport and a constraints of the Constraints of Constraints (Constraints) and a constraints of Constraints of Constraints Subport and Constraints of Constraints of Constraints Subport and Constraints of Constraints of Constraints (Constraints) and Constraints of Constraints of Constraints of Constraints of Constraints (Constraints) and Constraints of	Repair Expense: separate model of the second NO EXPENSES: More and the second second of the second second of the second of the second mount will be NO EXPENSES: The second of the second of the second repairs of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the repairs of the second of the	6570 6590 6900 Herme of Lesson Bond Memiscrog Account	\$0.00 50 CO	10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0001 01000 0000 0000 0000 0000 0000 00	19 00 01 19 00 0 19 00 0		0 em LOEP Pon LOEP 0 0 0 0
Vehicle and Manthansee Experient Operation and Repair     Vehicle and Manthansee Experient Operation Repair     Vehicle and Manthansee Experience Exceeded Exactled Exactled     Vehicle State State State Control of the State State State     Vehicle State State State State State State State     Vehicle State State State State State State State State     Vehicle State State State State State State State State     Vehicle State State State State State State State     Vehicle State State State State State State State State     Vehicle State State State State State State State     Vehicle State State State State State State State     Vehicle State State State State State State     Vehicle State State     Vehicle State State State State State     Vehicle State     Vehicle State State     Vehicle     Vehicle State     Vehicle State     Vehicle State     Vehicle State     Vehicle     Vehicle     Vehicle State     Vehicle State     Vehicle     V	Repair Expenses: a separate NIX EXPENSES: Micromodi a sinch above for Amounta grapmass accanad MIX EXPENSES: NIX EXPENSES: NIX EXPENSES: TABLE AS Amounta accanad no EXPENSES: Amounta accanad no EXPENSES: Amounta accanad accan	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	\$0.00 50 CO	10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	00 00 00	00 61 00 61	1769 	01 cmLOSP 01 00 01 01 01 01 01 01 01 01 01 01 01
	Replat Express: a significant of the significant o	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	\$0.00 50 CO	10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0001 01000 0000 0000 0000 0000 0000 00	19 00 01 19 00 0 19 00 0	1769 	01 emLOSP 01 02 01 01 01 01 01 01 01
A ship and Manthanase Experiment Operation and Repain     Supporting and Manthanase Experiment Spectra Constraints Faculty     Support Spectra Sp	Repair Expense: n separate in separate in separate in separate in separate in sectors in sectors in sectors in a sector	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	50.00 50.00	10.00	10.43 10.43 50.45 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00	0001 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000	19 00 1300 90.90 190.90 190.90 190.00 190.00 190.00 190.00 190.00 190.00 190.00 190.00	1769 	01 ren LOSP een LOSP 01 02 04 04 04 04 04 04 04 04 04 04 04 04 04
Vehica and Manthansee Experient Operation and Repairs     Vehica and Manthansee Experience Excended Exact Exa	Repair Expense: n separate in separate in separate in separate in separate in sectors in sectors in sectors in a sector	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	\$0.00 50 CO	10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	00 61 00 61 00 60 00 61 00 61 0000000000	00 00 10	1769 	01 cmLOSP 01 00 00 00 00 00 00 00 00 00 00 00 00
	Replat Express n apporting provide apportant provide apportant provide apportant no exportant provide apportant apportant apportant no exportant apportant provide apportant provide apportant	6570 6550 6500 8600 8600 800 800 800 800 800 800 800	50.00 50.00 50.00 50.00 50.00	10.00 50.00	10.43 10.43 50.45 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00	0001 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000	19 00 1300 90.90 190.90 190.90 190.00 190.00 190.00 190.00 190.00 190.00 190.00 190.00	1769 	200 ren LOSP 201 202 202 202 202 202 202 202 202 202
Supportive Services: do not enter supportive services expenses if tracked in Solucity and not objette to be accurbed against project income for residual income Sub-Total OreEANT Capital Makinamese Reparation Provide Langements in Rights for payment by Rep Reserver, Total Calcobia verse entered in anounds for Mananae & Repara- and are elipite for payment by the Replacement Reserve, plasse enter obse- regional reserve elipite Langements below beginning from two 207 provided in F210 215 will be install to call F102 and resided on Amounds software Self Reserver, Colly actors are entered in a services for Mananae Reserver. Reserver, Colly actors are entered in the services of Mananae Reserver A Lange and the service of the services of the services of the services of the services Reserver. Colly actors are entered to the services of the services 20 consult Lasse. Basis Resid Bond First Reservers 21 consult Lasse. Basis Resid Bond First Reservers 22 constrained to the service of the services of the services 23 consult Lasse. Basis Resid for the Service Services of the services 24 constrained Reserver Annual Deposit (Source is Coperating Account) 25 constrained Reserve Account Deposits (Source is Coperating Account) 26 constrained Reserve Account Deposits (Source is Coperating Account) 27 constrained Reserve Account Deposits (Source is Coperating Account) 28 constrained Reserve Account Deposits (Source is Coperating Account) 29 constrained Reserve Account Deposits (Source is Coperating Account) 20 come Reserve Account Deposits (Source is Coperating Account) 20 come required Reserve Account Deposits (Source is Coperating Account) 20 come required Reserve Account Deposits (Source is Coperating Account) 20 come required Reserve Account Deposits (Source is Coperating Account) 20 come required Reserve Account Deposits (Source is Coperating Account) 20 conter muther (Medify Account Terroris Core) 20 conter muther (Medify Account Terroris Coperating Account) 20 conter muther (Medify Account Terro	Replat Express n apporting provide apportant provide apportant provide apportant no exportant provide apportant apportant apportant no exportant apportant provide apportant provide apportant	6570 6550 6500 6500 Marrier of Lasaer Bond Menterog Access	50 00 50 00 19 40	10.80 10.80 10.89	10.00 50	0001 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000 19000	19 00 10	1769 	em LOSP 0.0 em LOSP 0.0 00 00 00 00 00 00 00 00 00 00 00 00

	В	D	F	н	J	L	1 11	9	 R	
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 20	7 - Mayor's Office	of Housing & Co	mmunity Develops	nent					
120 J. NET	OPERATING INCOME:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.1	00		

·

. .

D Annual Monitoring Report - Fiscal Activity - Reporting Year 201	7 - Mayor's Office	of Housing & C	ommunity Develop	ment			r	
	Name of Lender /	-			Residen	tial Breakdown	Pre-authorized alt	enative LOSP split
	Describe Other Ant Paid							
4. Debt Service (Principal and Interest) Lender1 - Principal Paid (provide lender name to the right)	Pad	Residential	Non-Residential	Total	LOSP \$0.00	non-LOSP \$0.00	LOSP	non-LOSP
Interest Paid					\$0.00			
Other Amount (describe to the right)				-	\$0.00	. \$0.00		
Lender2 - Principal Paid (provide lender name to the right) Interest Paid					\$0.00	\$0.00 \$0.00		
Other Amount (describe to the right)				-	\$0.00			
Lender3 - Principal Paid (provide lender name to the right)					\$0.00	\$0.00	· · · · · · · · · · · · · · · · · · ·	
Interest Paid Other Amount (describe to the right)				20233	10 00 10 00	\$0.00 \$0.00		
Lender4 - Principal Paid (provide lender name to the right)					\$0.00			
Interest Paid					\$0.00	\$0.00		
Other Amount (describe to the right) Total Debt Service Payments		\$0.00	\$0.00	\$0.00	\$0.00			
							Pre-authorized alt	emative LOSP split
Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00			Pre-authorized alternative LC	OSP split for Non-Res Surplus
				12122	Cells below alocate	any non-residential surplus im H137	LOSP	non-LOSP
f amount for Surplus Cash above is negative:		118-521						
- 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		Goto	ws4 Narrative quest	ion #8				
Surplus Cash, Total		1		\$0.00	\$0.00	\$0.00 \$0.00		
Istribution of Surplus Cash/Residual Receipts - (Response Reguired.) In the sp stributions of Surplus Cash that accurately reflects the requirements under all MOHO	ace below, please p	rovide a detailed n	arrative summary of a	vilowable				
		à					,	
SES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATH YMENTS (IF APPLICABLE)	ON OF RESIDUAL RE	CEIPTS	Distribution Priority (mind below)	Leave calls below Mark if Surplus Cash is ur \$2.	Residen	non-LOSP		
Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy		a stand						
inimum balance requirements)						\$0.00	Pre-authorized aternative LC	ISP split for Non-Res Surplus
"Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be quired, see Asset Mgt. Fee Polcy)						\$0.00	1059	non-LOSP
a. Partnership Management fee due from this reporting period, if any (tax credit projects								
by, not allowed if project is beyond 15-year compliance period) a. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if					\$0.00	\$0.00		
ty (tax credit projects only, per City policy, not allowed if project is beyond 15-year implance period)						\$0.00		
Investor Services Fee (aka LP Asset Management Fee) due from this reporting priod. If any (tax cred) orniects only, per City policy, not allowed if project is beyond 15-year								a se aliteration de
impliance period) a. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from					\$0.00	\$0.00		
RIOR reporting periods, if any (tax credit projects only, per City policy, not allowed if oject is beyond 15-year compliance period)						\$0.00	Pre-authorized alternative LC	SP split for Non-Res Sumler
						201-0	Contraction and Aller Aller Co	and a second sec
. Deferred Developer fee, if any					\$0.00	\$0.00		
b) Other payments: use question #1 on the Narrative (worksheet #4) to provide details bout any fees or other payments, including ground lease residual rent payments for a non- OHCDOCI ground lease Failure to provide details will result in disallowance of this	Go to ws4 Narretvie exerction							
OHCD/OCII ground basis Fahire to provide details will result in disaliowance of this panse. You may only include payments that were approved by MOHCD at time of funding at are also explicitly authorized by a Partnership Agreement or similar project document.	#1							
at are also explicitly authorized by a Partnership Agreement or similar project document					\$0.00	\$0.00		
al. Debt Pmt to other lender1: Principal Paid (note lender name to right)					\$0.00	<b>\$</b> 0.00		
ail. Debt Pmt to other lender1: Interest Pald bi. Debt Pmt to other lender2: Principal Pald (note lender name to right)					\$0.00 \$0.00	\$0 00 \$0 00		
bil. Debt Pmt to other lender2: Interest Pald		123213			\$0.00	\$0.00		
Total Payments preceding Residual Receipts Calculation:				\$0.00	\$0.00	\$0.00		
RESIDUAL RECEIPTS		1-						
RESIDUAL RECEIPTS			Distribution Priority (exisci below)	\$0.00 Laave calls below Mark if Surplus Cash Is to \$2.	\$0.00 LOSP	\$0.00 non-LOSP	Pre-authorized alternative LO	SP split for Non-Res Surplus
2a MOHCD Residual Receipts Due for Loan Repayment			1 N.		\$0.00	\$0.00		
b MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment					\$0.00	\$0 00	0.00%	1
							000%	,
		14-54-5						
				\$0.00	\$0.00	\$0.00		
e outour readour receptar aymentato morreto					\$0.00	\$0.00		
		-						
					\$0.00	\$0.00		
d Residual Receipts Debt Pmt to other lender3 (note lender name to right)					\$0.00	\$0.00		
d Residual Recepts Dett Pmt to other lender3 (vote lender name to rojht) e Residual Recepts Dett Pmt to other lender4 (vote lender name to rojht) / Residual Recepts Dett Pmt to other lender5 (vote lender name to rojht)						\$0.00		
d Recidual Receipts Debt Pret to other lender3 (robe lender name to rojet) e Recidual Receipts Debt Pret to other lender4 (robe lender name to rojet) // Recidual Receipts Debt Pret to other lender5 (robe lender name to rojet) Tetal Recidual Recipts Paytonette:				\$0.00	\$0.00 Resident	ial Breakdown		
d. Residual Recepts Dett Print to other lender) (rote lender name to rojht) e. Residual Recepts Dett Print to other lenderi (rote lender name to rojht) f. Residual Receipts Dett Print to other lenderi (rote lender name to rojht) Total Residual Receipts Payments: 50 NOT SUBMIT YOUR PROPOSED RESIDUAL. RECEIPT PAYMENT TO MONIC	WITH THIS AMR. A	WOHCD WILL REV	NEW YOUR PROPOS	SED PAYMENT				
d Residual Recepts Dett Pmt to other lender) (rote lender name to right) e Residual Recepts Dett Pmt to other lender( (rote lender name to right) (Residual Recepts Dett Pmt to other lender( forde lender name to right) Total Residual Recepts Payments: Total Residual Recepts Payments: DO NOT SUBART YOUR PROPOSED RESIDUAL RECEPT PAYNERHT TO MOVICE VID GENERATE AN INVOICE (IF THE CALCULATION CAN BE VERVIED AS APP	ROPRIATE; IF THE	WOHED WILL REV CALCULATION C	NEW YOUR PROPOS ANNOT BE VERIFIED	SED PAYMENT	Resident LOSP	ial Breakdown non-LOSP		
I Residual Recepts Dett Pmt to other lender3 (note lender name to nyht) In Residual Recepts Dett Pmt to other lender4 (note lender name to nyht) If Residual Recepts Dett Pmt to other lender6 (note lender name to nyht) Total Residual Recepts Payments: Total Residual Recept Payments: DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEPT PAYMENT TO MONICO NO GENERATE AN INVOICE IF THE CALCULATION CAN BE VERINED AS APPL CONVICET	ROPRIATE; IF THE	MOHED WILL REV CALCULATION C	ЛЕЧ YOUR PROPOS ANNOT BE VERIFIEL	SED PAYMENT	Resident LOSP \$0.00	ial Breakdown		
M Residual Receipts Dekt Pint to other lender? (noto lender name to nyht) le Residual Receipts Dekt Pint to other lender? (noto lender name to nyht) If Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Total Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Residual Receipts Dekt Pint to other lenders (noto lender name to nyht) Notal Receipts Dekt Pint to other lenders (noto lender name to nyht)	ROPRIATE; IF THE	MOHED WILL REV CALCULATION C	/IEW YOUR PROPOS	SED PAYMENT	Resident LOSP \$0.00	ial Breakdown non-LOSP		
NA Residual Receipts Deld Pint to other lender (poto lender name to right) Re Residual Receipts Deld Pint to other lender (poto lender name to right) 37 Residual Receipts Deld Pint to other lender (poto lender name to right) Total Residual Receipts Payments: Total Residual Receipt Payments: DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MONICO NO GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIMED AS ADM CONVACTY	ROPRIATE; IF THE	WOHED WILL REV	леw Your Propos ANNOT BE VERIFIED	SED PAYMENT	Resident LOSP \$0.00 If L169 is >0, enter that number in J172 8 L172 below The	ial Breakdown non-LOSP		
N Residual Receipts Dekt Pint to other lender( (noto lender name to right) Re Residual Receipts Dekt Pint to other lender( (noto lender name to right) 27 Residual Receipts Dekt Pint to other lender() (noto lender name to right) Total Receipts Dekt Pint to other lender() (noto lender name to right) Total Receipts Dekt Pint to other lender() (noto lender name to right) Total Receipt Payments: DO NOT SUBMET YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MONICO NO GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APP CONTACT Y semaloing Balance reposted Owner Distributions (provide description in column D and enter amount in	ROPRIATE; IF THE	NOHCD WILL REV	/IEW YOUR PROPOS	SED PAYMENT	Resident LOSP 50 00 If L169 is >0, enter that number in 3172 & L172 below The amount will be treated as the LOSP	ial Breakdown non-LOSP		
Id Residual Recepts Dekt Pint to other lender? (noto lender name to nyht) le Residual Recepts Dekt Pint to other lender? (noto lender name to nyht) if Residual Recepts Dekt Pint to other lender? (noto lender name to nyht) Total Recepts Dekt Pint to other lender? (noto lender name to nyht) NO ROT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MONICO NO GENERATE AN INVOICE IF THE CALCULATION CAN BE VERINED AS APP CONTACT Y smalling Balance Peposed Owner Distributions (provide description in column D and enter amount in	ROPRIATE; IF THE	NOHED WILL REV	JEW YOUR PROPO	SED PAYMENT	Resident LOSP \$0.00 If L169 is >0, enter that number in J172 & L172 below The amount will be	ial Breakdown non-LOSP		
DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MONCU IND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPI	ROPRIATE; IF THE	NOHED WILL REV	NEW YOUR PROPOS	SED PAYMENT	Resident LOSP 50 00 If L169 is >0, enter that number in 3172 & L172 below The amount will be treated as the LOSP	In Breakdown non-LOSP \$0.00 #Ni69 is -0, you may		
24 Residual Receipts DeM Prit to other lender( (note lender name to right) 2a Residual Receipts DeM Prit to other lender( (note lender name to right) 27 Residual Receipts DeM Prit to other lender( (note lender name to right) Total Receipts DeM Prit to other lender() (note lender name to right) Total Receipts DeM Prit to other lender() (note lender name to right) Total Receipts DeM Prit to other lender() (note lender name to right) Total Receipts DeM Prit to other lender() (note lender name to right) Total Receipts DeM Prit DeM Prit DeM Receipts Parkments: DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PARKENT TO ADVICE NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PARKENT TO ADVICE NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PARKENT TO ADVICE CONTACT * contract of the Parkent	ROPRIATE; IF THE	MOHED WILL REV	NEW YOUR PROPOS	SED PAYMENT	Resident LOSP 50 00 If L169 is >0, enter that number in 3172 & L172 below The amount will be treated as the LOSP	In Breakdown mon-LOSP 30 00 #1/189 B -0, you may entry featured in J171		
22 Residual Receipts DML Pmt to other lender (note lender name to right) 29 Residual Receipts DML Pmt to other lender (note lender name to right) 21 Residual Receipts DML Pmt to other lender (note lender name to right) 20 NOT SUBJECT VOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MORE DO NOT SUBJECT VOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MORE NOT SUBJECT VOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MORE ON GENERATE AN INVOICE IF THE CALCULATION CAN BE VERVIED AS APP CONTACT V maining Balance	ROPRIATE; IF THE	WOHED WILL RE	new Your Propos	SED PAYMENT	Resident LOSP 50 00 If L169 is >0, enter that number in 3172 & L172 below The amount will be treated as the LOSP	In Breakdown nos-LOSP \$0.00 #N109 is -0, you may enter that amount in J171		
M Residual Receipts Dekt Pmt to other lender3 (vote lender name to right)  Re Residual Receipts Dekt Pmt to other lender4 (vote lender name to right)  T Residual Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  Total Receipts Dekt Pmt to other lender4 (vote lender name to right)  posed Other DistributionsUses (provide description in column D and enter amount le  name J If an amount is entered a description is required)	ROPRIATE; IF THE	WOHCD WILL REV	ARY YOUR PROPOS	SED PAYMENT	Resident LOSP 50 00 If L169 is >0, enter that number in 3172 & L172 below The amount will be treated as the LOSP	In Breakdown nos-LOSP \$0.00 If N109 is -0, you may enther text amount in 1171 & N171 above if your LOSP budget allows an		

B D F H J et al. Control of the cont	L N P R	
175		
176 RESERVE ACCOUNT DETAILS 1771 178 OPERATING RESERVE (Do not here blacks for any questions asking for a number, entire zero instead )		
Minimum Required Balance:           179         Beginning Balance:		
Actual Annual Deposit (don't edit - taken from page 1 account number 1365)  [81]  \$0.00		
182 Interest Earned: Annual Withdrawal Amount (enter as negative number).		
183 Ending Balance (don't edit cell calculated). \$0.00		
Required Annual Deposit: 185 Total Operating Expenses plus debt service (don't edt ce'l – calculated)		
186 \$0.00 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		
187 cel. 0000%		
199     REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero indivad )     199     Minimum Required Balance:     199     Regiment Balance:     199		
Isi         Beginning Balance           Actual Annual Deposit:         192		
192         Interest Earned:           Annual Withdrawal Amount (enter as negative number):		
194 195 Ending Balance (don't edit cell calculated) \$0.00		
Required Annual Deposit (do not edi - taken from page 1 account number 1320);         50 00           192         50 00		
balance is determined		
1921 1932 1932 TO REAL ESTATE ASSETS		
1997 CHANNES TO REAL ESTATE ASSETS Entre Regnary and Endrag Balances in each d'Une categories listed below. Changes in asset categories will aufo 2000 cachuste. Building & Ingrovements		
201 S0.00	- x	
202 \$0.00 Stellmprovements		
203 50.00 Land Improvements 204 50.00	-	
Furnhure, Fatures & Equipment \$205 \$20.00		
Other 205 \$0.00		
Replacement Reserve-Eligible Expenditures: Provide details below about the Capital and non-Capital Expenditures that are Replacement Reserve-eligible.		
Capital Register and Improvements: Extra capital repairs and improvement costs associated with the reporting year. For each catagory received 2002 Show that before a footback and the second sec	a a	
211 Building & Improvements 50		
212 Offste Improvements 50		
213[Ste Improvements \$0] 214[Land Improvements \$0]		
215/Furniture, Fotures & Equipment 50		
218 Oter 50 50 50 50 50 50 50 50 50 50 50 50 50	000	
219		
Non-Capital Replacement Reserve Eligible Expenditures (i.e., labor costs): Enter the amounts used to fund non-capital replacement reserve eligible expenditures. Use 220 section below to supply explanations.		
221 Source Amount	100	
222 Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 103 above) \$0		
Paid Directly from Replacement Reserve		
224		
224		
224		
224 225 Explanation of Non-Capital Replacement Reserve Exploit Expenditures Total \$90 226		
224 225 Explanation of Non-Capital Replacement Reserve Exploit Expenditures Total \$90 226		
222 225 Explanation of Non-Capital Replacement Reserve Elipite Expenditures Total 80 226 226 227 226 Total REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: the Replacement Reserve Verdinary for respond you'r do for all not acts (the Total Revealed Expenditures Total acts) Total RR-Eligible		
220         221           222         222           223         Total           224         225           225         225           100 Total, REPLACEMENT RESERVE ELUBIDE EXPENDITURES: the Replacement Reserve Wordward for the regionary proof total, and reduces the Total RF-eligible Expenditures Total RF-eligible 227         Replacement Reserve           228         Total, REPLACEMENT RESERVE ELUBIDE EXPENDITURES: the Replacement Reserve Wordward for the regionary proof total and reduces the Total RF-eligible Expenditures Total Ref.         RR Withdrawal Amount->         Total RR-Eligible Expenditures->         50/0		
220         221           222         222           223         Total           224         225           225         225           100 Total, REPLACEMENT RESERVE ELUBIDE EXPENDITURES: the Replacement Reserve Wordward for the regionary proof total, and reduces the Total RF-eligible Expenditures Total RF-eligible 227         Replacement Reserve           228         Total, REPLACEMENT RESERVE ELUBIDE EXPENDITURES: the Replacement Reserve Wordward for the regionary proof total and reduces the Total RF-eligible Expenditures Total Ref.         RR Withdrawal Amount->         Total RR-Eligible Expenditures->         50/0		
222         223           225         Epplemeter of Nex-Capital Replacement Reserve Eliptite Ependitures         Total         50.00           226         Total         For Reporting and the Reserve Eliptite Ependitures         100.00           226         Total         For Reporting and the Reserve Eliptite Ependitures         100.00           227         Total         For Reporting and the Reporting and the Reserve Eliptite Ependitures Tarling and the Reporting and the Reserve eliptite Eliptite Ependitures         RR Withdrawal Amount ->         50.00         Total RR-Eliptite Expenditures ->         50.00           222         None Apout RR Withdrawal Amount ->         \$0.00         Expenditures ->         50.00		
222         223           225         Epplemeter of Nex-Capital Replacement Reserve Eliptite Ependitures         Total         50.00           226         Total         For Reporting and the Reserve Eliptite Ependitures         100.00           226         Total         For Reporting and the Reserve Eliptite Ependitures         100.00           227         Total         For Reporting and the Reporting and the Reserve Eliptite Ependitures Tarling and the Reporting and the Reserve eliptite Eliptite Ependitures         RR Withdrawal Amount ->         50.00         Total RR-Eliptite Expenditures ->         50.00           222         None Apout RR Withdrawal Amount ->         \$0.00         Expenditures ->         50.00		
222         223           225         Epplemeter of Nex-Capital Replacement Reserve Eliptite Ependitures         Total         50.00           226         Total         For Reporting and the Reporting Eliptite Ependitures         Total         50.00           227         Total         For Reporting Eliptite Ependitures         Total         50.00         Total         For Reporting Eliptite Eli		
222         223           225         Epplemeter of Nex-Capital Replacement Reserve Eliptite Ependitures         Total         50.00           226         Total         For Reporting and the Reporting Eliptite Ependitures         Total         50.00           227         Total         For Reporting Eliptite Ependitures         Total         50.00         Total         For Reporting Eliptite Eli		
222         223           225         Epplemeter of Nex-Capital Replacement Reserve Eliptite Ependitures         Total         50.00           226         Total         For Reporting and the Reporting Eliptite Ependitures         Total         50.00           227         Total         For Reporting Eliptite Ependitures         Total         50.00         Total         For Reporting Eliptite Eli		

B Annual Monitoring Report - Fiscal Activity - Reporting Year 20	D		F	н			L	_	N	Р	 	R
15 231 FEDERAL PROGRAM INCOME REPORT	17 - Mayor's On	lice of Hou	sing & Con	nmunity Deve	lopment					 		
232 This section must be completed if the project received any CDBO funding, even if the 233 more information, use the following link or copy this web address for manual navigat		program inco	me during th	e reporting peri	od was zero. F	01						
234 http://www.sf-moh.cogModules/ShowDescreent.ason7descomentar/5141 235 Overview of Federal (HOME and CDBO) Program Income												
236 237 CDBG PROGRAM INCOME												
Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570 201-206 and consistent with the City's 2015-2019 Consolidated Plan, 2017-2018 Action Plans as follows 238	AMOUNT	DESCR	PTION									
Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right) 239												
Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation c/lation in column furthest to the right) 20			•									
Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right) 241												
Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2016 (provide amount in cell to the right, and activity 242 description and regulation citation in column furthest to the right).												
Other (provide amount in cell to the right, plus activity description and regulation 243 citation in column furthest to the right)												
Total CDBG Program Income Calculation(see instructions for guidance on how to 244 calculate)												
To ensure the eligible use of CDBG Program income, the recipient of federal 245 and Community Development for the use of CDBG program income received					s Office of Ho	using						

5

.

	1 3. M	3.2.5	· · · · · ·	ALL ST.	Ar	nual Mor	nitoring Repo	ort - Occu	pancy 8	Rent In	fo - Repor	ting Year 2017 - Mayor	's Office of Housing &	Commun	ity Devel	opment		12.2.50	Contra to the	12	at a la
roject Ad	ldress:					Litte	1011	Data	supplied on	this works	neet must be fr	om the rent roll of the last month	n of the reporting period that was	s entered on w	rorksheet 1A.	1/0/	1900		# Units:		0
_			1999	100	_				1		1	1.1.1.4.1.1.1.4.1.1.1.1.	Transferra de la	In the local division of the local divisiono			_	-		-	-
	and the second	<ul> <li>Identify r units, pro</li> <li>For tenal (within re</li> <li>For tenal the proje</li> <li>Before u pasting of</li> </ul>	nanager's unit ovide data in co nts who moved porting period) nts who have to ct, i.e. when th sing the "paste	with the unit nu dumns D, E, P, in during the re , respectively. ransferred units ey first moved in " function to en ne choices of th	mber, follow R and T <u>only</u> aporting period within the period n to the build ter data in co	by "- Mgr". Fo g. od, the data e roject, report t ling. blumns E and	ntered in column the initial occupar P (Orange Highli	manager occ s F, G & H (a ncy data (occ ighting in Col	upies Unit : t initial occu upancy date umn Heade	501, in colu pancy) sho e, income, h r), please cl	mn D, enter *5 uld be the sam ousehold size heck the drop-	D1 - Mgr." For vacant units and e as the data entered in column for the first unit that the tenant down-menus to ensure that the rms with invalid data will be retu	ns I, J & K occupied in data you are								
c	D	E	F	0	н	1	1	ĸ		U	1 - A	0	P	0	R	6	т	U	v	w	x
	Unit No.	Unit Type (Bed/SRO/ Sudo/18R/ 28R/38R/ 48R/5+8R)	Date of INITIAL OCCUPANCY (INIGYM)	Hausehold Annual Income AT INITIAL OCCUPANICY	Household Size AT BATTAL OCCUPANCY (number)	Date Of Most Recent Income Recentication WITHIN REPORTING PERIOD (m/d/yyy)	Household Annual Income as of Most Recent Recentification WITHIN REPORTING PERIOD	Household Sze (number) as of Most Recent Recetification WITHIN REPORTING PEROD	Mn Occupancy for Unit Type (per data entered on worksheet 1A)	Max Occupancy for Unit Type (per data entered on worksheet 1A)	is the Household Overhoused or Overcrowded?	Overhoused/Overzowded-Namilive. (Explanation required for each row where indicator is displayed in Column N and Ced Ceal shows an abightighting Describe any extensizing circumstances that juristy the Overhoused status: summaize efforts made to travater Hitto und of appropriate size)	Rental Assistance Type (safect "none" (finana)	Amount of Rental Assistance	Amount of Maximum Gross Rent Aloved for Unit (enter \$0 if n/s)	Amount Tenant Paid Rent for Unit	Utility Allowance (Enter 50 if all utilities, are included.)	HH Rent Burden (fenant paid rent plus utility allownice x 12 / hh income) typically between 33-50%, should never exceed 102%.	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/b/yyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Re increase (calcu do not ente
1						1.100					1 martin	The second second						1.2.2	Referred	1.11 2.1	
2									1257	5 100	1.5	The Part Line						144	120 12	1220	200
3 4	_		-							the second				-					-	10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	1000
5								-	1	110	121. 224	and all and the						175 V-	- Ist	Territ .	1.4
6 7									-	1.1.1.				-				10000	1000		200
8			-							1	7.2								1	20000	
9					-	11/1			2.5.2		- 2-1-1					1.		125-2	1.000 - 2.12		
10										1	1212122			-				-	all and	AND AND AND	and the second
12			-						0.00	1. A. B.	6 N. S. K.	14 18 1 2 2 2						hand it.	10000	1200	E nur
13		-							1.201		and the second							APRIL S S	- 4-2 - 53	100 - 10 B	
15									Y	ST. IS	12 12 1	and the second second						Contraction of the	Contra Mary	Northe	1
16											-							125	2014		
17		-							and the second	1000		and and the second					-	1.4.4		121 1	1000
19										1200	19 9 80		· · · · · · · · · · · · · · · · · · ·						2.2	2.00	1721
20 21		-	1				1.1			13/22				-							-
22	-								1990	1000	Les and	The second				1	2	-		100-12	-
23 24											1.5	and the second second		-				12125	-	12.20	
25	-			1	-				124		19.3 2			-				- 67	Perto S Action		-
26										1-2-1	Mr - i Mr								1. S. A. S.	-	
27 23										1 000	10 A 10	and the second second		-			-				-
29										1990	- Second	and the state of the						-		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	10473
30 31				-						1	all and							-	-		-
31 32										1.041		Same Provent			1.1						1.
33									2050	2.2%	and a state	S. And Land State		-				200	1-1-1-1	1000	1-6-6
34 35								-		1000				-							-
36		1							2.3	1000	100 at 20	12. 20 CO 15						200-E	1-26-3	STATE OF	1000
37 38	-								-	30.00								1000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	-	
39											1. 10 1. 10							and the second	1		1000
40									a and	3012	20- 1-							245	11111		100 21
41 42					-				-	12-14-	234.00	and an instant		-				-	11112	Sec. Co	
43									2.25.20		10000	Statistical states							EK-R		1000
44										-	27 27			-				25-10-		14 7 1 E	
45									1000	2000	37,248							71.43		1.1.1	
47		1				-				1		and the second second						1	- Second	PV ST T	Control of

.

					Annual Monitoring Report - Demo			17 •			
Project /	ddress;				Data supplied on this worksheet must be from the rent roll of the last	ising & Community Devel	opinant		1/0/1900	# Units:	0
		Select on     Select on     Select on     For legac     Latino/His     Select on	e Ethnicity categ e Race category y race and ethnic panic. In these c e Gender, one S	ory for the head of househo for the head of household. I ity data that reports race ar ases, the person's ethnicity ex and one Sexual Orientat	month of the reporting period that was entered on worksheet 1A. hat was residing in the project at the end of the Reporting Period. Id. If unknown, manager's or vacant unit, select 'Not Reported'. If unknown, manager's or uracant twick, select 'Not Reported'. de sthnictly as a single field, an additional category of 'Not Reported' would be listed as Latiun/Hispanic and his/her case would be listed as 'Not Reporte forlidently category for the head of household. If unknown, manager's or vacant un ridenance that requires callection of this data beginning in 2017.	ď'.				I	
Cit-17-Soliterter									Longersteren		
C Row Num	D Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	F Household Size (number) as of Most Recent Recertification WITHIN REPORTING PERIOD	G Ethnicity (select from drop down menu)	Race (select from drop down menu)	Gender Gender (select from drop dovin menu) for Occupancies AFTER \$/30/2017	3 Sex at Birth (select from drop down menu) for Occupancies AFTER 6/30/2017	K Sexual Orientation / Sexual Identity (aslect from drop down manu) for Occupancies AFTER 6/30/2017	Elderly House hold (yes/no)	M Number of Children under Age 18 in HH	N Disability (select one)
1											
2 3		<u> </u>			l 				<u> </u>		
4					······································						
5											
6 7											
5											
9											
10											
12					· · · · · · · · · · · · · · · · · · ·						
13											
14 15				[							
16			<u> </u>	[							
17											
18 19											
20											
21											
22											
23 24											
25											
26			ļ				L				
27 · 28											
29											
30											
31 32									ļ		
32					· · · · · · · · · · · · · · · · · · ·			*******			
34											
35							L				
36					· · · · · · · · · · · · · · · · · · ·				┣──┤		
38	-										
39											

# Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2017 -Mayor's Office of Housing & Community Development

#### Project Address:

	# 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

#### Head of Household Race/Ethnicity

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

	# Reported	
Gender	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	

	# Reported	
Sex At Birth	Head of HH	% of Total
Female	0	
Male	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sexual Orientation / Sexual Identity	# 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	

Last Day of Reporting Period 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

1/0/1900

# Units:

0

#### Target and Actual Population Served

Tar	get 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 2017 -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.

## 2. Code Violations

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

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

(add additional rows as needed)

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

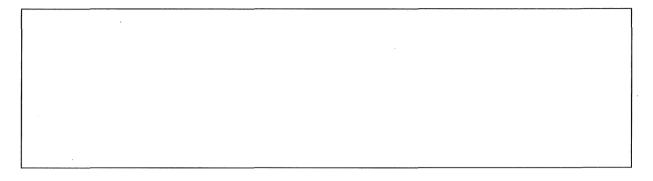
Violation or Citation #	Date Cleared	Issued By	Description of Remedy
			state and the second state
	N. Contraction of the second sec		

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

#### 5. Affirmative Marketing

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
T-4-1			
Total:	0.00	-	
Diff. from Fiscal Activity WS:			
		<b></b>	
Misc. Operating & Maintenance Ex	penses		
		HUD	
Expense Description	Amount	Acct #	Notes
Total:	0.00		
	0.00		
Diff. from Fiscal Activity WS:		]	

## 8. Negative Cash Flow

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

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



#### Annual Monitoring Report - Project Financing - Reporting Year 2017 - 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 Ada <mark>Current</mark>	ress: Project Financing				ents fells ent		a An an	
Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	As Of End of Prior Reporting	Accrued Interest As Of End of Prior Reporting Period
1								
2								
3								
4								
5								
6								
7								
8			1					
9								1
10			-				1	

Annual Monitoring Report	t - Services Funding - Reporting	Year 2017 - Mayor's Office of Hous	ing & 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							
ervice Type	Service Provider Name	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Date	
						20	
		*				-	

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

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

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

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

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

 Maintenance and Repairs	Total	LOSP	Non-LOSP
6510 Payroll	\$0	\$0	\$0
6515 Supplies	0	0	0
6520 Contracts	0	0	0
6525 Garbage and Trash Removal	0	. 0	0
6530 Security Payroll/Contract	0	0	0
6546 HVAC Repairs and Maintenance	0	0	0
6570 Vehicle and Maintenance Equipment Operation and Repairs	0	0	0
6590 Miscellaneous Operating and Maintenance Expenses	0	0	0
Total Maintenance and Repairs Expenses:	\$0	\$0	\$0
6900 Supportive Services	\$0	\$0	\$0
Capital and Non-Capital Expenditures to be			
Reimbursed from Replacement Reserve	\$0	\$0	\$0
Total Operating Expenses.	\$0	\$0	\$0
Financial Expenses			
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if appl 6820 Interest on Mortgage (or Bonds) Payable	icable.		¢o
			\$C
6825 Interest on Other Mortgages			C
5830 Interest on Notes Payable (Long Term)			0
5840 Interest on Notes Payable (Short Term)			C
6850 Mortgage Insurance Premium/Service Charge			0
6890 Miscellaneous Financial Expenses		<b>A A</b>	0
Total Financial Expenses: _	\$0	\$0	\$0
6000 Total Cost of Operations before Depreciation:	\$0	\$0	\$0
5060 Operating Profit (Loss): _	\$0	\$0	\$0
Depreciation & Amortization Expenses			
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if appli	icable		
	Cable.		¢o
6600 Depreciation Expense			\$0
6610 Amortization Expense	0.4	¢0	0
Operating Profit (Loss) after Deprecieation & Amortization: _	\$0	\$0	\$0
Net Entity Expenses			
the right. 7190			\$0
7190			0
7190			0
7190			0
7190			
			0
/190			0
7190			0
7190			0
7190			0
7190			0
Total Net Entity Expenses:	\$0	\$0	\$0
3250 Change in Total Net Assets from Operations (Net Loss)	\$0	\$0	\$0
Amount computed in cell F139 should match audited financial statement		<b>4</b> 0	ψŪ

Amount computed in cell E139 should match audited financial statement.

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

		Total	LOSP	Non-LOSP
Operating Revenue		\$0	\$0	\$0
Interest earned on restricted accounts		0	0	\$0
	Adjusted Operating Revenue	\$0	\$0	\$0
Operating Expenses		\$0	\$0	\$0
Not Our another Income		¢o	¢o	¢
Net Operating Income		\$0	\$0	\$0
Other Activity				
Ground Lease Base Rent		\$0	\$0	\$0
Bond Monitoring Fee		0	0	C
Mandatory Debt Service - Principal		0	0	C
Mandatory Debt Service - Interest		0	0	C
Mandatory Debt Service - Other Amount		0	0	C
Deposits to Replacement Reserve Account		0	0	C
Deposits to Operating Reserve Account		0	0	0
Deposits to Other Restricted Accounts per Regulatory Agree	ement	0	0	0
Withdrawals from Operating Reserve Account		0	0	0
Withdrawals from Other Required Reserve Account		0	0	0
	Total Other Activity:	\$0	\$0	\$0
Allocation of Non-Residential Surplus (LOSP only)			\$0	\$0
	ting Cash Flow/Surplus Cash:	\$0	\$0	\$0
Select the Distribution Priority number from Worksheet 2. F <u>ahead</u> of residual receipts payments.	iscal Activity for payments to be paid	Total	LOSP	Non-LOSP
	iscal Activity for payments to be pair		LOSP	Non-LOSP
	iscal Activity for payments to be pair		LOSP	Non-LOSP
	iscal Activity for payments to be pair		LOSP	Non-LOSP
	iscal Activity for payments to be pair		LOSP	Non-LOSP
	iscal Activity for payments to be pair		LOSP	Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:		LOSP	Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:	Total	•	
ahead of residual receipts payments.	Residual Receipts Distribution:	Total	•	
ahead of residual receipts payments.	Residual Receipts Distribution:	Total	\$0	\$0
ahead of residual receipts payments.	Residual Receipts Distribution:	Total	\$0	\$(
ahead of residual receipts payments.  Total Cash Available for F Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. F with remaining residual receipts.	Residual Receipts Distribution:	Total \$0 Id Total	\$0 LOSP	\$0 Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:	Total	\$0	\$0 Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:	Total \$0 id Total \$0 \$0	\$0 LOSP \$0	\$0 Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:	Total \$0 Id Total \$0	\$0 LOSP	\$0

Total Residual Receipts Distributions to Lenders and Owners:

\$0

\$0

\$0

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

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

#### Annual Monitoring Report - Completeness Tracker - Reporting Year 2017 -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:	1/0/00	Project Address:	The state of the state of the
Reporting End Date:	1/0/00		

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.

Norkaneet IA. FIO	perty & Residents	INCOMPLETE
	Questions 1 thru 4	incomplete
	Questions 5 thru 24	
	Questions 25 thru 3	
	Questions 40 thru 5 Questions 51 thru 6	
	Questions 51 und c	ST Incomplete
Norksheet 1B. Tra	nsitional Programs	To Be Determined
	Questions 1 thru 11	
	Questions 12 thru 1 Questions 19 thru 3	
Vorksheet 1C. Evi		To Be Determined
	Question 1	To Be Determined
	Questions 2 thru 21	To Be Determined
	Questions 22 thru 4	To Be Determined
	Questions 42 thru 6	51 To Be Determined
Noduchant O. Finne	1 Anti-ite	INCOMPLETE
Vorksheet 2. Fisca	Rental Income - Hou	INCOMPLETE Ising Unit GPTR incomplete
	Vacancy Loss	- Housing Units incomplete
	Ope	rating Expenses incomplete
	Surplus Cash/Residual Receipts (F Operating Reserve (F	Rows 140 - 171) incomplete
	Operating Reserve (F	Rows 177 - 186) incomplete
	Replacement Reserve (F	Rows 188 - 196) incomplete
	Changes to Real Estate Assets (F Replacement Reserve Eligible Expenditures (F	Rows 198 - 205) incomplete Rows 209 - 228) incomplete
	Program Income (F	
Vorksheet 3A. Oco	upancy & Rent Info	INCOMPLETE
	Does number of units entered on Worksheet 3 r entered on Worksheet 1A or the total househ served in	
	For each row with a Unit Number, was data en Subsidy Type and U	
	Narrative Provided for All rows indicating	Overhoused or Overcrowded? To Be Determined
Nodeback 2D Dee	an anna hàn la fa mantina	To De Determined
vorksneet 3D. Der	nographic Information Is Ethnicity and Race selected for e	To Be Determined ach household? To Be Determined
	Is Gender, Sex at Birth, and Sexual Orientation/I	dentity selected
		ach household? To Be Determined
Vorksheet 4. Narra	tive	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
Vorksheet 5. Proje	ct Financing	INCOMPLETE
Worksheet 5. Proje Worksheet 6. Servi		INCOMPLETE

## EXHIBIT H

## Tenant Selection Plan Policy - LOSP

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

## **Application Process**

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

<sup>&</sup>lt;sup>1</sup>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)** 

• <u>Limited English Proficiency Policy</u>. 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;
- o reasonable accommodation or modification is necessary because of the disability; and
- the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

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

## **Notice of Denial and Appeal Process**

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

• promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:

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

# <u>EXHIBIT I</u> Tenant Screening Criteria Policy – LOSP

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

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

## **Screening Criteria**

- Housing providers shall not automatically bar applicants who have a criminal record<sup>2</sup> 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:
  - o 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;<sup>3</sup>
  - o juvenile adjudications.
- Housing providers shall consider:
  - o the individual circumstances of each applicant; and
  - the relationship between the offense, and
    - (1) the safety and security of other tenants, staff and/or the property; and
    - (2) mitigating circumstances such as those listed below.
  - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, HSH will assess the justification for a longer look-back period and determine whether an exception is warranted. In these

<sup>&</sup>lt;sup>2</sup> 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.

<sup>&</sup>lt;sup>3</sup> 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."

exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.

- o 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;
  - (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.