FIRST AMENDMENT TO LOAN AGREEMENT
(772 Pacific Avenue and 758 Pacific Avenue, San Francisco, CA 94133)

This First Amendment to the Loan Agreement ("**First Amendment**") is made as of August 20, 2024, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the "**City**"), and **NEW ASIA HOUSING, L.P.**, a California limited partnership (the "**Borrower**").

RECITALS

A. The City previously loaned Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00) (the "**Original Loan**") to the Borrower for predevelopment activities to construct an affordable housing and commercial space project at 772 Pacific Avenue. The Original Loan is evidenced by the following documents: (1) a Loan Agreement dated August 10, 2022 (the "**Agreement**"); and (2) a Secured Promissory Note made by Borrower in an amount of Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00) (the "**Original Note**"). All initially capitalized terms used but not defined in this First Amendment have the meanings given to those terms in the Agreement.

B. Since the City provided the Original Loan to the Borrower, the Borrower has identified a development opportunity at 758 Pacific Avenue, a two-story building with ground floor commercial and one residential unit on the second floor. 758 Pacific Avenue is adjacent to the original site of the Project, 772 Pacific Avenue. Borrower intends to increase the number of affordable housing units planned for the Project and create a more economically viable banquet hall on the ground floor of the Project. As a result, the Borrower has requested additional loan funds ("**Additional Loan**") from the City in the total amount not to exceed Three Million Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars ($3,067,731.00) ("**Additional Funding Amount**") to fund certain relocation and acquisition expenses related to 758 Pacific Avenue. The City has reviewed Borrower's application for the Additional Loan and, in reliance on the accuracy of the statements in that application, has agreed to increase the Original Loan by the Additional Funding Amount.

C. The City and Borrower now desire to amend the Agreement in accordance with this First Amendment to increase the Original Loan by the Additional Funding Amount for a total principal amount not to exceed Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars ($7,167,731.00) (the "**Amended Loan**"). Further, the City and Borrower will: 1) amend and restate the Original Note to increase the loan amount by Eight Hundred Eighty-Eight Thousand Nine Hundred Forty-Five and No/100 Dollars ($888,945.00); 2) enter into a new secured promissory note for the acquisition costs related to 758 Pacific Avenue in an amount not to exceed Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars ($2,178,786.00); 3) enter into a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to secure the Amended Loan; and 4) enter into a Declaration of Restrictions and Affordable Housing Covenants in favor of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the City Documents, the City and the Borrower agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended as follows:

   (a) Cover Page, first paragraph, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

LOAN AGREEMENT
(CITY AND COUNTY OF SAN FRANCISCO
2019 GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING,
HOUSING TRUST FUND, 772 MONTGOMERY DONATION,
COMMUNITY DEVELOPMENT BLOCK GRANT)

   (b) Cover Page, list of City loan sources of funding and amounts, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

772 PACIFIC and 758 PACIFIC AVENUE
772 and 758 Pacific Avenue, San Francisco, California 94133
~~$4,100,000~~ $7,167,731

(2019 General Obligation Bond - Senior: $3,000,000
Housing Trust Funds: ~~$1,000,000~~ $1,936,205
772 Montgomery Donation: $100,000~~)~~
Community Development Block Grant: $2,131,526)

   (c) Title on page 1, is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

LOAN AGREEMENT
(City and County of San Francisco
2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
772 Montgomery Donation, Community Development Block Grant)
(772 and 758 Pacific Avenue, San Francisco, California 94133)

   (d) Recital C is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

   C. Pursuant to Board Resolution 092-20, a one-time $100,000 donation was received by the Citywide Affordable Housing Fund from San Francisco 722 Montgomery, LLC for the construction of new affordable housing in San Francisco, to be expended consistent with the purposes, procedures, and requirements of the Citywide Affordable Housing Fund (the “722 Montgomery Donation”). The funds provided under this Agreement from the 722 Montgomery Donation will be referred to herein as the “722 Montgomery Donation Funds~~,~~”. ~~and together with the Housing Trust Funds and 2019 GO Bond Funds, collectively, the “Funds.”~~

(e) Recital D is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

D. City owns the fee interest in 772 Pacific Avenue. Borrower currently owns the fee interest in 758 Pacific Avenue, but intends to transfer its fee interest in 758 Pacific Avenue to City prior to or concurrent with the construction loan financial closing. At or prior to the construction loan financial closing, Borrower intends to acquire a leasehold interest in the real property located at 772 Pacific Avenue and 758 Pacific Avenue, San Francisco, California (the "Site") pursuant to a Ground Lease by and between Borrower and City (the "Ground Lease"). Borrower desires to use the Funds for predevelopment and acquisition activities to construct up to ~~86~~175 units of multifamily rental housing development, subject to the San Francisco Planning Department's and MOHCD's feasibility determination (the "Improvements"), affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will collectively be known as 772 + 758 Pacific (the "Project"). If the context requires, the term "Improvements" will include the Commercial Space. The maximum income and rent requirements set forth in **Exhibit A** will remain in effect even if the Local Operating Subsidy is no longer available to the Project.

(f) Recital E is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

E. The Citywide Affordable Housing Loan Committee has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City make a loan of Funds to Borrower (the "Loan") in the total principal amount of ~~Four~~ Seven Million One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars ($~~4,100,000~~7,167,731.00) (the "Funding Amount") under this Agreement to fund certain costs related to the Project. The Funding Amount is comprised of (i) Housing Trust Funds in the amount of One Million Nine Hundred Thirty-Six Thousand Two Hundred Five and No/100 Dollars ($~~1,000,000~~1,936,205); (ii) 2019 GO Bond funds in the amount of Three Million Dollars ($3,000,000); ~~and~~ (iii) 772 Montgomery Donation funds in the amount of One Hundred Thousand Dollars ($100,000)~~.~~; and (iv) CDBG funds in the amount of Two Million One Hundred Thirty-One Thousand Five Hundred Twenty-Six and No/100 Dollars ($2,131,526).

(g) Recital F is hereby added to the Agreement as follows:

F. Up to Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars ($2,178,786.00) (the "Acquisition Amount") of the Funding Amount will be used to repay third-party interim acquisition financing for 758 Pacific Avenue. The remaining Four Million Nine Hundred Eighty-Eight Thousand Nine Hundred Forty-Five Dollars ($4,988,945.00) of the Funding Amount (the "Predevelopment Amount") will used to fund certain predevelopment activities related to the Project.

(h) Recital G is hereby added to the Agreement as follows:

G. The City is authorized under a contract with the United States Department of Housing and Urban Development ("HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 *et seq.*), to distribute Community Development Block Grant ("CDBG") funds under this Agreement (the "CDBG Funds") for the specific and special purpose of increasing the housing stock in the City for low- and very low-income persons. The CDBG Funds provided under this Agreement will be referred to herein as the "CDBG Funds," and together with the Housing Trust Funds, 2019 GO Bond Funds, and 722 Montgomery Donation Funds, collectively, the "Funds."

(i) The definitions under Section 1.1 (Defined Terms) of the Agreement are hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

"Acquisition Amount" has the meaning set forth in **Recital F**.

"Acquisition Deed of Trust" means the deed of trust executed by Borrower granting the City a lien on 758 Pacific Avenue and the Project to secure Borrower's performance under this Agreement and the Acquisition Note.

"Acquisition Maturity Date" has the meaning set forth in Section 3.1(a).

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

"CDBG" has the meaning set forth in **Recital G**.

"CDBG Funds" has the meaning set forth in **Recital G**.

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

"Deed of Trust" means, collectively, the Acquisition Deed of Trust and the Predevelopment Deed of Trust ~~the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower's performance under this Agreement and the Note, in substantially the form and substance attached hereto as~~ ~~**Exhibit M**~~.

"Funds" has the meaning set forth in ~~Recital C~~ **Recital G**.

"Note" means, collectively, the Acquisition Note and the Predevelopment Note~~the promissory note executed by Borrower in favor of the City in the original principal amount of the Funding Amount, in form and substance acceptable to City~~.

"Predevelopment Amount" has the meaning set forth in **Recital F**.

"Predevelopment Maturity Date" has the meaning set forth in Section 3.1(b).

"Predevelopment Note" means the amended and restated promissory note executed by Borrower in favor of the City in the original principal amount of the Predevelopment Amount.

"Predevelopment Deed of Trust" means the deed of trust executed by Borrower granting the City a lien on the Site and the Project to secure Borrower's performance under this Agreement and the Predevelopment Note, in substantially the form and substance attached hereto as **Exhibit M**.

"Site" has the meaning set forth in **Recital D**.

(j) Section 2.1 (Funding Amount) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

2.1 Funding Amount. The City agrees to lend to Borrower a maximum principal amount equal to the Funding Amount in order to finance predevelopment and acquisition activities as shown in Exhibit B-1. The eligible expenses for the Predevelopment Amount include ~~including~~ demolition costs associated with the existing improvements on the Land, up to $801,095 in relocation expenses associated with 758 Pacific Avenue, and $87,850 in any and all due diligence costs to design and build the Project. The eligible expenses for the Acquisition Amount include repayment of the interim acquisition financing to acquire 758 Pacific Avenue. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.

(k) Section 2.2 (Use of Funds) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

2.2. Use of Funds. Borrower acknowledges that the City's agreement to make the Loan is based in part on Borrower's agreement to use the Funds solely for the purpose set forth in **Section 2.1** and agrees to use the Funds solely for that purpose in accordance with the approved Table of Sources and Uses. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of ~~Funds~~ the Predevelopment Amount for expenses incurred by Borrower prior to June 11, 2021. Notwithstanding anything to the contrary contained herein, City will not approve expenditure of the Acquisition Amount for expenses incurred by Borrower prior to January 5, 2024; provided that City will approve expenditure of the Acquisition Amount for up to $2,096,128.84 in expenses incurred by Borrower prior to January 5, 2024 related to the acquisition of 758 Pacific Avenue. Notwithstanding the foregoing, City will not approve any expenditure of Funds for expenses incurred by Borrower earlier than sixty (60) days prior to the City's declaration of its official intent to reimburse such expenses with proceeds of the 2019 GO Bond.

(l) Section 2.5(g) (Conditions to Additional Financing) is hereby added to the Agreement as follows:

(g) Borrower will execute a purchase and sale agreement to convey the property located at 758 Pacific Avenue to the City for the lesser of the appraised fair market value of the property located at 758 Pacific Avenue or the principal amount of the Acquisition Note, plus accrued and unpaid interest, and in accordance with certain terms and conditions, and the City will cancel and return the Acquisition Note to Borrower as payment for the property located at 758 Pacific Avenue and will reconvey the Acquisition Deed of Trust; provided that if the appraised fair market value of the property located at 758 Pacific Avenue is less than the principal amount of the Acquisition Note, plus accrued and unpaid interest, and there is no uncured Event of Default under the City Documents, City will forgive any remaining balance of the Acquisition Note.

(m) Section 2.6 (Conditions Related to City Acquiring 758 Pacific Avenue) is hereby added to the Agreement as follows:

2.6 Conditions Related to City Acquiring 758 Pacific Avenue. Borrower will satisfy the following conditions before requesting City to acquire 758 Pacific:

(a) Borrower will have delivered to the City evidence that San Francisco Planning entitlements have been completed for the Project.

(b) Borrower will have provided evidence that the Project has been awarded HUD Section 202 Supportive Housing for Elderly Program or another alternative source of permanent funding.

(c) Borrower will deliver an appraisal that is dated no earlier than 6 months prior to the date that MOHCD will make the request to the Board of Supervisors to acquire 758 Pacific Avenue. The appraisal must be from a Department of Real Estate designated appraiser.

(n) Section 3.1 (Maturity Date) is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

a) Acquisition Amount. Borrower will repay all amounts owing under the Acquisition Note no later than June 1, 2029 (the "Acquisition Maturity Date"); provided, however, upon Borrower's transfer of its fee title interest in 758 Pacific Avenue to City, City will cancel and return the Acquisition Note to Borrower and will reconvey the Acquisition Deed of Trust.

b) Predevelopment Amount. Borrower will repay all amounts owing under the ~~City Documents~~ Predevelopment Note on the date that is the later of (a) the Fifty-Seventh (57th) anniversary of the date the Predevelopment Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth

(55th) anniversary of the Conversion Date (the "Predevelopment Maturity Date"), provided however that if Borrower fails to acquire Control of the Site on or before ~~June 30, 2024~~ June 1, 2029 (the "Outside Acquisition Date"), the Predevelopment Maturity Date will be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion.

(o) Section 3.3 (Interest) is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

a) Predevelopment Amount. The outstanding principal balance of the Predevelopment Amount ~~Loan~~ will bear simple interest at a rate of three percent (3%) per annum, as provided in the Predevelopment Note, provided, however, that prior to the date Borrower acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible.
b) Acquisition Amount. The outstanding principal balance of the Acquisition Amount will bear simple interest at a rate of zero percent (0%) per annum, as provided in the Acquisition Note.

(p) Section 3.5 (Repayment of Principal and Interest) is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

3.5 Repayment of Principal and Interest. Except as set forth in Section 3.7 below, the outstanding principal balance of the Predevelopment Amount~~Loan~~, together with all accrued and unpaid interest, if any, will be due and payable on the Predevelopment Maturity Date according to the terms set forth in full in the Predevelopment Note. Except as set forth in Section 3.7 below, the outstanding principal balance of the Acquisition Amount, together with all accrued and unpaid interest, if any, will be due and payable on the Acquisition Maturity Date according to the terms set forth in full in the Acquisition Note. Except as set forth in the Note, no prepayment of the Loan will be permitted without the prior written consent of the City in its sole and absolute discretion.

(q) Section 5.6 (Commencement and Completion of Project) of the Agreement is hereby amended as follows (additions are in double underline, deletions are in ~~strikethrough~~):

5.6 Commencement and Completion of Project. Unless otherwise extended in writing by the City, Borrower will: (a) commence demolition or construction by a date no later than ~~April 2, 2024~~September 1, 2027; (b) complete demolition or construction by a date no later than ~~October 1, 2025~~ September 1, 2030 in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of Ninety-Five percent (95%) of the Units by a date no later than ~~October 1, 2026~~March 1, 2031.

(r) Section 9.3 (Additional Federal Requirements) is hereby added in its entirety:

9.3 Additional Federal Requirements. The following provision shall apply as long as Federal Funds are used to finance the Project:

(a) Compliance With Laws. Borrower agrees to abide by all applicable Laws, including HUD regulations, pertaining to this Agreement and to any contracts pertaining to the Project. In the event HUD formally amends, waives or repeals any HUD administrative regulation previously applicable to Borrower's performance under this Agreement, MOHCD expressly reserves the right, upon giving notice to HUD and Borrower, to require Borrower's performance as though the regulation were not amended, waived or repealed, subject only to written and binding objection by HUD. Borrower further acknowledges that the City may impose more stringent requirements with regard to affordability restrictions than those required by HUD and agrees to comply with the City's requirements as set forth in this Agreement.

(b) Drug-Free Workplace. Borrower acknowledges that under the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 *et seq.*), the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on its premises. Borrower agrees that any violation of this prohibition by Borrower, its employees, agents or assigns will be deemed an Event of Default under this Agreement.

(c) Restrictions on Lobbying Activities

(i) This Agreement is subject to 31 U.S.C. Section 1352, which provides in part that, with specified exceptions, no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay 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 any of the following covered federal actions: 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.

(ii) If the Funding Amount exceeds $100,000, Borrower must file with MOHCD at the beginning of the Compliance Term and promptly after the occurrence of any change in the facts certified or disclosed:

(A) a certification substantially the same as that attached hereto as **Exhibit F**, and otherwise, in form and content satisfactory to the City and to HUD, that Borrower, its employees, officers and agents have not made, and will not make, any payment prohibited by **Subsection (i)** above; and

(B) a disclosure form, Federal Standard Form-LLL, "Disclosure of Lobbying Activities," if Borrower, its employees, officers or agents have made or agreed to make any payment using funds from a source other than the Funds that would be prohibited under **Subsection (i)** above if payment were made with Funds. The City will file the disclosure form with HUD and retain the certification for the City's records as required by Law.

(d) Debarment or Suspension. Borrower must certify in form and content substantially the same as that attached hereto as **Exhibit F** that neither it nor any of its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. In addition, Borrower 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 in addition to obtaining the certification of each contractor or subcontractor whose bid is accepted.

(e) Single Audit. If Borrower cumulatively expends $750,000.00 or more in Federal Funds during Borrower's fiscal year, Borrower must conduct a single audit or program specific audit by an independent auditor in accordance with OMB Uniform Guidance requirements in 2 CFR part 200 subpart F (§200.500 *et seq*.), as it may be amended from time to time ("**Single Audit**"). Borrower must submit a copy of the Single Audit report to MOHCD within nine (9) months after the end of Borrower's fiscal year or thirty (30) days after receiving the Single Audit report from the auditor.

(f) Other HUD Requirements. The following federal requirements are applicable to all activities funded under this Agreement:

(i) the requirements of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," 2 CFR part 200, relating to allowable costs chargeable to the Funds and contractual requirements for nonprofit organizations, as applicable; and

(ii) the provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards," and 24 CFR part 570, "Community Development Block Grants."

(r) 13.1 (Definition) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

13.1 Definition. "Distributions" refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management and approved deferred Developer Fees or other services performed in connection with the Project. Distributions must be used for activities in San Francisco that would be eligible uses of Project Income under program regulations for the CDBG Program. Distributions may also be used for new construction if the activity is otherwise allowable under CDBG regulations.

(s) Exhibit E (Governmental Requirements), Section 1 (Prevailing Wages and Working Conditions) and Section 2 (Environmental Review) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

1. Prevailing Wages and Working Conditions. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Administrative Code Section 6.1. Every contract for the rehabilitation or construction of housing assisted with Funds must comply with Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) and contain a provision requiring: ~~(1) the payment of not less than the Prevailing Rate of Wage to all laborers and mechanics employed in the development of any part of the housing, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with state law and San Francisco Administrative Code Section 6.22(n),~~ (1) payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-5), as supplemented by Dept. of Labor regulations (29 CFR part 5), to all laborers and mechanics employed in the development of any part of the housing, and (2) contracts involving their employment will be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332) as supplemented by Dept. of Labor regulations (29 CFR part 5), (collectively, "Prevailing Wage Requirements"). The Prevailing Wage Requirements of this Section apply to all laborers and mechanics employed in the development of the Project, including portions other than the assisted Units. Borrower agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements. If applicable, Borrower must include, and require its Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage

Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Chapter 6.

2. Environmental Review. The Project must meet the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. § 4321), related authorities listed at 24 CFR Section 51.100 and parts 50 and 58 and the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

(t) Exhibit E (Governmental Requirements), Section 7 (Low-Income Hiring Requirements) of the Agreement is hereby amended as follows (additions in double underline; deletions in ~~strikethrough~~):

7. Low-Income Hiring Requirements. The use of Funds triggers compliance with certain hiring requirements imposed by the City's First Source Hiring Ordinance (S.F. Admin. Code Chapter 83), as incorporated into MOHCD's Section 3 Plan. To ensure compliance with those requirements, Borrower must include the provisions attached as **Exhibit D** in its contract with the general contractor for the Project. Borrower will be responsible to the City for ensuring compliance with the requirements listed on **Exhibit D**.

(u) Exhibit A – Schedules of Income and Rent Restrictions, is deleted in its entirety and replaced with the new Exhibit A, attached hereto as Attachment 1.

(v) Exhibit B-1 – Table of Sources and Uses of Funds, is deleted in its entirety and replaced with the new Exhibit B-1, attached hereto as Attachment 2.

(w) Exhibit B-2 – Annual Operating Budget, is deleted in its entirety and replaced with the new Exhibit B-2, attached hereto as Attachment 3.

(x) Exhibit B-3 – 20 Year Cash Flow Proforma is deleted in its entirety and replaced with the new Exhibit B-3, attached hereto as Attachment 4.

2. Predevelopment Note. Concurrently herewith, Borrower will execute an Amended and Restated Secured Promissory Note (Predevelopment Loan) in favor of the City. A copy of the Amended and Restated Secured Promissory Note (Predevelopment Loan) is attached to this First Amendment as Attachment 5.

3. Acquisition Note. Concurrently herewith, Borrower will execute a Secured Promissory Note (Acquisition Loan) in favor of the City. A copy of the Secured Promissory Note (Acquisition Loan) is attached to this First Amendment as Attachment 6.

4. Acquisition Deed of Trust. Concurrently herewith, Borrower will execute and record a Deed of Trust (Acquisition Loan) against 758 Pacific Avenue in form and substance acceptable to the City. A copy of the Deed of Trust (Acquisition Loan) is attached to this First Amendment as Attachment 7.

5. 758 Pacific Declaration of Restrictions. Concurrently herewith, Borrower will execute and record a Declaration of Restrictions and Affordable Housing Covenants against 758 Pacific Avenue in form and substance acceptable to the City. A copy of the Declaration of Restrictions is attached to this First Amendment as Attachment 8.

6. Subordination, Nondisturbance, and Attornment Agreement. Concurrently herewith, Borrower will execute and record a Subordination, Nondisturbance, and Attornment Agreements ("SNDA") for the commercial unit and residential tenants at 758 Pacific Avenue in form and substance acceptable to the City. A copy of the commercial and residential SNDAs are attached to this First Amendment as Attachment 9.

7. Representations and Warranties.

(a) All of the representations and warranties made by Borrower to the City in the Agreement and other City Documents continue to be true and complete as of the date of this First Amendment.

(b) No event has occurred and is continuing that constitutes an event of default or potential event of default under the Agreement, Note, or any other City Documents.

8. Miscellaneous.

(a) References. No reference to this First Amendment is necessary in any instrument or document at any time referring to the Agreement. Any reference to such documents will be deemed a reference to the Agreement as amended by this First Amendment.

(b) No Other Amendments. Except as amended by this First Amendment, the Agreement will remain unmodified and in full force and effect.

(c) Successors and Assigns. The terms, covenants, and conditions contained in this First Amendment will bind and inure to the benefit of Borrower and the City and, except as otherwise provided herein, their personal representatives and successors and assigns.

(d) Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this First Amendment.

Signatures Appear on Following Page

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

THE CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: ______________________________
London N. Breed
Mayor

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

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

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: DocuSigned by: Jessica Alfaro-Cassella C2A819107182428...
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC. a California limited liability corporation
Its: General Partner

By: Chinatown Community Development Center, a California nonprofit public benefit corporation
Its: Sole Member/Manager

By: ______________________________
Malcolm Yeung
Executive Director

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

THE CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: ______________________________
London N. Breed
Mayor

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

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

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: ______________________________
Deputy City Attorney

BORROWER:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC. a California limited liability corporation
Its: General Partner

By: Chinatown Community Development Center, a California nonprofit public benefit corporation
Its: Sole Member/Manager

By:______________________
Malcolm Yeung
Executive Director

Attachment 1

Exhibit A: Schedules of Income and Rent Restrictions

See Attached.

EXHIBIT A
Schedules of Income and Rent Restrictions

1. Income and Rent Restrictions. Maximum rent is 30% of maximum income level. As used in this Agreement, the term "Qualified Tenant" includes each category of Tenant included below, provided that the unit mix for the Project shown below remains subject to adjustment and change approved by MOHCD:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio (Plus Housing)	3	50% of Median Income	
0 BD – Studio	20	50% of Median Income	LOSP
0 BD - Studio	40	60% of Median Income	SOS
0 BD - Studio	48	60% of Median Income	
Total 0 BD - Studio	**111**		
1 Bedroom (Plus Housing)	2	50% of Median Income	
1 Bedroom	20	50% of Median Income	LOSP
1 Bedroom	30	60% of Median Income	SOS
1 Bedroom	10	60% of Median Income	
Total 1 Bedroom	**62**		
2 Bedroom	2	Unrestricted Manager's Unit	
Total 2 Bedroom	**2**		

All Units will be rented at all times to tenants who are seniors.

Forty (40) Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Seventy (70) Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS must at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

2. <u>Rent and Utilities</u>. The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed the greater of:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

Rents may be increased as permitted pursuant to Section 7.3 of the Agreement.

Attachment 2

Exhibit B-1 – Table of Sources and Uses of Funds

See Attached.

Application Date:	9/8/23	**# Units:**	**175**		
Project Name:	772 Pacific	***# Bedrooms:***	**51**		**LOSP Project**
Project Address:	772+758 Pacific Ave	**# Beds:**			
Project Sponsor:	Chinatown CDC				

							Total Sources	**Comments**	
SOURCES	**4,100,000**	**3,067,731**	**3,150,000**	**-**	**-**	**-**	**10,317,731**		
Name of Sources:	MOHCD/OCII	MOHCD Acquisition & Add'l Predev Loan	TBD						
USES									
ACQUISITION									
Acquisition cost or value		2,000,000					2,000,000		
Legal / Closing costs / Broker's Fee		58,506					58,506	$51,838 title cost at acquisition from owner to CCDC; $7,183 title cost for acquistion payoff with MOHCD funds	
Holding Costs		120,280					120,280	8.5% interest on $1.25M of LOC over 12 months	
Transfer Tax							0		
TOTAL ACQUISITION	**0**	**2,178,786**	**0**	**0**	**0**	**0**	**2,178,786**		
CONSTRUCTION (HARD COSTS)									
Unit Construction/Rehab	1,206,079						1,206,079	Include FF&E	
Commercial Shell Construction							0		
Demolition							0		
Environmental Remediation							0		
Onsight Improvements/Landscaping							0		
Offsite Improvements							0		Construction line item costs as a % of hard costs
Infrastructure Improvements							0	HOPE SF/OCII costs for streets etc.	
Parking							0		
GC Bond Premium/GC Insurance/GC Taxes							0		**0.0%**
GC Overhead & Profit							0		**0.0%**
CG General Conditions							0		**0.0%**
Sub-total Construction Costs	*1,206,079*	*0*	*0*	*0*	*0*	*0*	*1,206,079*		
Design Contingency (remove at DD)							0	5% up to $30MM HC, 4% $30-$45MM, 3% $45MM+	**0.0%**
Bid Contingency (remove at bid)							0	5% up to $30MM HC, 4% $30-$45MM, 3% $45MM+	**0.0%**
Plan Check Contingency (remove/reduce during Plan Review)							0	4% up to $30MM HC, 3% $30-$45MM, 2% $45MM+	**0.0%**
Hard Cost Construction Contingency							0	5% new construction / 15% rehab	**0.0%**
Sub-total Construction Contingencies	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
TOTAL CONSTRUCTION COSTS	**1,206,079**	**0**	**0**	**0**	**0**	**0**	**1,206,079**		
SOFT COSTS									
Architecture & Design									
Architect design fees	1,089,125		300,000				1,389,125	See MOHCD A&E Fee Guidelines: http://sfmohcd.org/documents-reports-and-forms	
Design Subconsultants to the Architect (incl. Fees)							0		
Architect Construction Admin							0		
Reimbursables							0		
Additional Services							0		
Sub-total Architect Contract	*1,089,125*	*0*	*300,000*	*0*	*0*	*0*	*1,389,125*		
Other Third Party design consultants (not included under Architect contract)	112,000		1,231,950				1,343,950	Both consultants under the Architect & Owner	
Total Architecture & Design	**1,201,125**	**0**	**1,531,950**	**0**	**0**	**0**	**2,733,075**		
Engineering & Environmental Studies									
Survey	18,000		20,000				38,000		
Geotechnical studies							0		
Phase I & II Reports	50,000						50,000		
CEQA / Environmental Review consultants			450,000				450,000		
NEPA / 106 Review		50,000					50,000		
CNA/PNA (rehab only)							0		
Other environmental consultants			100,000				100,000	Name consultants & contract amounts	
Total Engineering & Environmental Studies	**68,000**	**50,000**	**570,000**	**0**	**0**	**0**	**688,000**		
Financing Costs									
Construction Financing Costs									
Construction Loan Origination Fee							0		
Construction Loan Interest							0		
Title & Recording							0		
CDLAC & CDIAC fees							0		
Bond Issuer Fees							0		
Other Bond Cost of Issuance							0		
Other Lender Costs (specify)			150,000				150,000	$3M of add'l predev X 5% loan interest over 1 year expected from mid-2026 - mid-2027.	
Sub-total Const. Financing Costs	*0*	*0*	*150,000*	*0*	*0*	*0*	*150,000*		
Permanent Financing Costs									
Permanent Loan Origination Fee							0		
Credit Enhance. & Appl. Fee							0		
Title & Recording							0		
Sub-total Perm. Financing Costs	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
Total Financing Costs	**0**	**0**	**150,000**	**0**	**0**	**0**	**150,000**		
Legal Costs									
Borrower Legal fees	15,000		30,000				45,000		
Land Use / CEQA Attorney fees							0		
Tax Credit Counsel	50,000						50,000		
Bond Counsel							0		
Construction Lender Counsel							0		
Permanent Lender Counsel							0		
Other Legal (specify)	6,500						6,500		
Total Legal Costs	**71,500**	**0**	**30,000**	**0**	**0**	**0**	**101,500**		
Other Development Costs									
Appraisal	7,000		8,000				15,000		
Market Study	10,000		5,000				15,000		
* Insurance							0		
* Property Taxes							0		
Accounting / Audit							0		
* Organizational Costs	20,000						20,000		
Entitlement / Permit Fees	180,169		320,000				500,169	EIR Planning fees	
* Marketing / Rent-up							0		
* Furnishings							0	$2,000/unit; See MOHCD U/W Guidelines: http://sfmohcd.org/documents-reports-and-forms	
PGE / Utility Fees	300,000						300,000		
TCAC App / Alloc / Monitor Fees	34,152						34,152		
* Financial Consultant fees	85,000		15,000				100,000		
Construction Management fees / Owner's Rep	126,000						126,000		
Security during Construction							0		
* Relocation	50,000	801,095	220,232				1,071,327		
Other (specify)							0		
Other (specify)							0		
Other (specify)							0		Total Soft Cost Contingency as % of Total Soft Costs
Total Other Development Costs	**812,321**	**801,095**	**568,232**	**0**	**0**	**0**	**2,181,648**		
Soft Cost Contingency									
Contingency (Arch, Eng, Fin, Legal & Other Dev)	190,975	37,851	299,818	0	0	0	528,644	Should be either 10% or 5% of total soft costs.	**9.0%**
TOTAL SOFT COSTS	**2,343,921**	**888,946**	**3,150,000**	**0**	**0**	**0**	**6,382,867**		
RESERVES									
* Operating Reserves							0		
Replacement Reserves							0		
* Tenant Improvements Reserves							0		
Other (specify)							0		
Other (specify)							0		
Other (specify)							0		
TOTAL RESERVES	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
DEVELOPER COSTS									
Developer Fee - Cash-out Paid at Milestones	550,000						550,000		
Developer Fee - Cash-out At Risk							0		
Commercial Developer Fee									
Developer Fee - GP Equity (also show as source)									
Developer Fee - Deferred (also show as source)							0		
Development Consultant Fees							0	Need MOHCD approval for this cost, N/A for most projects	
Other (specify)							0		
TOTAL DEVELOPER COSTS	**550,000**	**0**	**0**	**0**	**0**	**0**	**550,000**		
TOTAL DEVELOPMENT COST	**4,100,000**	**3,067,731**	**3,150,000**	**0**	**0**	**0**	**10,317,731**		
Development Cost/Unit by Source	23,429	17,530	18,000	0	0	0	58,958		
Development Cost/Unit as % of TDC by Source	39.7%	29.7%	30.5%	0.0%	0.0%	0.0%	100.0%		
Acquisition Cost/Unit by Source	0	11,429	0	0	0	0	11,429		
Construction Cost (inc Const Contingency)/Unit By Source	6,892	0	0	0	0	0	6,892		
Construction Cost (inc Const Contingency)/SF	9.81	0.00	0.00	0.00	0.00	0.00	9.81		

**Possible non-eligible GO Bond/COP Amount:*	*1,361,079*
City Subsidy/Unit	23,429
Tax Credit Equity Pricing:	0.94
Construction Bond Amount:	85,617,661
Construction Loan Term (in months):	41 months
Construction Loan Interest Rate (as %):	8.31%

Attachment 3

Exhibit B-2 – Annual Operating Budget

See Attached.

Application Date:	**9/8/2023**	LOSP Units	Non-LOSP Units	**Project Name:**	**772 Pacific**
Total # Units:	**175**	**40**	**135**	**Project Address:**	**772+758 Pacific Ave**
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):	**2030**	LOSP/non-LOSP Allocation 23%	77%	**Project Sponsor:**	**Chinatown CDC**

INCOME	**LOSP**	**non-LOSP**	**Total**	**Comments**		
Residential - Tenant Rents	120,000	1,434,312	1,554,312	Links from 'New Proj - Rent & Unit Mix' Worksheet		**Alternative LOSP Split**
Residential - Tenant Assistance Payments (Non-LOSP)	0	973,068	973,068	Links from 'New Proj - Rent & Unit Mix' Worksheet		Residential - Tenant Assistance Payments (N
Residential - LOSP Tenant Assistance Payments	503,063		503,063			
Commercial Space			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		
Residential Parking	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Miscellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet		**Alternative LOSP Split**
Supportive Services Income	0	0				Supportive Services Income
Interest Income - Project Operations	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Laundry and Vending	2,114	7,078	9,192	Links from 'Utilities & Other Income' Worksheet		**Projected LOSP Split**
Tenant Charges	0	0	0	Links from 'Utilities & Other Income' Worksheet		Tenant Charges
Miscellaneous Residential Income	0	0	0	Links from 'Utilities & Other Income' Worksheet		
Other Commercial Income			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		**Alternative LOSP Split**
Withdrawal from Capitalized Reserve (deposit to operating account)	0	0				Withdrawal from Capitalized Reserve (deposit
Gross Potential Income	**625,177**	**2,414,458**	**3,039,635**			
Vacancy Loss - Residential - Tenant Rents	(6,000)	(71,716)	(77,716)	Vacancy loss is 5% of Tenant Rents.		
Vacancy Loss - Residential - Tenant Assistance Payments	0	(48,653)	(48,653)	Vacancy loss is 5% of Tenant Assistance Payments.		
Vacancy Loss - Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		
EFFECTIVE GROSS INCOME	**619,177**	**2,294,089**	**2,913,266**	***PUPA: 16,647***		
OPERATING EXPENSES						
Management						**Alternative LOSP Split**
Management Fee	32,844	109,956	142,800			Management Fee
Asset Management Fee	5,584	18,696	24,280			Asset Management Fee
Sub-total Management Expenses	**38,428**	**128,652**	**167,080**	***PUPA: 955***		
Salaries/Benefits						**Alternative LOSP Split**
Office Salaries	46,797	156,669	203,466			Office Salaries
Manager's Salary	17,701	59,259	76,960			Manager's Salary
Health Insurance and Other Benefits	35,251	118,016	153,267	Health Insurance & Other benefits, 403b (minus desk clerk benefits)		Health Insurance and Other Benefits
Other Salaries/Benefits	70,631	236,462	307,093	24/7 Desk Clerk Payroll & Benefits		Other Salaries/Benefits
Administrative Rent-Free Unit	2,978	9,970	12,948			Administrative Rent-Free Unit
Sub-total Salaries/Benefits	**173,359**	**580,375**	**753,734**	***PUPA: 4,307***		
Administration						
Advertising and Marketing	626	2,097	2,723			
Office Expenses	8,705	29,144	37,849	Office Supplies, Computer Services, Telephone		
Office Rent	0	0				**Projected LOSP Split**
Legal Expense - Property	993	3,324	4,317			Legal Expense - Property
Audit Expense	5,570	18,646	24,216			
Bookkeeping/Accounting Services	4,589	15,362	19,950			**Projected LOSP Split**
Bad Debts	887	2,969	3,856			Bad Debts
Miscellaneous	4,584	15,347	19,931			
Sub-total Administration Expenses	**25,954**	**86,888**	**112,842**	***PUPA: 645***		
Utilities						**Projected LOSP Split**
Electricity	30,820	103,179	133,999			Electricity
Water	21,581	72,249	93,830			
Gas	0	0	0			
Sewer	30,687	102,735	133,422			
Sub-total Utilities	**83,088**	**278,163**	**361,251**	***PUPA: 2,064***		
Taxes and Licenses						**Alternative LOSP Split**
Real Estate Taxes	2,300	7,700	10,000			Real Estate Taxes
Payroll Taxes	12,561	42,052	54,613			Payroll Taxes
Miscellaneous Taxes, Licenses and Permits	2,896	9,694	12,590			
Sub-total Taxes and Licenses	**17,757**	**59,446**	**77,203**	***PUPA: 441***		
Insurance						
Property and Liability Insurance	49,453	165,558	215,011			
Fidelity Bond Insurance	0	0				**Alternative LOSP Split**
Worker's Compensation	5,320	17,810	23,130			Worker's Compensation
Director's & Officers' Liability Insurance	0	0				
Sub-total Insurance	**54,772**	**183,369**	**238,141**	***PUPA: 1,361***		
Maintenance & Repair						**Alternative LOSP Split**
Payroll	44,066	147,527	191,593	Janitorial & Misc Maintenance		Payroll
Supplies	0	0				Supplies
Contracts	94,034	314,808	408,842	Painting, Repairs, Exterminating, Grounds, Elevator		Contracts
Garbage and Trash Removal	15,681	52,496	68,177			**Alternative LOSP Split**
Security Payroll/Contract	2,786	9,325	12,111			Security Payroll/Contract
HVAC Repairs and Maintenance	0	0				
Vehicle and Maintenance Equipment Operation and Repairs	0	0				
Miscellaneous Operating and Maintenance Expenses	0	0				
Sub-total Maintenance & Repair Expenses	**156,566**	**524,157**	**680,723**	***PUPA: 3,890***		
						Alternative LOSP Split
Supportive Services	0	221,425	221,425	Tenant Services & Activities		Supportive Services
Commercial Expenses			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		
TOTAL OPERATING EXPENSES	***549,924***	***2,062,475***	***2,612,399***	***PUPA: 14,928***		
Reserves/Ground Lease Base Rent/Bond Fees						
Ground Lease Base Rent	3,450	11,550	15,000	Ground lease with MOHCD	Provide additional comments here, if needed.	
Bond Monitoring Fee	575	1,925	2,500			**Alternative LOSP Split**
Replacement Reserve Deposit	20,125	67,375	87,500	$500 PUPY		Replacement Reserve Deposit
Operating Reserve Deposit	0	0				Operating Reserve Deposit
Other Required Reserve 1 Deposit	0	0				Other Required Reserve 1 Deposit
Other Required Reserve 2 Deposit	0	0				
Required Reserve Deposit/s, Commercial			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	**24,150**	**80,850**	**105,000**	***PUPA: 600***	Min DSCR: 1.09	
					Mortgage Rate: 0.00%	
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)	**574,074**	**2,143,325**	**2,717,399**	***PUPA: 15,528***	Term (Years): 30	
					Supportable 1st Mortgage Pmt: 179,694	
NET OPERATING INCOME (INCOME minus OP EXPENSES)	**45,103**	**150,764**	**195,867**	***PUPA: 1,119***	Supportable 1st Mortgage Amt: $5,390,825	
					Proposed 1st Mortgage Amt: $49,000,000	
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)						**Alternative LOSP Split**
Hard Debt - First Lender	0	0	0		Provide additional comments here, if needed.	Hard Debt - First Lender
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len	36,851	123,370	160,221	HCD MHP	Provide additional comments here, if needed.	Hard Debt - Second Lender (HCD Program 0.4
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0	0	0		Provide additional comments here, if needed.	Hard Debt - Third Lender (Other HCD Program
Hard Debt - Fourth Lender	0	0	0		Provide additional comments here, if needed.	Hard Debt - Fourth Lender
Commercial Hard Debt Service			0	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%		
TOTAL HARD DEBT SERVICE	**36,851**	**123,370**	**160,221**	***PUPA: 916***		
CASH FLOW (NOI minus DEBT SERVICE)	**8,252**	**27,394**	**35,646**			
Commercial Only Cash Flow			0			
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	0	0				Allocation of Commercial Surplus to LOPS/no
AVAILABLE CASH FLOW	**8,252**	**27,394**	**35,646**			
USES OF CASH FLOW BELOW (This row also shows DSCR.)			***1.22***			
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL						
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	0	0				
Partnership Management Fee (see policy for limits)	7,102	23,776	30,878	1st		
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	1,150	3,850	5,000	2nd		**Alternative LOSP Split**
Other Payments	0	0				Other Payments
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	0	0			Provide additional comments here, if needed.	Non-amortizing Loan Pmnt - Lender 1 (select
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)	0	0			Provide additional comments here, if needed.	
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)	0	0		Def. Develop. Fee split: 0%	Provide additional comments here, if needed.	Deferred Developer Fee (Enter amt <= Max F
TOTAL PAYMENTS PRECEDING MOHCD	**8,252**	**27,626**	**35,878**	***PUPA: 205***		
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)	**(0)**	**(232)**	**(232)**			

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?	**Yes**	Project has MOHCD ground lease?	**Yes**	
Will Project Defer Developer Fee?	**No**			
Max **Deferred Developer Fee/Borrower** % of Residual Receipts in Yr 1:	33%			Sum of DD F from LOSP and non-LOSP:
% of Residual Receipts available for distribution to **soft debt lenders** in	67%			Ratio of Sum of DDF and calculated 50%:

Soft Debt Lenders with Residual Receipts Obligations	*(Select lender name/program from drop down)*	**Total Principal Amt**	**Distrib. of Soft Debt Loans**
MOHCD/OCII - Soft Debt Loans	All MOHCD/OCII Loans payable from res. rects	$49,000,000	99.69%
MOHCD/OCII - Ground Lease Value or Land Acq Cost	Ground Lease Value	$150,000	0.31%
HCD (soft debt loan) - Lender 3			0.00%
Other Soft Debt Lender - Lender 4			0.00%
Other Soft Debt Lender - Lender 5			0.00%

MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
MOHCD Residual Receipts Amount Due	0	0	67% of residual receipts, multiplied by 100% -- MOHCD's pro rata share of all soft debt
Proposed MOHCD Residual Receipts Amount to Loan Repayment	0	0	Enter/override amount of residual receipts proposed for loan repayment.
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease	0	0	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repymt.
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE		**0**	
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
HCD Residual Receipts Amount Due		0	
Lender 4 Residual Receipts Due		0	
Lender 5 Residual Receipts Due		0	
Total Non-MOHCD Residual Receipts Debt Service		**0**	
REMAINDER (Should be zero unless there are distributions below)		**0**	
Owner Distributions/Incentive Management Fee		0	
Other Distributions/Uses		0	
Final Balance (should be zero)		**0**	

Application Date:	**9/8/2023**
Total # Units:	**175**
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations)**:**	**2030**

INCOME			
Residential - Tenant Rents		**non-LOSP**	Approved By (reqd)
Residential - Tenant Assistance Payments (Non-LOSP)	*0.00%*	*100.00%*	
Residential - LOSP Tenant Assistance Payments			
Commercial Space			
Residential Parking			
Miscellaneous Rent Income	**LOSP**	**non-LOSP**	Approved By (reqd)
Supportive Services Income			
Interest Income - Project Operations			
Laundry and Vending	**LOSP**	**non-LOSP**	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Tenant Charges			
Miscellaneous Residential Income			
Other Commercial Income	**LOSP**	**non-LOSP**	Approved By (reqd)
Withdrawal from Capitalized Reserve (deposit to operating account)	to operating account)		
Gross Potential Income			
Vacancy Loss - Residential - Tenant Rents			
Vacancy Loss - Residential - Tenant Assistance Payments			
Vacancy Loss - Commercial			
EFFECTIVE GROSS INCOME			
OPERATING EXPENSES			
Management	**LOSP**	**non-LOSP**	Approved By (reqd)
Management Fee			
Asset Management Fee			
Sub-total Management Expenses			
Salaries/Benefits	**LOSP**	**non-LOSP**	Approved By (reqd)
Office Salaries			
Manager's Salary			
Health Insurance and Other Benefits			
Other Salaries/Benefits	*23.00%*	*77.00%*	
Administrative Rent-Free Unit			
Sub-total Salaries/Benefits			
Administration			
Advertising and Marketing			
Office Expenses			
Office Rent	**LOSP**	**non-LOSP**	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Legal Expense - Property	*23.00%*	*77.00%*	
Audit Expense			
Bookkeeping/Accounting Services	**LOSP**	**non-LOSP**	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Bad Debts	*23.00%*	*77.00%*	
Miscellaneous			
Sub-total Administration Expenses			
Utilities	**LOSP**	**non-LOSP**	(only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)
Electricity	*23.00%*	*77.00%*	
Water			
Gas			
Sewer			
Sub-total Utilities			
Taxes and Licenses	**LOSP**	**non-LOSP**	Approved By (reqd)
Real Estate Taxes			
Payroll Taxes			
Miscellaneous Taxes, Licenses and Permits			
Sub-total Taxes and Licenses			
Insurance			
Property and Liability Insurance			
Fidelity Bond Insurance	**LOSP**	**non-LOSP**	Approved By (reqd)
Worker's Compensation			
Director's & Officers' Liability Insurance			
Sub-total Insurance			
Maintenance & Repair	**LOSP**	**non-LOSP**	Approved By (reqd)
Payroll	*23.00%*	*77.00%*	
Supplies			(LOSP-specific expenses must be tracked at entry level in project's
Contracts	*23.00%*	*77.00%*	
Garbage and Trash Removal	**LOSP**	**non-LOSP**	Approved By (reqd)
Security Payroll/Contract			
HVAC Repairs and Maintenance			
Vehicle and Maintenance Equipment Operation and Repairs			
Miscellaneous Operating and Maintenance Expenses			
Sub-total Maintenance & Repair Expenses			
	LOSP	**non-LOSP**	Approved By (reqd)
Supportive Services	*0.00%*	*100.00%*	
Commercial Expenses			
TOTAL OPERATING EXPENSES			
Reserves/Ground Lease Base Rent/Bond Fees			
Ground Lease Base Rent			
Bond Monitoring Fee	**LOSP**	**non-LOSP**	Approved By (reqd)
Replacement Reserve Deposit			
Operating Reserve Deposit			
Other Required Reserve 1 Deposit			
Other Required Reserve 2 Deposit			
Required Reserve Deposit/s, Commercial			
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)			
NET OPERATING INCOME (INCOME minus OP EXPENSES)			
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	**LOSP**	**non-LOSP**	Approved By (reqd)
Hard Debt - First Lender	*0.00%*	*100.00%*	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len	42% pymt, or other 2nd Lende		
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	n, or other 3rd Lender)		
Hard Debt - Fourth Lender			
Commercial Hard Debt Service			
TOTAL HARD DEBT SERVICE			
CASH FLOW (NOI minus DEBT SERVICE)			
Commercial Only Cash Flow			
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	n-LOSP (residual income)		
AVAILABLE CASH FLOW			
USES OF CASH FLOW BELOW (This row also shows DSCR.)			
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL			
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)			
Partnership Management Fee (see policy for limits)			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	**LOSP**	**non-LOSP**	Approved By (reqd)
Other Payments			
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)	lender in comments field)		
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)			
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)	*0.00%*	*100.00%*	
TOTAL PAYMENTS PRECEDING MOHCD			
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)			
Residual Receipts Calculation			
Does Project have a MOHCD Residual Receipt Obligation?			
Will Project Defer Developer Fee?			
Max **Deferred Developer Fee/Borrower** % of Residual Receipts in Yr 1:	0		
% of Residual Receipts available for distribution to **soft debt lenders** in	#VALUE!		
Soft Debt Lenders with Residual Receipts Obligations			
MOHCD/OCII - Soft Debt Loans			
MOHCD/OCII - Ground Lease Value or Land Acq Cost			
HCD (soft debt loan) - Lender 3			
Other Soft Debt Lender - Lender 4			
Other Soft Debt Lender - Lender 5			
MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
MOHCD Residual Receipts Amount Due			
Proposed MOHCD Residual Receipts Amount to Loan Repayment			
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE			
HCD Residual Receipts Amount Due			
Lender 4 Residual Receipts Due			
Lender 5 Residual Receipts Due			
Total Non-MOHCD Residual Receipts Debt Service			
REMAINDER (Should be zero unless there are distributions below)			
Owner Distributions/Incentive Management Fee			
Other Distributions/Uses			
Final Balance (should be zero)			

Attachment 4

Exhibit B-3 – 20 Year Cash Flow Proforma

See Attached.

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	LOSP Units	Non-LOSP Units
Total # Units:		
175	40	135
	23.00%	77.00%

	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	Year 1 2030 LOSP	Year 1 2030 non-LOSP	Year 1 2030 Total	Year 2 2031 LOSP	Year 2 2031 non-LOSP	Year 2 2031 Total	Year 3 2032 LOSP	Year 3 2032 non-LOSP	Year 3 2032 Total
INCOME												
Residential - Tenant Rents	1.0%	2.5%		120,000	1,434,312	1,554,312	121,200	1,470,170	1,591,370	122,412	1,506,924	1,629,336
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	973,068	973,068	-	1,011,991	1,011,991	-	1,052,470	1,052,470
Residential - LOSP Tenant Assistance Payments	n/a	n/a		503,063		503,063	512,837		512,837	531,523		531,523
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		2,114	7,078	9,192	2,167	7,255	9,422	2,221	7,436	9,657
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-	-	-	-		-	-	
Gross Potential Income				**625,177**	**2,414,458**	**3,039,635**	**636,204**	**2,489,415**	**3,125,620**	**656,156**	**2,566,831**	**3,222,987**
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,000)	(71,716)	(77,716)	(6,060)	(73,508)	(79,568)	(6,121)	(75,346)	(81,467)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(48,653)	(48,653)	-	(50,600)	(50,600)	-	(52,624)	(52,624)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				**619,177**	**2,294,089**	**2,913,266**	**630,144**	**2,365,307**	**2,995,452**	**650,036**	**2,438,861**	**3,088,896**
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	32,844	109,956	142,800	33,994	113,804	147,798	35,183	117,788	152,971
Asset Management Fee	3.0%	3.0%	per MOHCD policy	5,584	18,696	24,280	5,752	19,256	25,008	5,924	19,834	25,759
Sub-total Management Expenses				**38,428**	**128,652**	**167,080**	**39,745**	**133,061**	**172,806**	**41,108**	**137,622**	**178,730**
Salaries/Benefits												
Office Salaries	3.5%	3.5%		46,797	156,669	203,466	48,435	162,152	210,587	50,130	167,828	217,958
Manager's Salary	3.5%	3.5%		17,701	59,259	76,960	18,320	61,333	79,654	18,962	63,480	82,441
Health Insurance and Other Benefits	3.5%	3.5%		35,251	118,016	153,267	36,485	122,146	158,631	37,762	126,421	164,183
Other Salaries/Benefits	3.5%	3.5%		70,631	236,462	307,093	73,103	244,738	317,841	75,662	253,304	328,966
Administrative Rent-Free Unit	3.5%	3.5%		2,978	9,970	12,948	3,082	10,319	13,401	3,190	10,680	13,870
Sub-total Salaries/Benefits				**173,359**	**580,375**	**753,734**	**179,426**	**600,688**	**780,115**	**185,706**	**621,712**	**807,419**
Administration												
Advertising and Marketing	3.5%	3.5%		626	2,097	2,723	648	2,170	2,818	671	2,246	2,917
Office Expenses	3.5%	3.5%		8,705	29,144	37,849	9,010	30,164	39,174	9,325	31,219	40,545
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		993	3,324	4,317	1,028	3,440	4,468	1,064	3,561	4,624
Audit Expense	3.5%	3.5%		5,570	18,646	24,216	5,765	19,299	25,064	5,966	19,974	25,941
Bookkeeping/Accounting Services	3.5%	3.5%		4,589	15,362	19,950	4,749	15,899	20,648	4,915	16,456	21,371
Bad Debts	3.5%	3.5%		887	2,969	3,856	918	3,073	3,991	950	3,181	4,131
Miscellaneous	3.5%	3.5%		4,584	15,347	19,931	4,745	15,884	20,629	4,911	16,440	21,351
Sub-total Administration Expenses				**25,954**	**86,888**	**112,842**	**26,862**	**89,929**	**116,791**	**27,802**	**93,077**	**120,879**
Utilities												
Electricity	3.5%	3.5%		30,820	103,179	133,999	31,898	106,791	138,689	33,015	110,528	143,543
Water	3.5%	3.5%		21,581	72,249	93,830	22,336	74,778	97,114	23,118	77,395	100,513
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		30,687	102,735	133,422	31,761	106,331	138,092	32,873	110,052	142,925
Sub-total Utilities				**83,088**	**278,163**	**361,251**	**85,996**	**287,899**	**373,895**	**89,006**	**297,975**	**386,981**
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		2,300	7,700	10,000	2,381	7,970	10,350	2,464	8,248	10,712
Payroll Taxes	3.5%	3.5%		12,561	42,052	54,613	13,001	43,524	56,524	13,456	45,047	58,503
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		2,896	9,694	12,590	2,997	10,034	13,031	3,102	10,385	13,487
Sub-total Taxes and Licenses				**17,757**	**59,446**	**77,203**	**18,378**	**61,527**	**79,905**	**19,021**	**63,680**	**82,702**
Insurance												
Property and Liability Insurance	3.5%	3.5%		49,453	165,558	215,011	51,183	171,353	222,536	52,975	177,350	230,325
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		5,320	17,810	23,130	5,506	18,433	23,940	5,699	19,079	24,777
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				**54,772**	**183,369**	**238,141**	**56,689**	**189,786**	**246,476**	**58,674**	**196,429**	**255,103**
Maintenance & Repair												
Payroll	3.5%	3.5%		44,066	147,527	191,593	45,609	152,690	198,299	47,205	158,034	205,239
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		94,034	314,808	408,842	97,325	325,827	423,151	100,731	337,231	437,962
Garbage and Trash Removal	3.5%	3.5%		15,681	52,496	68,177	16,230	54,334	70,563	16,798	56,235	73,033
Security Payroll/Contract	3.5%	3.5%		2,786	9,325	12,111	2,883	9,652	12,535	2,984	9,990	12,974
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				**156,566**	**524,157**	**680,723**	**162,046**	**542,502**	**704,548**	**167,718**	**561,490**	**729,207**
Supportive Services	3.5%	3.5%		-	221,425	221,425	-	229,175	229,175	-	237,196	237,196
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				**549,924**	**2,062,475**	**2,612,399**	**569,143**	**2,134,568**	**2,703,712**	**589,035**	**2,209,182**	**2,798,216**
PUPA (w/o Reserves/GL Base Rent/Bond Fees)						**14,928**						
Reserves/Ground Lease Base Rent/Bond Fees									*Note: Hidden columns are in between total columns. To update*			
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				**24,150**	**80,850**	**105,000**	**24,150**	**80,850**	**105,000**	**24,150**	**80,850**	**105,000**
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				**574,074**	**2,143,325**	**2,717,399**	**593,293**	**2,215,418**	**2,808,712**	**613,185**	**2,290,032**	**2,903,216**
PUPA (w/ Reserves/GL Base Rent/Bond Fees)						**15,528**						
NET OPERATING INCOME (INCOME minus OP EXPENSES)				**45,103**	**150,764**	**195,867**	**36,851**	**149,889**	**186,740**	**36,851**	**148,829**	**185,680**
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)									*Note: Hidden columns are in between total columns. To update*			
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				**36,851**	**123,370**	**160,221**	**36,851**	**123,370**	**160,221**	**36,851**	**123,370**	**160,221**
CASH FLOW (NOI minus DEBT SERVICE)				**8,252**	**27,394**	**35,646**	**-**	**26,519**	**26,519**	**-**	**25,459**	**25,459**
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				**8,252**	**27,394**	**35,646**	**-**	**26,519**	**26,519**	**-**	**25,459**	**25,459**
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:			**1.222**			**1.166**			**1.159**
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL									*Note: Hidden columns are in between total columns. To update*			
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-	-	-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	7,102	23,776	30,878	-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	1,150	3,850	5,000	-	-		-	-	
Other Payments				-	-	-	-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-	-	-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-	-	-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-	-	-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				**8,252**	**27,626**	**35,878**	**-**	**-**	**-**	**-**	**-**	**-**
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				(0)	(232)	**(232)**	-	26,519	**26,519**	-	25,459	**25,459**
Does Project have a MOHCD Residual Receipt Obligation?		***Yes***										
Will Project Defer Developer Fee?		***No***										
Residual Receipts split for all years. - Lender/Owner		*67% / 33%*										
				Max Deferred Developer Fee Amt:								
		Dist. Soft Debt Loans		*Cum. Deferred Developer Fee:*		-			-			-
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due		*100.00%*	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			-			17,679			16,973
Proposed MOHCD Residual Receipts Amount to Loan Repayment						-			17,679			16,973
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due		*0.00%*	No HCD Financing			-			-			-
Lender 4 Residual Receipts Due		*0.00%*				-			-			-
Lender 5 Residual Receipts Due		*0.00%*				-			-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-			-
REMAINDER (Should be zero unless there are distributions below)						**-**			**8,840**			**8,486**
Owner Distributions/Incentive Management Fee						-			8,840			8,486
Other Distributions/Uses						-						
Final Balance (should be zero)						-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance						**-**			**87,500**			**175,000**
Replacement Reserve Deposits						**87,500**			**87,500**			**87,500**
Replacement Reserve Withdrawals (ideally tied to CNA)						**-**			**-**			**-**
Replacement Reserve Interest												
RR Running Balance						**87,500**			**175,000**			**262,500**
			RR Balance/Unit			*$500*			*$1,000*			*$1,500*
OPERATING RESERVE - RUNNING BALANCE												
Operating Reserve Starting Balance						-			-			-
Operating Reserve Deposits						-			-			-
Operating Reserve Withdrawals												
Operating Reserve Interest												
OR Running Balance						-			-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service						*0.0%*			*0.0%*
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE												
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						-			-			-
Other Reserve 2 Withdrawals												
Other Reserve 2 Interest												
Other Required Reserve 2 Running Balance						-			-			-

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	LOSP Units	Non-LOSP Units										
Total # Units:												
175	***40***	***135***		**Year 4 2033**			**Year 5 2034**			**Year 6 2035**		
	23.00%	*77.00%*										
INCOME	**% annual 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	1.0%	2.5%		*123,636*	1,544,597	1,668,233	*124,872*	1,583,212	1,708,085	*126,121*	1,622,792	1,748,914
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	*1,094,569*	1,094,569	-	*1,138,352*	1,138,352	-	*1,183,886*	1,183,886
Residential - LOSP Tenant Assistance Payments	n/a	n/a		*550,891*		550,891	*570,966*		570,966	*591,772*		591,772
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		2,277	7,622	9,899	2,334	7,813	10,146	2,392	8,008	10,400
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-		-	-	
Gross Potential Income				***676,804***	***2,646,788***	**3,323,592**	***698,172***	***2,729,377***	**3,427,549**	***720,285***	***2,814,686***	**3,534,972**
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,182)	(77,230)	(83,412)	(6,244)	(79,161)	(85,404)	(6,306)	(81,140)	(87,446)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(54,728)	(54,728)	-	(56,918)	(56,918)	-	(59,194)	(59,194)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				***670,622***	***2,514,830***	**3,185,452**	***691,928***	***2,593,298***	**3,285,227**	***713,979***	***2,674,352***	**3,388,332**
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	36,415	121,910	158,325	37,689	126,177	163,866	39,008	130,593	169,602
Asset Management Fee	3.0%	3.0%	per MOHCD policy	6,102	20,429	26,531	6,285	21,042	27,327	6,474	21,673	28,147
Sub-total Management Expenses				***42,517***	***142,339***	**184,856**	***43,975***	***147,219***	**191,194**	***45,482***	***152,267***	**197,749**
Salaries/Benefits												
Office Salaries	3.5%	3.5%		51,885	173,702	225,586	53,701	179,781	233,482	55,580	186,073	241,654
Manager's Salary	3.5%	3.5%		19,625	65,702	85,327	20,312	68,001	88,313	21,023	70,381	91,404
Health Insurance and Other Benefits	3.5%	3.5%		39,084	130,846	169,930	40,452	135,426	175,877	41,868	140,166	182,033
Other Salaries/Benefits	3.5%	3.5%		78,310	262,169	340,479	81,051	271,345	352,396	83,888	280,842	364,730
Administrative Rent-Free Unit	3.5%	3.5%		3,302	11,054	14,356	3,417	11,441	14,858	3,537	11,841	15,378
Sub-total Salaries/Benefits				***192,206***	***643,472***	**835,678**	***198,933***	***665,994***	**864,927**	***205,896***	***689,304***	**895,200**
Administration												
Advertising and Marketing	3.5%	3.5%		694	2,325	3,019	719	2,406	3,125	744	2,490	3,234
Office Expenses	3.5%	3.5%		9,652	32,312	41,964	9,989	33,443	43,433	10,339	34,614	44,953
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,101	3,685	4,786	1,139	3,814	4,954	1,179	3,948	5,127
Audit Expense	3.5%	3.5%		6,175	20,674	26,849	6,391	21,397	27,788	6,615	22,146	28,761
Bookkeeping/Accounting Services	3.5%	3.5%		5,087	17,032	22,119	5,265	17,628	22,893	5,450	18,245	23,694
Bad Debts	3.5%	3.5%		983	3,292	4,275	1,018	3,407	4,425	1,053	3,526	4,580
Miscellaneous	3.5%	3.5%		5,083	17,015	22,098	5,260	17,611	22,871	5,445	18,227	23,672
Sub-total Administration Expenses				***28,775***	***96,335***	**125,110**	***29,782***	***99,706***	**129,489**	***30,825***	***103,196***	**134,021**
Utilities												
Electricity	3.5%	3.5%		34,170	114,397	148,567	35,366	118,401	153,767	36,604	122,545	159,149
Water	3.5%	3.5%		23,927	80,104	104,031	24,765	82,908	107,672	25,631	85,809	111,441
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		34,023	113,904	147,927	35,214	117,891	153,105	36,447	122,017	158,463
Sub-total Utilities				***92,121***	***308,405***	**400,525**	***95,345***	***319,199***	**414,544**	***98,682***	***330,371***	**429,053**
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		2,550	8,537	11,087	2,639	8,836	11,475	2,732	9,145	11,877
Payroll Taxes	3.5%	3.5%		13,927	46,624	60,550	14,414	48,256	62,670	14,919	49,945	64,863
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		3,211	10,748	13,959	3,323	11,124	14,447	3,439	11,514	14,953
Sub-total Taxes and Licenses				***19,687***	***65,909***	**85,596**	***20,376***	***68,216***	**88,592**	***21,089***	***70,604***	**91,693**
Insurance												
Property and Liability Insurance	3.5%	3.5%		54,829	183,558	238,387	56,748	189,982	246,730	58,734	196,632	255,366
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		5,898	19,746	25,645	6,105	20,437	26,542	6,318	21,153	27,471
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				***60,727***	***203,304***	**264,031**	***62,853***	***210,420***	**273,272**	***65,052***	***217,784***	**282,837**
Maintenance & Repair												
Payroll	3.5%	3.5%		48,857	163,565	212,423	50,567	169,290	219,857	52,337	175,215	227,552
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		104,257	349,034	453,290	107,906	361,250	469,156	111,682	373,894	485,576
Garbage and Trash Removal	3.5%	3.5%		17,385	58,204	75,589	17,994	60,241	78,235	18,624	62,349	80,973
Security Payroll/Contract	3.5%	3.5%		3,088	10,339	13,428	3,196	10,701	13,898	3,308	11,076	14,384
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				***173,588***	***581,142***	**754,730**	***179,663***	***601,482***	**781,145**	***185,952***	***622,534***	**808,485**
Supportive Services	3.5%	3.5%		-	245,498	245,498	-	254,090	254,090	-	262,983	262,983
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				***609,621***	***2,286,404***	**2,896,025**	***630,928***	***2,366,326***	**2,997,253**	***652,979***	***2,449,042***	**3,102,021**
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees				*/delete values in yellow cells, manipulate each cell rather than dragging across multiple cells.*								
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				***24,150***	***80,850***	**105,000**	***24,150***	***80,850***	**105,000**	***24,150***	***80,850***	**105,000**
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				***633,771***	***2,367,254***	**3,001,025**	***655,078***	***2,447,176***	**3,102,253**	***677,129***	***2,529,892***	**3,207,021**
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				***36,851***	***147,576***	**184,427**	***36,851***	***146,123***	**182,973**	***36,851***	***144,460***	**181,311**
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)				*/delete values in yellow cells, manipulate each cell rather than dragging across multiple cells.*								
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				***36,851***	***123,370***	**160,221**	***36,851***	***123,370***	**160,221**	***36,851***	***123,370***	**160,221**
CASH FLOW (NOI minus DEBT SERVICE)				***-***	***24,206***	**24,206**	***0***	***22,752***	**22,752**	***-***	***21,090***	**21,090**
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				***-***	***24,206***	**24,206**	***0***	***22,752***	**22,752**	***-***	***21,090***	**21,090**
USES OF CASH FLOW BELOW (This row also shows DSCR.)			***DSCR:***			***1.151***			***1.142***			***1.132***
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL				*/delete values in yellow cells, manipulate each cell rather than dragging across multiple cells.*								
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-		-	-	
Other Payments				-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				-	24,206	**24,206**	0	22,752	**22,752**	-	21,090	**21,090**
Does Project have a MOHCD Residual Receipt Obligation?		***Yes***										
Will Project Defer Developer Fee?		***No***										
Residual Receipts split for all years. - Lender/Owner		*67% / 33%*										
		Dist. Soft Debt Loans				-			-			-
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due		*100.00%*	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			16,137			15,168			14,060
Proposed MOHCD Residual Receipts Amount to Loan Repayment						16,137			15,168			14,060
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due		*0.00%*	No HCD Financing			-			-			-
Lender 4 Residual Receipts Due		*0.00%*				-			-			-
Lender 5 Residual Receipts Due		*0.00%*				-			-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-			-
REMAINDER (Should be zero unless there are distributions below)						**8,069**			**7,584**			**7,030**
Owner Distributions/Incentive Management Fee						8,069			7,584			7,030
Other Distributions/Uses												
Final Balance (should be zero)						-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance						**262,500**			**350,000**			**437,500**
Replacement Reserve Deposits						**87,500**			**87,500**			**87,500**
Replacement Reserve Withdrawals (ideally tied to CNA)						-			-			-
Replacement Reserve Interest												
RR Running Balance						**350,000**			**437,500**			**525,000**
			RR Balance/Unit			*$2,000*			*$2,500*			*$3,000*
OPERATING RESERVE - RUNNING BALANCE												
Operating Reserve Starting Balance						-			-			-
Operating Reserve Deposits						-			-			-
Operating Reserve Withdrawals												
Operating Reserve Interest												
OR Running Balance						-			-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service			*0.0%*			*0.0%*			*0.0%*
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE												
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						-			-			-
Other Reserve 2 Withdrawals												
Other Reserve 2 Interest												
Other Required Reserve 2 Running Balance						-			-			-

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	LOSP Units	Non-LOSP Units
Total # Units: 175	40	135
	23.00%	77.00%

INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	Year 7 2036 LOSP	Year 7 2036 non-LOSP	Year 7 2036 Total	Year 8 2037 LOSP	Year 8 2037 non-LOSP	Year 8 2037 Total	Year 9 2038 LOSP	Year 9 2038 non-LOSP	Year 9 2038 Total
Residential - Tenant Rents	1.0%	2.5%		127,382	1,663,362	1,790,745	128,656	1,704,946	1,833,602	129,943	1,747,570	1,877,513
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	1,231,241	1,231,241	-	1,280,491	1,280,491	-	1,331,711	1,331,711
Residential - LOSP Tenant Assistance Payments	n/a	n/a		613,336		613,336	635,684		635,684	658,845		658,845
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		2,452	8,208	10,660	2,513	8,413	10,926	2,576	8,624	11,200
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-		-	-	
Gross Potential Income				743,170	2,902,812	3,645,982	766,854	2,993,851	3,760,704	791,363	3,087,904	3,879,268
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,369)	(83,168)	(89,537)	(6,433)	(85,247)	(91,680)	(6,497)	(87,378)	(93,876)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(61,562)	(61,562)	-	(64,025)	(64,025)	-	(66,586)	(66,586)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				736,801	2,758,082	3,494,883	760,421	2,844,579	3,605,000	784,866	2,933,940	3,718,807
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	40,374	135,164	175,538	41,787	139,895	181,681	43,249	144,791	188,040
Asset Management Fee	3.0%	3.0%	per MOHCD policy	6,668	22,324	28,992	6,868	22,993	29,861	7,074	23,683	30,757
Sub-total Management Expenses				47,042	157,488	204,529	48,655	162,888	211,543	50,323	168,474	218,798
Salaries/Benefits												
Office Salaries	3.5%	3.5%		57,526	192,586	250,112	59,539	199,326	258,866	61,623	206,303	267,926
Manager's Salary	3.5%	3.5%		21,759	72,845	94,603	22,520	75,394	97,915	23,309	78,033	101,342
Health Insurance and Other Benefits	3.5%	3.5%		43,333	145,071	188,404	44,850	150,149	194,998	46,419	155,404	201,823
Other Salaries/Benefits	3.5%	3.5%		86,824	290,672	377,496	89,863	300,845	390,708	93,008	311,375	404,383
Administrative Rent-Free Unit	3.5%	3.5%		3,661	12,256	15,916	3,789	12,685	16,473	3,922	13,129	17,050
Sub-total Salaries/Benefits				213,102	713,429	926,532	220,561	738,399	958,960	228,280	764,243	992,524
Administration												
Advertising and Marketing	3.5%	3.5%		770	2,577	3,347	797	2,668	3,464	825	2,761	3,586
Office Expenses	3.5%	3.5%		10,701	35,825	46,526	11,076	37,079	48,154	11,463	38,377	49,840
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,221	4,086	5,307	1,263	4,229	5,492	1,307	4,377	5,685
Audit Expense	3.5%	3.5%		6,847	22,921	29,768	7,086	23,723	30,810	7,334	24,554	31,888
Bookkeeping/Accounting Services	3.5%	3.5%		5,640	18,883	24,524	5,838	19,544	25,382	6,042	20,228	26,270
Bad Debts	3.5%	3.5%		1,090	3,650	4,740	1,128	3,778	4,906	1,168	3,910	5,078
Miscellaneous	3.5%	3.5%		5,635	18,865	24,500	5,832	19,526	25,358	6,036	20,209	26,245
Sub-total Administration Expenses				31,904	106,808	138,712	33,020	110,546	143,567	34,176	114,415	148,591
Utilities												
Electricity	3.5%	3.5%		37,885	126,834	164,719	39,211	131,273	170,484	40,584	135,867	176,451
Water	3.5%	3.5%		26,528	88,813	115,341	27,457	91,921	119,378	28,418	95,138	123,556
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		37,722	126,287	164,010	39,043	130,708	169,750	40,409	135,282	175,691
Sub-total Utilities				102,136	341,934	444,070	105,711	353,901	459,612	109,411	366,288	475,699
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		2,827	9,465	12,293	2,926	9,797	12,723	3,029	10,139	13,168
Payroll Taxes	3.5%	3.5%		15,441	51,693	67,133	15,981	53,502	69,483	16,540	55,374	71,915
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		3,560	11,917	15,476	3,684	12,334	16,018	3,813	12,766	16,579
Sub-total Taxes and Licenses				21,828	73,075	94,902	22,591	75,632	98,224	23,382	78,279	101,662
Insurance												
Property and Liability Insurance	3.5%	3.5%		60,790	203,514	264,303	62,917	210,637	273,554	65,120	218,009	283,128
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		6,540	21,893	28,433	6,768	22,659	29,428	7,005	23,453	30,458
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				67,329	225,407	292,736	69,686	233,296	302,982	72,125	241,461	313,586
Maintenance & Repair												
Payroll	3.5%	3.5%		54,169	181,348	235,517	56,065	187,695	243,760	58,027	194,264	252,291
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		115,591	386,980	502,571	119,637	400,524	520,161	123,824	414,542	538,367
Garbage and Trash Removal	3.5%	3.5%		19,276	64,531	83,807	19,950	66,790	86,740	20,649	69,128	89,776
Security Payroll/Contract	3.5%	3.5%		3,424	11,463	14,888	3,544	11,865	15,409	3,668	12,280	15,948
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				192,460	644,322	836,782	199,196	666,874	866,070	206,168	690,214	896,382
Supportive Services	3.5%	3.5%		-	272,188	272,188	-	281,714	281,714	-	291,574	291,574
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				675,800	2,534,650	3,210,451	699,420	2,623,251	3,322,671	723,865	2,714,950	3,438,816
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				699,950	2,615,500	3,315,451	723,570	2,704,101	3,427,671	748,015	2,795,800	3,543,816
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				36,851	142,581	179,432	36,851	140,477	177,328	36,851	138,140	174,991
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)				-	19,211	19,211	-	17,107	17,107	-	14,770	14,770
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				-	19,211	19,211	-	17,107	17,107	-	14,770	14,770
USES OF CASH FLOW BELOW (This row also shows DSCR.)			*DSCR:*			1.12			1.107			1.092
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL												
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-		-	-	
Other Payments				-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				-	19,211	19,211	-	17,107	17,107	-	14,770	14,770
Does Project have a MOHCD Residual Receipt Obligation?		Yes										
Will Project Defer Developer Fee?		No										
Residual Receipts split for all years. - Lender/Owner		67% / 33%										
		Dist. Soft Debt Loans				-			-			-
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due		100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			12,807			11,405			9,847
Proposed MOHCD Residual Receipts Amount to Loan Repayment						12,807			11,405			9,847
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due		0.00%	No HCD Financing			-			-			-
Lender 4 Residual Receipts Due		0.00%				-			-			-
Lender 5 Residual Receipts Due		0.00%				-			-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-			-
REMAINDER (Should be zero unless there are distributions below)						6,404			5,702			4,923
Owner Distributions/Incentive Management Fee						6,404			5,702			4,923
Other Distributions/Uses												
Final Balance (should be zero)						-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance						525,000			612,500			700,000
Replacement Reserve Deposits						87,500			87,500			87,500
Replacement Reserve Withdrawals (ideally tied to CNA)						-			-			-
Replacement Reserve Interest												
RR Running Balance						612,500			700,000			787,500
			RR Balance/Unit			$3,500			$4,000			$4,500
OPERATING RESERVE - RUNNING BALANCE												
Operating Reserve Starting Balance						-			-			-
Operating Reserve Deposits						-			-			-
Operating Reserve Withdrawals												
Operating Reserve Interest												
OR Running Balance						-			-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service			0.0%			0.0%			0.0%
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE												
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						-			-			-
Other Reserve 2 Withdrawals												
Other Reserve 2 Interest												
Other Required Reserve 2 Running Balance						-			-			-

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	LOSP Units	Non-LOSP Units										
Total # Units: 175	40	135		Year 10			Year 11			Year 12		
	23.00%	77.00%		2039			2040			2041		
INCOME	% annual 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	1.0%	2.5%		131,242	1,791,259	1,922,501	132,555	1,836,041	1,968,595	133,880	1,881,942	2,015,822
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	1,384,979	1,384,979	-	1,440,378	1,440,378	-	1,497,993	1,497,993
Residential - LOSP Tenant Assistance Payments	n/a	n/a		682,846		682,846	707,717		707,717	733,490		733,490
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		2,640	8,839	11,480	2,706	9,060	11,767	2,774	9,287	12,061
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-		-	-	
Gross Potential Income				816,728	3,185,078	4,001,806	842,978	3,285,479	4,128,458	870,144	3,389,222	4,259,366
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,562)	(89,563)	(96,125)	(6,628)	(91,802)	(98,430)	(6,694)	(94,097)	(100,791)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(69,249)	(69,249)	-	(72,019)	(72,019)	-	(74,900)	(74,900)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				810,166	3,026,266	3,836,432	836,351	3,121,658	3,958,009	863,450	3,220,225	4,083,675
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	44,763	149,859	194,622	46,330	155,104	201,434	47,951	160,532	208,484
Asset Management Fee	3.0%	3.0%	per MOHCD policy	7,286	24,394	31,680	7,505	25,125	32,630	7,730	25,879	33,609
Sub-total Management Expenses				52,049	174,252	226,302	53,835	180,229	234,064	55,681	186,412	242,093
Salaries/Benefits												
Office Salaries	3.5%	3.5%		63,780	213,524	277,303	66,012	220,997	287,009	68,322	228,732	297,054
Manager's Salary	3.5%	3.5%		24,124	80,764	104,889	24,969	83,591	108,560	25,843	86,517	112,359
Health Insurance and Other Benefits	3.5%	3.5%		48,044	160,843	208,887	49,726	166,473	216,198	51,466	172,299	223,765
Other Salaries/Benefits	3.5%	3.5%		96,263	322,273	418,536	99,633	333,552	433,185	103,120	345,227	448,346
Administrative Rent-Free Unit	3.5%	3.5%		4,059	13,588	17,647	4,201	14,064	18,264	4,348	14,556	18,904
Sub-total Salaries/Benefits				236,270	790,992	1,027,262	244,540	818,677	1,063,216	253,099	847,330	1,100,429
Administration												
Advertising and Marketing	3.5%	3.5%		854	2,858	3,711	883	2,958	3,841	914	3,061	3,975
Office Expenses	3.5%	3.5%		11,864	39,720	51,584	12,280	41,110	53,390	12,709	42,549	55,258
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,353	4,530	5,884	1,401	4,689	6,090	1,450	4,853	6,303
Audit Expense	3.5%	3.5%		7,591	25,413	33,004	7,857	26,302	34,159	8,132	27,223	35,355
Bookkeeping/Accounting Services	3.5%	3.5%		6,254	20,936	27,190	6,473	21,669	28,141	6,699	22,427	29,126
Bad Debts	3.5%	3.5%		1,209	4,047	5,255	1,251	4,188	5,439	1,295	4,335	5,630
Miscellaneous	3.5%	3.5%		6,248	20,916	27,164	6,466	21,648	28,115	6,693	22,406	29,099
Sub-total Administration Expenses				35,372	118,420	153,792	36,610	122,565	159,175	37,892	126,854	164,746
Utilities												
Electricity	3.5%	3.5%		42,004	140,623	182,627	43,474	145,544	189,019	44,996	150,639	195,634
Water	3.5%	3.5%		29,413	98,468	127,881	30,442	101,914	132,356	31,507	105,481	136,989
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		41,823	140,017	181,840	43,287	144,918	188,205	44,802	149,990	194,792
Sub-total Utilities				113,240	379,108	492,348	117,203	392,377	509,580	121,306	406,110	527,416
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		3,135	10,494	13,629	3,244	10,862	14,106	3,358	11,242	14,600
Payroll Taxes	3.5%	3.5%		17,119	57,313	74,432	17,719	59,319	77,037	18,339	61,395	79,733
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		3,947	13,212	17,159	4,085	13,675	17,759	4,228	14,153	18,381
Sub-total Taxes and Licenses				24,201	81,019	105,220	25,048	83,855	108,902	25,924	86,790	112,714
Insurance												
Property and Liability Insurance	3.5%	3.5%		67,399	225,639	293,038	69,758	233,537	303,294	72,199	241,710	313,910
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		7,250	24,273	31,524	7,504	25,123	32,627	7,767	26,002	33,769
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				74,649	249,913	324,562	77,262	258,659	335,921	79,966	267,713	347,679
Maintenance & Repair												
Payroll	3.5%	3.5%		60,058	201,064	261,122	62,160	208,101	270,261	64,336	215,384	279,720
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		128,158	429,051	557,210	132,644	444,068	576,712	137,286	459,611	596,897
Garbage and Trash Removal	3.5%	3.5%		21,371	71,547	92,918	22,119	74,051	96,170	22,893	76,643	99,536
Security Payroll/Contract	3.5%	3.5%		3,796	12,710	16,506	3,929	13,154	17,084	4,067	13,615	17,682
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				213,384	714,372	927,756	220,852	739,375	960,227	228,582	765,253	993,835
Supportive Services	3.5%	3.5%		-	301,780	301,780	-	312,342	312,342	-	323,274	323,274
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				749,165	2,809,855	3,559,020	775,350	2,908,078	3,683,428	802,449	3,009,735	3,812,185
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				773,315	2,890,705	3,664,020	799,500	2,988,928	3,788,428	826,599	3,090,585	3,917,185
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				36,851	135,561	172,411	36,851	132,730	169,581	36,851	129,640	166,491
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)				-	12,190	12,190	-	9,360	9,360	-	6,270	6,270
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				-	12,190	12,190	-	9,360	9,360	-	6,270	6,270
USES OF CASH FLOW BELOW (This row also shows DSCR.)			*DSCR:*			1.076			1.058			1.039
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL												
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-		-	-	
Other Payments				-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				-	12,190	12,190	-	9,360	9,360	-	6,270	6,270
Does Project have a MOHCD Residual Receipt Obligation?		*Yes*										
Will Project Defer Developer Fee?		*No*										
Residual Receipts split for all years. - Lender/Owner		*67% / 33%*										
		Dist. Soft Debt Loans				-			-			-
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due		*100.00%*	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			8,127			6,240			4,180
Proposed MOHCD Residual Receipts Amount to Loan Repayment						8,127			6,240			4,180
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due		0.00%	No HCD Financing			-			-			-
Lender 4 Residual Receipts Due		0.00%				-			-			-
Lender 5 Residual Receipts Due		0.00%				-			-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-			-
REMAINDER (Should be zero unless there are distributions below)						4,063			3,120			2,090
Owner Distributions/Incentive Management Fee						4,063			3,120			2,090
Other Distributions/Uses												
Final Balance (should be zero)						-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance						787,500			875,000			962,500
Replacement Reserve Deposits						87,500			87,500			87,500
Replacement Reserve Withdrawals (ideally tied to CNA)						-			-			-
Replacement Reserve Interest												
RR Running Balance						875,000			962,500			1,050,000
			RR Balance/Unit			*$5,000*			*$5,500*			*$6,000*
OPERATING RESERVE - RUNNING BALANCE												
Operating Reserve Starting Balance						-			-			-
Operating Reserve Deposits						-			-			-
Operating Reserve Withdrawals												
Operating Reserve Interest												
OR Running Balance						-			-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service			*0.0%*			*0.0%*			*0.0%*
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE												
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						-			-			-
Other Reserve 2 Withdrawals												
Other Reserve 2 Interest												
Other Required Reserve 2 Running Balance						-			-			-

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	LOSP Units	Non-LOSP Units
Total # Units:		
175	40	135
	23.00%	77.00%

INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	Year 13 2042 LOSP	Year 13 2042 non-LOSP	Year 13 2042 Total	Year 14 2043 LOSP	Year 14 2043 non-LOSP	Year 14 2043 Total	Year 15 2044 LOSP	Year 15 2044 non-LOSP	Year 15 2044 Total
Residential - Tenant Rents	1.0%	2.5%		135,219	1,928,990	2,064,209	136,571	1,977,215	2,113,786	137,937	2,026,645	2,164,582
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	1,557,913	1,557,913	-	1,620,230	1,620,230	-	1,685,039	1,685,039
Residential - LOSP Tenant Assistance Payments	n/a	n/a		760,196		760,196	787,868		787,868	816,540		816,540
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		2,843	9,519	12,362	2,914	9,757	12,671	2,987	10,001	12,988
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-		-	-	
Gross Potential Income				898,258	3,496,422	4,394,681	927,354	3,607,202	4,534,555	957,464	3,721,685	4,679,149
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,761)	(96,450)	(103,210)	(6,829)	(98,861)	(105,689)	(6,897)	(101,332)	(108,229)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(77,896)	(77,896)	-	(81,011)	(81,011)	-	(84,252)	(84,252)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				891,497	3,322,077	4,213,575	920,525	3,427,329	4,347,854	950,567	3,536,101	4,486,668
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	49,630	166,151	215,781	51,367	171,966	223,333	53,164	177,985	231,150
Asset Management Fee	3.0%	3.0%	per MOHCD policy	7,962	26,655	34,617	8,201	27,455	35,656	8,447	28,279	36,726
Sub-total Management Expenses				57,592	192,807	250,398	59,567	199,421	258,989	61,611	206,264	267,875
Salaries/Benefits												
Office Salaries	3.5%	3.5%		70,714	236,737	307,451	73,189	245,023	318,212	75,750	253,599	329,349
Manager's Salary	3.5%	3.5%		26,747	89,545	116,292	27,683	92,679	120,362	28,652	95,923	124,575
Health Insurance and Other Benefits	3.5%	3.5%		53,267	178,330	231,597	55,132	184,571	239,703	57,061	191,031	248,092
Other Salaries/Benefits	3.5%	3.5%		106,729	357,310	464,039	110,464	369,816	480,280	114,331	382,759	497,090
Administrative Rent-Free Unit	3.5%	3.5%		4,500	15,065	19,565	4,658	15,593	20,250	4,821	16,138	20,959
Sub-total Salaries/Benefits				261,957	876,987	1,138,944	271,126	907,681	1,178,807	280,615	939,450	1,220,065
Administration												
Advertising and Marketing	3.5%	3.5%		946	3,168	4,115	979	3,279	4,259	1,014	3,394	4,408
Office Expenses	3.5%	3.5%		13,154	44,038	57,192	13,615	45,580	59,194	14,091	47,175	61,266
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,500	5,023	6,523	1,553	5,199	6,752	1,607	5,381	6,988
Audit Expense	3.5%	3.5%		8,416	28,176	36,592	8,711	29,162	37,873	9,016	30,183	39,198
Bookkeeping/Accounting Services	3.5%	3.5%		6,934	23,212	30,146	7,176	24,025	31,201	7,427	24,866	32,293
Bad Debts	3.5%	3.5%		1,340	4,487	5,827	1,387	4,644	6,031	1,436	4,806	6,242
Miscellaneous	3.5%	3.5%		6,927	23,190	30,117	7,169	24,002	31,171	7,420	24,842	32,262
Sub-total Administration Expenses				39,218	131,294	170,512	40,590	135,890	176,480	42,011	140,646	182,657
Utilities												
Electricity	3.5%	3.5%		46,571	155,911	202,482	48,201	161,368	209,569	49,888	167,016	216,903
Water	3.5%	3.5%		32,610	109,173	141,784	33,752	112,994	146,746	34,933	116,949	151,882
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		46,370	155,240	201,610	47,993	160,673	208,666	49,673	166,296	215,969
Sub-total Utilities				125,551	420,324	545,875	129,946	435,035	564,981	134,494	450,261	584,755
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		3,475	11,635	15,111	3,597	12,042	15,640	3,723	12,464	16,187
Payroll Taxes	3.5%	3.5%		18,981	63,543	82,524	19,645	65,767	85,412	20,332	68,069	88,402
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		4,376	14,649	19,024	4,529	15,161	19,690	4,687	15,692	20,379
Sub-total Taxes and Licenses				26,832	89,827	116,659	27,771	92,971	120,742	28,743	96,225	124,968
Insurance												
Property and Liability Insurance	3.5%	3.5%		74,726	250,170	324,896	77,342	258,926	336,268	80,049	267,989	348,037
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		8,039	26,912	34,951	8,320	27,854	36,174	8,611	28,829	37,440
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				82,765	277,082	359,847	85,662	286,780	372,442	88,660	296,818	385,478
Maintenance & Repair												
Payroll	3.5%	3.5%		66,587	222,923	289,510	68,918	230,725	299,643	71,330	238,801	310,131
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		142,091	475,697	617,788	147,065	492,346	639,411	152,212	509,579	661,790
Garbage and Trash Removal	3.5%	3.5%		23,695	79,325	103,020	24,524	82,102	106,626	25,382	84,975	110,358
Security Payroll/Contract	3.5%	3.5%		4,209	14,091	18,301	4,356	14,585	18,941	4,509	15,095	19,604
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				236,582	792,037	1,028,619	244,863	819,758	1,064,621	253,433	848,450	1,101,883
Supportive Services	3.5%	3.5%		-	334,588	334,588	-	346,299	346,299	-	358,419	358,419
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				830,497	3,114,946	3,945,443	859,524	3,223,836	4,083,360	889,566	3,336,533	4,226,100
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				854,647	3,195,796	4,050,443	883,674	3,304,686	4,188,360	913,716	3,417,383	4,331,100
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				36,851	126,281	163,132	36,851	122,643	159,494	36,851	118,718	155,568
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)				-	2,911	2,911	-	(727)	(727)	-	(4,653)	(4,653)
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				-	2,911	2,911	-	(727)	(727)	-	(4,653)	(4,653)
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:			1.018			0.995			0.971
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL												
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-		-	-	
Other Payments				-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				-	2,911	2,911	-	(727)	(727)	-	(4,653)	(4,653)

Does Project have a MOHCD Residual Receipt Obligation?	Yes	
Will Project Defer Developer Fee?	No	
Residual Receipts split for all years. - Lender/Owner	67% / 33%	

	Dist. Soft Debt Loans	Comments	Year 13 Total	Year 14 Total	Year 15 Total
MOHCD RESIDUAL RECEIPTS DEBT SERVICE			-	-	-
MOHCD Residual Receipts Amount Due	100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy	1,940	-	-
Proposed MOHCD Residual Receipts Amount to Loan Repayment			1,940	-	-
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease		Proposed Total MOHCD Amt Due less Loan Repayment	-	-	-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE					
HCD Residual Receipts Amount Due	0.00%	No HCD Financing	-	-	-
Lender 4 Residual Receipts Due	0.00%		-	-	-
Lender 5 Residual Receipts Due	0.00%		-	-	-
Total Non-MOHCD Residual Receipts Debt Service			-	-	-
REMAINDER (Should be zero unless there are distributions below)			970	-	-
Owner Distributions/Incentive Management Fee			970	-	-
Other Distributions/Uses					
Final Balance (should be zero)			-	-	-
REPLACEMENT RESERVE - RUNNING BALANCE					
Replacement Reserve Starting Balance			1,050,000	1,137,500	1,225,000
Replacement Reserve Deposits			87,500	87,500	87,500
Replacement Reserve Withdrawals (ideally tied to CNA)			-	-	-
Replacement Reserve Interest					
RR Running Balance			1,137,500	1,225,000	1,312,500
		RR Balance/Unit	$6,500	$7,000	$7,500
OPERATING RESERVE - RUNNING BALANCE					
Operating Reserve Starting Balance			-	-	-
Operating Reserve Deposits			-	-	-
Operating Reserve Withdrawals					
Operating Reserve Interest					
OR Running Balance			-	-	-
		OR Balance as a % of Prior Yr Op Exps + Debt Service	0.0%	0.0%	0.0%
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE					
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			-	-	-
Other Reserve 2 Withdrawals					
Other Reserve 2 Interest					
Other Required Reserve 2 Running Balance			-	-	-

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	LOSP Units	Non-LOSP Units										
Total # Units: 175	40	135		Year 16 2045			Year 17 2046			Year 18 2047		
	23.00%	77.00%										
INCOME	% annual 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	1.0%	2.5%		139,316	2,077,311	2,216,628	140,709	2,129,244	2,269,954	142,117	2,182,475	2,324,592
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	1,752,440	1,752,440	-	1,822,538	1,822,538	-	1,895,440	1,895,440
Residential - LOSP Tenant Assistance Payments	n/a	n/a		846,247		846,247	877,027		877,027	908,916		908,916
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		3,062	10,251	13,313	3,138	10,507	13,646	3,217	10,770	13,987
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-		-	-	
Gross Potential Income				988,626	3,840,003	4,828,628	1,020,875	3,962,289	4,983,164	1,054,250	4,088,685	5,142,935
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(6,966)	(103,866)	(110,831)	(7,035)	(106,462)	(113,498)	(7,106)	(109,124)	(116,230)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(87,622)	(87,622)	-	(91,127)	(91,127)	-	(94,772)	(94,772)
Vacancy Loss - Commercial	n/a	n/a				-			-			-
EFFECTIVE GROSS INCOME				981,660	3,648,515	4,630,175	1,013,839	3,764,700	4,778,540	1,047,144	3,884,789	4,931,933
OPERATING EXPENSES												
Management												
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	55,025	184,215	239,240	56,951	190,662	247,613	58,944	197,335	256,280
Asset Management Fee	3.0%	3.0%	per MOHCD policy	8,700	29,127	37,827	8,961	30,001	38,962	9,230	30,901	40,131
Sub-total Management Expenses				63,725	213,342	277,067	65,912	220,663	286,575	68,174	228,236	296,411
Salaries/Benefits												
Office Salaries	3.5%	3.5%		78,402	262,475	340,877	81,146	271,662	352,807	83,986	281,170	365,155
Manager's Salary	3.5%	3.5%		29,655	99,280	128,935	30,693	102,755	133,448	31,767	106,351	138,118
Health Insurance and Other Benefits	3.5%	3.5%		59,058	197,717	256,776	61,125	204,637	265,763	63,265	211,800	275,065
Other Salaries/Benefits	3.5%	3.5%		118,332	396,156	514,488	122,474	410,021	532,495	126,760	424,372	551,132
Administrative Rent-Free Unit	3.5%	3.5%		4,989	16,703	21,692	5,164	17,288	22,452	5,345	17,893	23,237
Sub-total Salaries/Benefits				290,436	972,331	1,262,767	300,602	1,006,362	1,306,964	311,123	1,041,585	1,352,708
Administration												
Advertising and Marketing	3.5%	3.5%		1,049	3,513	4,562	1,086	3,636	4,722	1,124	3,763	4,887
Office Expenses	3.5%	3.5%		14,584	48,826	63,410	15,095	50,535	65,630	15,623	52,304	67,927
Office Rent	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,663	5,569	7,232	1,722	5,764	7,486	1,782	5,966	7,748
Audit Expense	3.5%	3.5%		9,331	31,239	40,570	9,658	32,332	41,990	9,996	33,464	43,460
Bookkeeping/Accounting Services	3.5%	3.5%		7,687	25,736	33,423	7,956	26,637	34,593	8,235	27,569	35,804
Bad Debts	3.5%	3.5%		1,486	4,974	6,460	1,538	5,148	6,686	1,592	5,329	6,920
Miscellaneous	3.5%	3.5%		7,680	25,711	33,391	7,949	26,611	34,560	8,227	27,543	35,770
Sub-total Administration Expenses				43,481	145,568	189,050	45,003	150,663	195,666	46,578	155,936	202,515
Utilities												
Electricity	3.5%	3.5%		51,634	172,861	224,495	53,441	178,911	232,352	55,311	185,173	240,485
Water	3.5%	3.5%		36,156	121,042	157,198	37,421	125,279	162,700	38,731	129,664	168,394
Gas	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sewer	3.5%	3.5%		51,412	172,117	223,528	53,211	178,141	231,352	55,073	184,376	239,449
Sub-total Utilities				139,201	466,021	605,221	144,073	482,331	626,404	149,116	499,213	648,328
Taxes and Licenses												
Real Estate Taxes	3.5%	3.5%		3,853	12,900	16,753	3,988	13,352	17,340	4,128	13,819	17,947
Payroll Taxes	3.5%	3.5%		21,044	70,452	91,496	21,781	72,918	94,698	22,543	75,470	98,013
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		4,851	16,241	21,093	5,021	16,810	21,831	5,197	17,398	22,595
Sub-total Taxes and Licenses				29,749	99,593	129,342	30,790	103,079	133,869	31,867	106,687	138,554
Insurance												
Property and Liability Insurance	3.5%	3.5%		82,850	277,368	360,218	85,750	287,076	372,826	88,751	297,124	385,875
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		8,913	29,838	38,751	9,225	30,882	40,107	9,547	31,963	41,511
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Insurance				91,763	307,206	398,969	94,975	317,959	412,933	98,299	329,087	427,386
Maintenance & Repair												
Payroll	3.5%	3.5%		73,827	247,159	320,985	76,411	255,809	332,220	79,085	264,762	343,847
Supplies	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Contracts	3.5%	3.5%		157,539	527,414	684,953	163,053	545,873	708,926	168,760	564,979	733,739
Garbage and Trash Removal	3.5%	3.5%		26,271	87,950	114,220	27,190	91,028	118,218	28,142	94,214	122,356
Security Payroll/Contract	3.5%	3.5%		4,667	15,623	20,290	4,830	16,170	21,000	4,999	16,736	21,735
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				262,303	878,145	1,140,448	271,484	908,880	1,180,364	280,986	940,691	1,221,677
Supportive Services	3.5%	3.5%		-	370,964	370,964	-	383,948	383,948	-	397,386	397,386
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL OPERATING EXPENSES				920,659	3,453,171	4,373,830	952,839	3,573,886	4,526,724	986,143	3,698,822	4,684,965
PUPA (w/o Reserves/GL Base Rent/Bond Fees)												
Reserves/Ground Lease Base Rent/Bond Fees												
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				24,150	80,850	105,000	24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				944,809	3,534,021	4,478,830	976,989	3,654,736	4,631,724	1,010,293	3,779,672	4,789,965
PUPA (w/ Reserves/GL Base Rent/Bond Fees)												
NET OPERATING INCOME (INCOME minus OP EXPENSES)				36,851	114,495	151,345	36,851	109,964	146,815	36,851	105,117	141,968
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)												
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-			-
TOTAL HARD DEBT SERVICE				36,851	123,370	160,221	36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)				-	(8,876)	(8,876)	0	(13,406)	(13,406)	0	(18,253)	(18,253)
Commercial Only Cash Flow						-			-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-		-	-	
AVAILABLE CASH FLOW				-	(8,876)	(8,876)	0	(13,406)	(13,406)	0	(18,253)	(18,253)
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:			0.945			0.916			0.886
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL												
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-		-	-	
Other Payments				-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				-	(8,876)	(8,876)	0	(13,406)	(13,406)	0	(18,253)	(18,253)
Does Project have a MOHCD Residual Receipt Obligation?		Yes										
Will Project Defer Developer Fee?		No										
Residual Receipts split for all years. - Lender/Owner		67% / 33%										
		Dist. Soft Debt Loans										
MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
MOHCD Residual Receipts Amount Due		100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			-			-			-
Proposed MOHCD Residual Receipts Amount to Loan Repayment						-			-			-
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE												
HCD Residual Receipts Amount Due		0.00%	No HCD Financing			-			-			-
Lender 4 Residual Receipts Due		0.00%				-			-			-
Lender 5 Residual Receipts Due		0.00%				-			-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-			-
REMAINDER (Should be zero unless there are distributions below)						-			-			-
Owner Distributions/Incentive Management Fee						-			-			-
Other Distributions/Uses						-			-			-
Final Balance (should be zero)						-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE												
Replacement Reserve Starting Balance						1,312,500			1,400,000			1,487,500
Replacement Reserve Deposits						87,500			87,500			87,500
Replacement Reserve Withdrawals (ideally tied to CNA)						-			-			-
Replacement Reserve Interest												
RR Running Balance						1,400,000			1,487,500			1,575,000
			RR Balance/Unit			$8,000			$8,500			$9,000
OPERATING RESERVE - RUNNING BALANCE												
Operating Reserve Starting Balance						-			-			-
Operating Reserve Deposits						-			-			-
Operating Reserve Withdrawals												
Operating Reserve Interest												
OR Running Balance						-			-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service			0.0%			0.0%			0.0%
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE												
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						-			-			-
Other Reserve 2 Withdrawals												
Other Reserve 2 Interest												
Other Required Reserve 2 Running Balance						-			-			-

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	LOSP Units	Non-LOSP Units
Total # Units: 175	*40*	*135*
	23.00%	*77.00%*

INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	Year 19 2048 LOSP	Year 19 2048 non-LOSP	Year 19 2048 Total	Year 20 2049 LOSP	Year 20 2049 non-LOSP	Year 20 2049 Total
Residential - Tenant Rents	1.0%	2.5%		143,538	2,237,037	2,380,575	144,973	2,292,963	2,437,936
Residential - Tenant Assistance Payments (Non-LOSP)	n/a	4.0%	SOS	-	1,971,257	1,971,257	-	2,050,108	2,050,108
Residential - LOSP Tenant Assistance Payments	n/a	n/a		941,955		941,955	976,183		976,183
Commercial Space	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-
Residential Parking	2.5%	2.5%		-	-	-	-	-	-
Miscellaneous Rent Income	2.5%	2.5%		-	-	-	-	-	-
Supportive Services Income	2.5%	2.5%		-	-	-	-	-	-
Interest Income - Project Operations	2.5%	2.5%		-	-	-	-	-	-
Laundry and Vending	2.5%	2.5%		3,297	11,039	14,336	3,380	11,315	14,695
Tenant Charges	2.5%	2.5%		-	-	-	-	-	-
Miscellaneous Residential Income	2.5%	2.5%		-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-	-		-	-	
Gross Potential Income				1,088,790	4,219,333	5,308,123	1,124,535	4,354,386	5,478,921
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(7,177)	(111,852)	(119,029)	(7,249)	(114,648)	(121,897)
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	n/a		-	(98,563)	(98,563)	-	(102,505)	(102,505)
Vacancy Loss - Commercial	n/a	n/a				-			-
EFFECTIVE GROSS INCOME				1,081,613	4,008,919	5,090,532	1,117,287	4,137,232	5,254,519
OPERATING EXPENSES									
Management									
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	61,007	204,242	265,249	63,143	211,391	274,533
Asset Management Fee	3.0%	3.0%	per MOHCD policy	9,507	31,828	41,335	9,792	32,783	42,575
Sub-total Management Expenses				70,514	236,070	306,585	72,935	244,173	317,108
Salaries/Benefits									
Office Salaries	3.5%	3.5%		86,925	291,011	377,936	89,968	301,196	391,164
Manager's Salary	3.5%	3.5%		32,879	110,073	142,952	34,030	113,926	147,956
Health Insurance and Other Benefits	3.5%	3.5%		65,479	219,213	284,692	67,771	226,885	294,656
Other Salaries/Benefits	3.5%	3.5%		131,197	439,225	570,422	135,789	454,598	590,387
Administrative Rent-Free Unit	3.5%	3.5%		5,532	18,519	24,051	5,725	19,167	24,893
Sub-total Salaries/Benefits				322,012	1,078,041	1,400,053	333,283	1,115,772	1,449,055
Administration									
Advertising and Marketing	3.5%	3.5%		1,163	3,895	5,058	1,204	4,031	5,235
Office Expenses	3.5%	3.5%		16,170	54,134	70,304	16,736	56,029	72,765
Office Rent	3.5%	3.5%		-	-	-	-	-	-
Legal Expense - Property	3.5%	3.5%		1,844	6,174	8,019	1,909	6,391	8,299
Audit Expense	3.5%	3.5%		10,346	34,635	44,981	10,708	35,848	46,555
Bookkeeping/Accounting Services	3.5%	3.5%		8,523	28,534	37,057	8,821	29,533	38,354
Bad Debts	3.5%	3.5%		1,647	5,515	7,162	1,705	5,708	7,413
Miscellaneous	3.5%	3.5%		8,515	28,507	37,022	8,813	29,504	38,317
Sub-total Administration Expenses				48,209	161,394	209,603	49,896	167,043	216,939
Utilities									
Electricity	3.5%	3.5%		57,247	191,654	248,902	59,251	198,362	257,613
Water	3.5%	3.5%		40,086	134,202	174,288	41,489	138,899	180,388
Gas	3.5%	3.5%		-	-	-	-	-	-
Sewer	3.5%	3.5%		57,001	190,829	247,830	58,996	197,508	256,504
Sub-total Utilities				154,335	516,685	671,020	159,736	534,769	694,506
Taxes and Licenses									
Real Estate Taxes	3.5%	3.5%		4,272	14,303	18,575	4,422	14,803	19,225
Payroll Taxes	3.5%	3.5%		23,332	78,111	101,443	24,149	80,845	104,994
Miscellaneous Taxes, Licenses and Permits	3.5%	3.5%		5,379	18,007	23,386	5,567	18,637	24,204
Sub-total Taxes and Licenses				32,983	110,421	143,404	34,137	114,286	148,423
Insurance									
Property and Liability Insurance	3.5%	3.5%		91,858	307,523	399,381	95,073	318,286	413,359
Fidelity Bond Insurance	3.5%	3.5%		-	-	-	-	-	-
Worker's Compensation	3.5%	3.5%		9,882	33,082	42,964	10,228	34,240	44,467
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-
Sub-total Insurance				101,739	340,605	442,344	105,300	352,526	457,826
Maintenance & Repair									
Payroll	3.5%	3.5%		81,853	274,029	355,882	84,718	283,620	368,338
Supplies	3.5%	3.5%		-	-	-	-	-	-
Contracts	3.5%	3.5%		174,667	584,753	759,420	180,780	605,219	785,999
Garbage and Trash Removal	3.5%	3.5%		29,127	97,511	126,638	30,146	100,924	131,070
Security Payroll/Contract	3.5%	3.5%		5,174	17,322	22,496	5,355	17,928	23,283
HVAC Repairs and Maintenance	3.5%	3.5%		-	-	-	-	-	-
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		-	-	-	-	-	-
Miscellaneous Operating and Maintenance Expenses	3.5%	3.5%		-	-	-	-	-	-
Sub-total Maintenance & Repair Expenses				290,820	973,615	1,264,436	300,999	1,007,692	1,308,691
Supportive Services	3.5%	3.5%		-	411,295	411,295	-	425,690	425,690
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-
TOTAL OPERATING EXPENSES				1,020,612	3,828,126	4,848,738	1,056,286	3,961,951	5,018,237
PUPA (w/o Reserves/GL Base Rent/Bond Fees)									
Reserves/Ground Lease Base Rent/Bond Fees									
Ground Lease Base Rent				3,450	11,550	15,000	3,450	11,550	15,000
Bond Monitoring Fee				575	1,925	2,500	575	1,925	2,500
Replacement Reserve Deposit				20,125	67,375	87,500	20,125	67,375	87,500
Operating Reserve Deposit				-	-	-	-	-	-
Other Required Reserve 1 Deposit				-	-	-	-	-	-
Other Required Reserve 2 Deposit				-	-	-	-	-	-
Required Reserve Deposit/s, Commercial			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%	-	-	-	-	-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees				24,150	80,850	105,000	24,150	80,850	105,000
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)				1,044,762	3,908,976	4,953,738	1,080,436	4,042,801	5,123,237
PUPA (w/ Reserves/GL Base Rent/Bond Fees)									
NET OPERATING INCOME (INCOME minus OP EXPENSES)				36,851	99,943	136,793	36,851	94,431	131,282
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)									
Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)			Enter comments re: annual increase, etc.	36,851	123,370	160,221	36,851	123,370	160,221
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.	-	-	-	-	-	-
Commercial Hard Debt Service			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 100%			-			-
TOTAL HARD DEBT SERVICE				36,851	123,370	160,221	36,851	123,370	160,221
CASH FLOW (NOI minus DEBT SERVICE)				0	(23,428)	(23,428)	0	(28,939)	(28,939)
Commercial Only Cash Flow						-			-
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				-	-		-	-	
AVAILABLE CASH FLOW				0	(23,428)	(23,428)	0	(28,939)	(28,939)
USES OF CASH FLOW BELOW (This row also shows DSCR.)			*DSCR:*			0.854			0.819
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL									
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.0%	3.0%	per MOHCD policy	-	-		-	-	
Partnership Management Fee (see policy for limits)	3.0%	3.0%	per MOHCD policy	-	-		-	-	
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			per MOHCD policy no annual increase	-	-		-	-	
Other Payments				-	-		-	-	
Non-amortizing Loan Pmnt - Lender 1			Enter comments re: annual increase, etc.	-	-		-	-	
Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc.	-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131)				-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD				-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				0	(23,428)	(23,428)	0	(28,939)	(28,939)
Does Project have a MOHCD Residual Receipt Obligation?		*Yes*							
Will Project Defer Developer Fee?		*No*							
Residual Receipts split for all years. - Lender/Owner		*67% / 33%*							
MOHCD RESIDUAL RECEIPTS DEBT SERVICE		*Dist. Soft Debt Loans*							
MOHCD Residual Receipts Amount Due		*100.00%*	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			-			-
Proposed MOHCD Residual Receipts Amount to Loan Repayment						-			-
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE									
HCD Residual Receipts Amount Due		0.00%	No HCD Financing			-			-
Lender 4 Residual Receipts Due		0.00%				-			-
Lender 5 Residual Receipts Due		0.00%				-			-
Total Non-MOHCD Residual Receipts Debt Service						-			-
REMAINDER (Should be zero unless there are distributions below)						-			-
Owner Distributions/Incentive Management Fee						-			-
Other Distributions/Uses									
Final Balance (should be zero)						-			-
REPLACEMENT RESERVE - RUNNING BALANCE									
Replacement Reserve Starting Balance						1,575,000			1,662,500
Replacement Reserve Deposits						87,500			87,500
Replacement Reserve Withdrawals (ideally tied to CNA)						-			-
Replacement Reserve Interest									
RR Running Balance						1,662,500			1,750,000
			RR Balance/Unit			*$9,500*			*$10,000*
OPERATING RESERVE - RUNNING BALANCE									
Operating Reserve Starting Balance						-			-
Operating Reserve Deposits						-			-
Operating Reserve Withdrawals									
Operating Reserve Interest									
OR Running Balance						-			-
			OR Balance as a % of Prior Yr Op Exps + Debt Service			*0.0%*			*0.0%*
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE									
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						-			-
Other Reserve 2 Withdrawals									
Other Reserve 2 Interest									
Other Required Reserve 2 Running Balance						-			-

Attachment 5

Amended and Restated Secured Promissory Note
(Predevelopment Loan)

See Attached.

AMENDED AND RESTATED
SECURED PROMISSORY NOTE
(2019 General Obligation Bond for Affordable Housing, Housing Trust Fund,
722 Montgomery Donation)
(Predevelopment Loan)

Principal Amount: $4,988,945.00 San Francisco, CA

Date: August 20, 2024

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Maker"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "Holder"), the principal sum of Nine Million Nine Hundred Eight-Eight Thousand Nine Hundred Forty-Five and No/100 Dollars ($4,988,945.00) (the "Funding Amount"), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, together with interest thereon, as provided in this Note.

1. Agreement. This Amended and Restated Secured Promissory Note ("Note") amends, restates, and replaces in its entirety that certain Secured Promissory Note between Maker and Holder dated as of August 10, 2022 ("Original Note"). This Note is given under the terms of a Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of the date set forth above (collectively, the "Agreement"), which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by the pledge of Work Product contained in the Agreement and, if Maker (or its affiliate) acquires Control of the Site, by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing to be recorded pursuant to the Agreement, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control. Upon execution of this Note, the Original City Note will be cancelled and returned to Maker.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of Three percent (3%) per annum, simple interest, from the date of disbursement of funds by Holder through the date of full payment of all amounts owing under the City Documents, provided, however, that prior to the date Maker acquires Control of the Site, the Director of MOHCD will have the right, in his or her reasonable discretion, to reduce the interest rate to as low as zero percent (0%) upon receipt of adequate documentation supporting the need for such reduction in order to make the Project financially feasible. Interest will be calculated on the basis of actual days elapsed and a 360-day year, which will result in higher interest charges than if a 365-day year were used. As of September 13, 2024, the outstanding interest is $30,601.91.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note

and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount.

4.1 Subject to Section 13.4 of the Agreement, Maker must make annual payments of principal and interest (each, a "Payment") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first June 30th after the end of the calendar year of the Completion Date, and continuing each June 30th thereafter up to and including the Maturity Date, as defined below (each, a "Payment Date"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the later of (a) the Fifty Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty-Fifth (55th) anniversary of the Conversion Date (the "Maturity Date"), provided however that if Maker fails to acquire Control of the Site on or before June 1, 2029 (the "Outside Acquisition Date"), the Maturity Date shall be the Outside Acquisition Date. The City may agree to extend the Outside Acquisition Date in its sole and absolute discretion. Notwithstanding the foregoing, if Maker's failure to acquire Control of the Site by the Outside Acquisition Date is not caused by Maker's acts or omissions, whether direct or indirect, and if Maker has acted in good faith and no event has occurred and is continuing that constitutes an Event of Default or, with the passage of time would become an Event of Default under any of the City Documents, then in such an event, Maker will deliver to City all of the Work Product, the Note will be deemed satisfied in full and Maker will be deemed to be released from all obligation or liability with respect to this Agreement and the Loan. Any Payment Date, including any Excess Proceeds Payment Date and the Maturity Date, that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, Maker must make payments of principal and interest (each, an "Excess Proceeds Payment") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Maker receives Excess Proceeds from its limited partner or other financing sources (the "Excess Proceeds Payment Date"). All Excess Proceeds Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan.

5. Security. Maker's obligations under this Note are secured by the pledge of Work Product and, if Maker (or its affiliate) acquires Control of the Site, by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note shall be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the Loan, *provided, however*, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including Loan Funds and Rents (as defined in the Deed of Trust)), waste or negligent or intentional damage to the collateral for the Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

“MAKER”

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By:__________________________
Malcolm Yeung
Executive Director

Attachment 6

Secured Promissory Note
(Acquisition Loan)

See Attached.

SECURED PROMISSORY NOTE
(CDBG Program and Housing Trust Funds)
(758 Pacific Avenue Acquisition Loan)

Principal Amount: $ 2,178,786.00 San Francisco, CA

Date: August 20, 2024

FOR VALUE RECEIVED, the undersigned, **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Maker"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "Holder"), the principal sum of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars ($2,178,786.00) (the "Funding Amount"), or so much of the Funding Amount as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, as provided in this Note.

1. Agreement. This Secured Promissory Note ("Note") is given under the terms of a Loan Agreement by and between Maker and Holder dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated as of the date set forth above (collectively, the "Agreement"), which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by that certain Deed Of Trust, Assignment Of Rents, Security Agreement And Fixture Filing dated as of the date of this Note, made by Maker for the benefit of Holder. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control.

2. Interest. Except as provided in **Section 3**, no interest will accrue on the Funding Amount.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Funding Amount. The entire principal balance of the Acquisition Amount, together with other unpaid fees and costs incurred (all together, the "Payment"), will be due and payable no later than June 1, 2029 ("Maturity Date"), except as provided in Section 3.1(a) of the Agreement. If the Maturity Date falls on a weekend or holiday, it will be deemed to fall on the next succeeding business day.

5. Security. Maker's obligations under this Note are secured by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note will be permitted without Holder’s prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

[signature follows]

"MAKER"

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By:__________________________
Malcolm Yeung
Executive Director

Attachment 7

Deed of Trust
(Acquisition Loan)

See Attached.

Free Recording Requested Pursuant to
Government Code Section 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

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

DEED OF TRUST, ASSIGNMENT OF RENTS,
<u>SECURITY AGREEMENT AND FIXTURE FILING</u>
(Property Address: 758 Pacific Avenue, San Francisco, CA 94133)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of _____________, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Trustor"), whose address is 615 Grant Avenue, San Francisco, California94108, to **OLD REPUBLIC TITLE COMPANY**, a California Corporation ("Trustee"), whose address is 275 Battery Street, Suite 1500, San Francisco, California, 94111, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Beneficiary"). This Deed of Trust is executed pursuant to a Loan Agreement by and between Trustor and Beneficiary dated as of August 10, 2022, as amended by that certain First Amendment to Loan Agreement dated on or about the date hereof, as it may be further amended from time to time (collectively, the "Agreement"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. <u>Grant in Trust</u>. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "Property"):

(a) that real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), on which Trustor intends to construct up to 175 units of multifamily rental housing development, subject to the San Francisco Planning Department's and MOHCD's feasibility determination, affordable to low-income senior households, including a commercial shell of a banquet hall and/or other compatible uses (the "Commercial Space") which will collectively be known as 772 + 758 Pacific (the "Project"); and

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all Loan funds, whether disbursed or not, and all funds now or in the future on deposit in the Replacement Reserve Account, the Operating Reserve Account and any other account required or authorized for the Project; and

(g) all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("Rents"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

(a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date hereof and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, and the Acquisition Note dated on or about the date hereof, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Note") and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement and the Note in the original principal amount of Two Million One Hundred Seventy-Eight Thousand Seven Hundred Eighty-Six and No/100 Dollars ($2,178,786.00) according to the terms of the Agreement and the Note; and

(c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its s rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: (i) obligation to do so; (ii) notice to or demand upon Trustor; or (iii) releasing Trustor from any obligation hereof, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "Debtor"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "Secured Party"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, “Collateral” means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor’s Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that no financing statement is on file in any public office except as authorized by Secured Party. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 87-3145040 Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Note and the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City Document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose; and (iii) payment of its fees, if any, Trustee shall reconvey the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. The term Beneficiary shall mean the holder of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("Event of Default"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property ("Notice of Default"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("Notice of Sale") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page

"TRUSTOR:"

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By:__________________________
Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A
Legal Description of the Land

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

Beginning at a point on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 5O Vara Block No. 110.
Assessor’s Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

Attachment 8

Declaration of Restrictions and Affordable Housing Covenants
(758 Pacific)

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:
City and County of San Francisco
Mayor's Office of Housing
and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014
Address: 758 Pacific Avenue, San Francisco, CA 94133

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

DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS
(Property Address: 758 Pacific Avenue, San Francisco, CA 94133)

THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING CONVENANTS (this "Declaration") is made as of _______________, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Borrower"), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the "City").

RECITALS

A. The City is making a loan (the "Loan") to Borrower of CDBG and Housing Trust Funds to finance certain costs associated with the development of the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") as low-income affordable housing (the "Project"). The Loan is evidenced by, among other documents, a Loan Agreement between the City and Borrower dated as of August 10, 2022, as amended by that certain First Amendment dated on or about the date hereof, as it may be further amended from time to time (collectively, the "Agreement"). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Borrower has agreed to comply with certain affordability covenants and other use and occupancy restrictions set forth in the Agreement (collectively, the "Regulatory Obligations"), commencing on the date the Acquisition Deed of Trust is recorded in the Official Records of San Francisco County, and continuing for the Life of the Project (the "Compliance Term"), even if the Loan is repaid or otherwise satisfied or the Acquisition Deed of Trust is reconveyed.

AGREEMENT

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

1. Borrower will comply with the Regulatory Obligations and this Declaration through the expiration of the Compliance Term, regardless of any reconveyance of the Acquisition Deed of Trust. Specifically, Borrower agrees as follows, subject to additional terms as set forth in the Agreement:

1.1 With the exception of two Unit reserved for the manager of the Project, Units in the Project will at all times be rented only to tenants who qualify as Qualified Tenants at initial occupancy, specifically:

Unit Size	No. of Units	Maximum Income Level	Rental Subsidy
0 BD – Studio (Plus Housing)	3	50% of Median Income	
0 BD – Studio	20	50% of Median Income	LOSP
0 BD - Studio	40	60% of Median Income	SOS
0 BD - Studio	48	60% of Median Income	
Total 0 BD - Studio	**111**		
1 Bedroom (Plus Housing)	2	50% of Median Income	
1 Bedroom	20	50% of Median Income	LOSP
1 Bedroom	30	60% of Median Income	SOS
1 Bedroom	10	60% of Median Income	
Total 1 Bedroom	**62**		
2 Bedroom	2	Unrestricted Manager's Unit	
Total 2 Bedroom	**2**		

All Units will be rented at all times to tenants who are seniors.

Forty (40) Units will be made available to the chronically homeless or those at risk of homelessness during the period in which the City's Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Seventy (70) Units will be made available to the seniors with a maximum income of 15% and 25% of Median Income during the period in which the City's Senior Operating Subsidy program is available.

If the LOSP and/or SOS is terminated, discontinued, or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City's reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly assisted under the LOSP and/or SOS must at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income and subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

1.2 The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

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

1.4 Notwithstanding anything to the contrary herein, the City acknowledges that the Property currently consists of improvements for commercial and residential use and therefore, accordingly, Borrower may use the Property for interim uses approved by MOHCD prior to the closing of construction financing for the Project. Borrower will ensure that any interim use does not interfere with or delay any due diligence, investigation, or any other predevelopment work necessary for obtaining financing and commencing construction of the Project.

2. Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration and the Agreement. This Declaration and the Regulatory Obligations constitute covenants running with the land and bind successors and assigns of Borrower and any non-borrower owner of the Property and will pass to and be binding upon Borrower's successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof will conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

3. If Borrower fails to (i) comply with the Regulatory Obligations and this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set forth in **Section 19.1(c)** of the Agreement, the City will have the right to pursue any available remedy at equity or in law, including as set forth in **Section 19.2** of the Agreement, to enforce this Declaration. During the Compliance Term, the City may rely on the Acquisition Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights under the City Documents. Borrower will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

[signature follows]

Borrower has executed this Declaration as of the date first written above.

NEW ASIA HOUSING, L.P.,
a California limited partnership

By: New Asia Housing LLC.
a California limited liability
corporation
Its: General Partner

By: Chinatown Community Development
Center, a California nonprofit public
benefit corporation
Its: Sole Member/Manager

By:___________________________
Malcolm Yeung
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

<u>**EXHIBIT A**</u>

(Legal Description of the 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 on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 5O Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

<u>Street Address</u>:
758 Pacific Avenue, San Francisco, CA 94133

Attachment 9

Subordination, Nondisturbance, and Attornment Agreement
for commercial and residential tenants

See Attached.

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

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

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT
758 Pacific Avenue, San Francisco, California 94133
(Commercial Tenant)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("AGREEMENT") is made as of September _____, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Landlord"), **W Y PACIFIC, INC.** ("Tenant") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Lender"). This Agreement is executed pursuant to the City and County of San Francisco Loan Agreement by and between Landlord and Lender dated on or after the date of this Agreement, as it may be amended from time to time (the "Loan Agreement").

RECITALS

A. Landlord and Tenant are parties to a Standard Industrial/Commercial Multi-Tenant Lease - Net dated December 8, 2023 (the "Lease"), covering certain premises identified as a commercial portion of the building located at, (the "Premises") within the improvements located at 758 Pacific Avenue, San Francisco, California 94133 (the "Property"), which is more particularly described in Exhibit A to this Agreement.

B. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records of San Francisco County (the “Official Records”) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property, which will secure a promissory note payable to Lender in the original principal amount of $2,178,786 (as may be amended from time to time, the "Deed of Trust").

C. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records a Declaration of Restrictions (the “Restrictions”). The Restrictions set forth the affordable housing requirements with respect to the Property.

The parties desire to subordinate Tenant's existing and any future leasehold interest in the Premises to the liens of (i) the Deed of Trust, and (ii) the Restrictions (collectively, the “Liens”), and to assure Tenant possession of the Premises for the entire term of the Lease, as it may be extended or renewed (the "Lease Term") even if Lender forecloses the Lien before the Lease terminates.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Subordination. The Lease is and will be subject and subordinate to the Lien and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of all sums secured by the Deed of Trust.

2. Nondisturbance. So long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease (upon the expiration of any cure period, an "Event of Default"), Tenant's possession of the Premises and Tenant's rights and privileges under the Lease will not be diminished or disturbed by Lender during the Lease Term. So long as no Event of Default by Tenant exists under the Lease, and no event exists which with the giving of notice of the passage of time, or both, would constitute an Event of Default by the Tenant under the Lease. Lender will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease in any action of foreclosure or other proceeding brought by Lender to enforce any rights arising under the Lien*, provided, however,* that Lender may join Tenant as a party in an action if joinder is necessary under any statute or law to secure the remedies available to Lender under the Lien, but for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Premises.

3. Attornment. If Landlord's interest in the Property, including Landlord's interest in the Lease, is transferred to and held by Lender or any successor of Lender (in any case, "Acquiring Party") following a foreclosure sale under a private power from the Deed of Trust, or any other deed of trust, deed in lieu of foreclosure, other proceedings brought by Lender or by any other manner, Tenant will be bound to Acquiring Party, and Acquiring Party will be bound to Tenant, according to the terms, covenants and conditions of the Lease for the balance of the Lease Term. Tenant agrees to attorn to Acquiring Party as "Landlord," with the attornment being effective and self-operable immediately upon Acquiring Party's succession to Landlord's interest under the Lease, all without the execution by the parties of any further instruments, *provided, however*, that Tenant will not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with a true copy of the deed or other instrument transferring title to Acquiring Party, with directions as to where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment will be those set forth in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party will be bound to Tenant under all the terms, covenants and conditions of the Lease, except for provisions which are impossible for Acquiring Party to perform, and Tenant will have the same remedies against Acquiring Party for any breach of the Lease by Acquiring Party after Acquiring party becomes Landlord, that Tenant would have had against Landlord; provided, however, that in no event shall Acquiring party be:

(a) liable for any act, omission, default, misrepresentation or breach of warranty of any previous Landlord or obligations occurring prior to Acquiring Party's actual ownership of the Property;

(b) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous Landlord;

(c) bound by any payment of rent, additional rent or other payments made by Tenant to any previous Landlord for more than one (1) month in advance;

(d) bound by any amendment or modification of the Lease hereafter made, or consent or acquiescence by any previous Landlord under the Lease to any assignment or sublease hereafter granted, without the written consent of Lender; or

(e) liable for any deposit that Tenant may have given to any previous Landlord which has not, as such, been transferred to Acquiring Party.

4. Tenant Estoppel. Tenant acknowledges that Lender is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit to Landlord and represents and warrants to Lender that, as of the date of this Agreement:

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Premises or the Property, or any interest or portion in or of either of them, to expand into other space in the Property or to extend or renew the term of the Lease, except: None.

(b) No amendments, supplements, side letters or other agreements or memoranda pertaining to the Lease, the leasehold and/or the Premises exist except: Not Applicable

(c) No Event of Default, or event that with notice or the passage of time or both would constitute an Event of Default, exists on either Tenant's or Landlord's part, nor does Tenant have any right of offset (including audit or accounting rights that might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except: Not Applicable.

(d) The Lease is in full force and effect and a true, complete and correct copy of the Lease, together with all amendments thereto, is attached hereto.

(e) Tenant agrees to deliver to Lender and to any other person designated by Lender estoppel certificates executed by Tenant certifying that: (i) the Lease and any future lease is in full force and effect or, if that is not the case, the basis for termination of the Lease of any future leases; (ii) no defenses or offsets are outstanding under the Lease or any future lease or, if that is not the case, the basis for and amount of any defense or offset claimed by Tenant; and (iii) any other information about Tenant or the Lease or any future lease that Lender requests within ten (10) days after Lender's request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to Lender's grant of a nondisturbance agreement to Tenant.

5. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings: "Landlord" means the present landlord under the Lease, or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question. "Lease"

means the Lease and all amendments, addenda, extensions and renewals to the Lease. "Lender" means Lender, the trustee under the Deed of Trust and any of Lender's agents, heirs, successors or assigns, including any Acquiring Party. "Lien" includes any amendments, riders, modifications or addenda thereto. "Including" means "including, without limitation" and "including, but not limited to." "Tenant" means Tenant and its successors, assigns and sublessees.

6. Lease Amendments. Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease in any manner that affects the Term, rent and/or common area charges payable or any other financial component of the Lease without Lender's prior written consent. Any change, alteration, amendment or other modification to the Lease in violation of this Section without Lender's prior written consent will be void as to Lender, and Lender may disregard it at Lender's option in its sole discretion.

7. Acknowledgments. Tenant acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Lender, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under any of the Liens to remedy the same. In no event will Tenant exercise any such right less than thirty (30) days after receipt of such notice or prior to the passage of such longer period of time as may be necessary to cure or remedy such default, act or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Lender require cure of any such default which is personal to Landlord and therefore not susceptible to cure by Lender.

(b) In the event that Lender notified Tenant of a default under any of the Liens and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under any of the Liens or otherwise in connection with any loan document in connection with any of the Liens, and notwithstanding any contrary instructions of or demands from Landlord.

(c) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Liens and is hereby waived and released as against Lender and Acquiring Party.

(d) Lender and any Acquiring Party shall have no obligation nor shall they incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease, upon any renewal or extension thereof, or upon the addition of additional space pursuant to any expansion rights contained in the Lease.

(e) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of buildings (such as non-flammable cleaning fluids and supplies normally used in the day-to-day operation of first class establishments similar to the improvements), which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, Acquiring Party or Lender as applicable, for any loss, liability, claim or expense, including cleanup and all other expenses, including legal fees that Landlord, Acquiring Party or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Section 7(e).

8. Notices. All notices, consents, communications or transmittals required by this Agreement must be made in writing and be communicated by personal delivery, facsimile (if followed within one business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or seven (7) days from mailing, *provided that* any notice by facsimile that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices must be addressed as follows:

To Landlord:
New Asia Housing L.P.
c/o CCDC
1525 Grant Avenue
San Francisco, CA 94133
Attn: Executive Director
Telephone: 415-984-1450
Facsimile: 415-929-1499

To Tenant:
W Y Pacific, Inc.
758 Pacific Avenue
San Francisco, CA 94133
Telephone: 415-391-1068
Facsimile: ______________________

To Lender:
City and County of San Francisco
Mayor's Office of Housing
and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Director
Telephone: (415) 701-5500
Facsimile: (415) 701-5501

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

9. Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of that party and that this Agreement will be binding upon the party.

10. Miscellaneous. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any judicial or nonjudicial proceeding (including any action in a bankruptcy case or any appeal) against any other party based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, expenses and costs of suit, *provided that* reasonable fees of attorneys in the City Attorneys' office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney's services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and do not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which constitute one and the same instrument. This Agreement must be construed in accordance with, and will be governed by, California law.

[signatures follow]

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

LANDLORD:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability corporation
Its: General Partner

By: Chinatown Community Development Center, a California nonprofit public benefit corporation
Its: Sole Member/Manager

By:_________________________
Malcolm Yeung
Executive Director

TENANT:

W Y PACIFIC INC.,
a California corporation

By: ____________________
Name: Keung Kwok Yeung
Title: President

LENDER:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

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

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: ________________________________
Jessica Alvaro-Cassella
Deputy City Attorney

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF CALIFORNIA)
)
COUNTY OF __________________)

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

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

WITNESS my hand and official seal.

____
Name: ______________________________
Notary Public

EXHIBIT A
(Legal Description of the 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 on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 5O Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

Street Address:
758 Pacific Avenue, San Francisco, CA 94133

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing and Community Development
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Agnes DeFiesta
Block: 0161 Lot: 014

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

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT
758 Pacific Avenue, Second Floor San Francisco, California 94133
(Residential Tenant)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("AGREEMENT") is made as of September ___________, 2024, by **NEW ASIA HOUSING, L.P.**, a California limited partnership ("Landlord"), **PAUL YEUNG.** ("Tenant") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development ("Lender"). This Agreement is executed pursuant to the City and County of San Francisco Loan Agreement by and between Landlord and Lender dated on or after the date of this Agreement, as it may be amended from time to time (the "Loan Agreement").

RECITALS

A. Landlord and Tenant are parties to a –Residential Lease Agreement dated November 9, 2023 (the "Lease"), covering certain premises identified as residential unit on second floor of the building, (the "Premises") within the improvements located at 758 Pacific Avenue, San Francisco, California 94133 (the "Property"), which is more particularly described in Exhibit A to this Agreement.

B. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records of San Francisco County (the “Official Records”) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property, which will secure a promissory note payable to Lender in the original principal amount of $2,178,786 (as may be amended from time to time, the "Deed of Trust").

C. Concurrently with the recordation of this Agreement, Landlord will enter into and record in the Official Records a Declaration of Restrictions (the “Restrictions”). The Restrictions set forth the affordable housing requirements with respect to the Property.

The parties desire to subordinate Tenant's existing and any future leasehold interest in the Premises to the liens of (i) the Deed of Trust, and (ii) the Restrictions (collectively, the “Liens”), and to assure Tenant possession of the Premises for the entire term of the Lease, as it may be extended or renewed (the "Lease Term") even if Lender forecloses the Lien before the Lease terminates.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Subordination. The Lease is and will be subject and subordinate to the Lien and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of all sums secured by the Deed of Trust.

2. Nondisturbance. So long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease (upon the expiration of any cure period, an "Event of Default"), Tenant's possession of the Premises and Tenant's rights and privileges under the Lease will not be diminished or disturbed by Lender during the Lease Term. So long as no Event of Default by Tenant exists under the Lease, and no event exists which with the giving of notice of the passage of time, or both, would constitute an Event of Default by the Tenant under the Lease. Lender will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease in any action of foreclosure or other proceeding brought by Lender to enforce any rights arising under the Lien*, provided, however,* that Lender may join Tenant as a party in an action if joinder is necessary under any statute or law to secure the remedies available to Lender under the Lien, but for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Premises.

3. Attornment. If Landlord's interest in the Property, including Landlord's interest in the Lease, is transferred to and held by Lender or any successor of Lender (in any case, "Acquiring Party") following a foreclosure sale under a private power from the Deed of Trust, or any other deed of trust, deed in lieu of foreclosure, other proceedings brought by Lender or by any other manner, Tenant will be bound to Acquiring Party, and Acquiring Party will be bound to Tenant, according to the terms, covenants and conditions of the Lease for the balance of the Lease Term. Tenant agrees to attorn to Acquiring Party as "Landlord," with the attornment being effective and self-operable immediately upon Acquiring Party's succession to Landlord's interest under the Lease, all without the execution by the parties of any further instruments, *provided, however*, that Tenant will not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with a true copy of the deed or other instrument transferring title to Acquiring Party, with directions as to where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment will be those set forth in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party will be bound to Tenant under all the terms, covenants and conditions of the Lease, except for provisions which are impossible for Acquiring Party to perform, and Tenant will have the same remedies against Acquiring Party for any breach of the Lease by Acquiring Party after Acquiring party becomes Landlord, that Tenant would have had against Landlord; provided, however, that in no event shall Acquiring party be:

(a) liable for any act, omission, default, misrepresentation or breach of warranty of any previous Landlord or obligations occurring prior to Acquiring Party's actual ownership of the Property;

(b) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous Landlord;

(c) bound by any payment of rent, additional rent or other payments made by Tenant to any previous Landlord for more than one (1) month in advance;

(d) bound by any amendment or modification of the Lease hereafter made, or consent or acquiescence by any previous Landlord under the Lease to any assignment or sublease hereafter granted, without the written consent of Lender; or

(e) liable for any deposit that Tenant may have given to any previous Landlord which has not, as such, been transferred to Acquiring Party.

4. Tenant Estoppel. Tenant acknowledges that Lender is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit to Landlord and represents and warrants to Lender that, as of the date of this Agreement:

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Premises or the Property, or any interest or portion in or of either of them, to expand into other space in the Property or to extend or renew the term of the Lease, except: None.

(b) No amendments, supplements, side letters or other agreements or memoranda pertaining to the Lease, the leasehold and/or the Premises exist except:______ Not Applicable ______.

(c) No Event of Default, or event that with notice or the passage of time or both would constitute an Event of Default, exists on either Tenant's or Landlord's part, nor does Tenant have any right of offset (including audit or accounting rights that might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except: ______ Not Applicable ______.

(d) The Lease is in full force and effect and a true, complete and correct copy of the Lease, together with all amendments thereto, is attached hereto.

(e) Tenant agrees to deliver to Lender and to any other person designated by Lender estoppel certificates executed by Tenant certifying that: (i) the Lease and any future lease is in full force and effect or, if that is not the case, the basis for termination of the Lease of any future leases; (ii) no defenses or offsets are outstanding under the Lease or any future lease or, if that is not the case, the basis for and amount of any defense or offset claimed by Tenant; and (iii) any other information about Tenant or the Lease or any future lease that Lender requests within ten (10) days after Lender's request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to Lender's grant of a nondisturbance agreement to Tenant.

5. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings: "Landlord" means the present landlord under the Lease, or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question. "Lease"

means the Lease and all amendments, addenda, extensions and renewals to the Lease. "Lender" means Lender, the trustee under the Deed of Trust and any of Lender's agents, heirs, successors or assigns, including any Acquiring Party. "Lien" includes any amendments, riders, modifications or addenda thereto. "Including" means "including, without limitation" and "including, but not limited to." "Tenant" means Tenant and its successors, assigns and sublessees.

6. Lease Amendments. Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease in any manner that affects the Term, rent and/or common area charges payable or any other financial component of the Lease without Lender's prior written consent. Any change, alteration, amendment or other modification to the Lease in violation of this Section without Lender's prior written consent will be void as to Lender, and Lender may disregard it at Lender's option in its sole discretion.

7. Acknowledgments. Tenant acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Lender, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under any of the Liens to remedy the same. In no event will Tenant exercise any such right less than thirty (30) days after receipt of such notice or prior to the passage of such longer period of time as may be necessary to cure or remedy such default, act or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Lender require cure of any such default which is personal to Landlord and therefore not susceptible to cure by Lender.

(b) In the event that Lender notified Tenant of a default under any of the Liens and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under any of the Liens or otherwise in connection with any loan document in connection with any of the Liens, and notwithstanding any contrary instructions of or demands from Landlord.

(c) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Liens and is hereby waived and released as against Lender and Acquiring Party.

(d) Lender and any Acquiring Party shall have no obligation nor shall they incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease, upon any renewal or extension thereof, or upon the addition of additional space pursuant to any expansion rights contained in the Lease.

(e) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of buildings (such as non-flammable cleaning fluids and supplies normally used in the day-to-day operation of first class establishments similar to the improvements), which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, Acquiring Party or Lender as applicable, for any loss, liability, claim or expense, including cleanup and all other expenses, including legal fees that Landlord, Acquiring Party or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Section 7(e).

8. Notices. All notices, consents, communications or transmittals required by this Agreement must be made in writing and be communicated by personal delivery, facsimile (if followed within one business day by first class mail) or by United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete as of the earlier of actual receipt (or refusal to accept proper delivery) or seven (7) days from mailing, *provided that* any notice by facsimile that is received after 5 p.m. on any day or on any weekend or holiday will be deemed to have been received on the next succeeding business day. Notices must be addressed as follows:

To Landlord:	New Asia Housing L.P. c/o CCDC 1525 Grant Avenue San Francisco, CA 94133 Attn: Executive Director Telephone: 415-984-1450 Facsimile: 415-929-1499
To Tenant:	Paul Yeung. 758 Pacific Avenue, Second Floor San Francisco, CA 94133 Telephone: 415-407-1497 Facsimile: ______________________
To Lender:	City and County of San Francisco Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Attn: Director Telephone: (415) 701-5500 Facsimile: (415) 701-5501

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

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10. Miscellaneous. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any judicial or nonjudicial proceeding (including any action in a bankruptcy case or any appeal) against any other party based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, expenses and costs of suit, *provided that* reasonable fees of attorneys in the City Attorneys' office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney's services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and do not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which constitute one and the same instrument. This Agreement must be construed in accordance with, and will be governed by, California law.

[signatures follow]

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

LANDLORD:

NEW ASIA HOUSING, L.P.,
A California limited partnership

By: New Asia Housing LLC.
a California limited liability corporation
Its: General Partner

By: Chinatown Community Development Center, a California nonprofit public benefit corporation
Its: Sole Member/Manager

By:_________________________
Malcolm Yeung
Executive Director

TENANT:

Keung Kwok Yeung, tenant

By: _________________________
Name: Keung Kwok Yeung
Title: Head of Household

LENDER:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

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

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: ________________________________
Deputy City Attorney

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF CALIFORNIA)
)
COUNTY OF __________________)

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

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

WITNESS my hand and official seal.

____
Name: ______________________________
Notary Public

<u>**EXHIBIT A**</u>

(Legal Description of the 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 on the Northerly line of Pacific Avenue, distant thereon 137 feet and 6 inches Easterly from the Easterly line of Stockton Street; running thence Easterly along said line of Pacific Avenue 20 feet to a point distant thereon 42 feet Westerly from the Westerly line of Pelton Place; thence at a right angle Northerly 97 feet and 6 inches; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 97 feet and 6 inches to the point of beginning.

Being a portion of 5O Vara Block No. 110.

Assessor's Lot: 014; Block: 0161

<u>Street Address</u>:
758 Pacific Avenue, San Francisco, CA 94133