AMENDED AND RESTATED LOAN AGREEMENT (CITY AND COUNTY OF SAN FRANCISCO JHLP FUNDS, INCLUSIONARY FUNDS, HTF FUNDS, LHTF FUNDS, ERAF FUNDS, LMIHAF FUNDS, NPLH FUNDS, EM SOMA FUNDS)

By and Between

THE CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development,

and

MERCY HOUSING CALIFORNIA 97, L.P.,

A California limited partnership

for

600 7TH STREET

\$[84,277,411]
JHLP FUNDS: \$16,030,871
INCLUSIONARY FUNDS: \$[19,880,166]
HTF FUNDS: \$5,100,000
LHTF FUNDS: \$5,000,000
ERAF FUNDS: \$14,694,035
LMIHAF FUNDS: \$5,705,680

NPLH FUNDS: \$17,50000 EN SOMA FUNDS: \$366,659

D 4 1 C	2022
Dated as of	, 2022

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AMENDED AND RESTATED LOAN AGREEMENT

(City and County of San Francisco
(JHLP Funds, Inclusionary Funds, HTF Funds, LHTF Funds, ERAF Funds, LMIHAF Funds,
NPLH Funds, EN SOMA Funds)
(600 7TH STREET)

THIS AMENDED AND RESTATED LOAN AGREEMENT ("Agreement") is entered into as of ______, 2022, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), and MERCY HOUSING CALIFORNIA 97, L.P., a California limited partnership ("Borrower").

RECITALS

- A. Under the Jobs-Housing Linkage Program set forth in Sections 413.1 *et seq.* of the San Francisco Planning Code, the Citywide Affordable Housing Fund receives in-lieu fees ("JHLP Fees") paid by developers to satisfy requirements of the Jobs-Housing Linkage Program. The City may use the Fees received by the Citywide Affordable Housing Fund (the "Affordable Housing Fund") to finance housing affordable to qualifying households. MOHCD administers the Affordable Housing Fund pursuant to Section 10.100-49 of the San Francisco Administrative Code and enforces agreements relating to them. The funds provided from the Affordable Housing Fund originating from JHLP Fees under this Agreement will be referred to herein as the "JHLP Funds."
- B. Under the Inclusionary Affordable Housing Program set forth in Sections 415.1 *et seq.* of the San Francisco Planning Code, the Citywide Affordable Housing Fund receives in-lieu Affordable Housing Fees ("Inclusionary Fees") paid by housing developers to satisfy requirements of the Inclusionary Affordable Housing Program. The City may use the Fees received by the Citywide Affordable Housing Fund (the "Affordable Housing Fund") to finance housing affordable to qualifying households. MOHCD administers the Affordable Housing Fund pursuant to Section 10.100-49 of the San Francisco Administrative Code and enforces agreements relating to them. The funds provided from the Affordable Housing Fund originating from Inclusionary Fees under this Agreement will be referred to herein as the "Inclusionary Funds."
- C. In November 2012, the voters of the City approved Proposition C, which established a Housing Trust Fund to provide funds for the creation, acquisition, and rehabilitation of rental and ownership housing affordable to households earning up to 120% of the area median income, including, without limitation, the acquisition of land for such purpose (the "Housing Trust Fund"). Under Section 16.110 *et seq.* of the San Francisco City Charter, the City is authorized to provide funds from the Housing Trust Fund under this Agreement to Borrower for the development and construction of affordable housing. The funds provided from the Housing Trust Fund under this Agreement will be referred to herein as the "HTF Funds."
- D. Under Resolution 48-22, the San Francisco Board of Supervisors authorized MOHCD to accept and expend a Local Housing Trust Fund Program ("LHTF") grant from the California Department of Housing and Community Development ("HCD") under a Standard Agreement (Contract No. 20-LHTFCOM-15840) executed pursuant to California Health and Safety Code Section 50842.2 and related regulations ("LHTF Standard Agreement"). Under the

Standard Agreement, MOHCD authorized to disburse LHTF grant funds to match the HTF Funds under this Agreement for the purpose of development and construction of affordable housing in the City. The funds provided to Borrower from the LHTF Standard Agreement under this Agreement will be referred to herein as the "LHTF Funds."

- E. Under San Francisco Administrative Code Section 10.100-11, the San Francisco Board of Supervisors established the Affordable Housing Production and Preservation Fund to receive appropriated excess Education Revenue Augmentation Fund (ERAF) revenues received by the City ("ERAF"). MOHCD administers the ERAF Fund for the purpose of funding land acquisition and production of new 100% affordable housing projects and acquisition and preservation of existing housing to make that housing permanently affordable. MOHCD is authorized to provide funds from the ERAF under this Agreement to Borrower for the development and construction of affordable housing. The funds provided from the ERAF under this Agreement will be referred to herein as the "ERAF Funds."
- F. The San Francisco Board of Supervisors designated MOHCD as the Successor Housing Agency of the San Francisco Redevelopment Agency, effective February 1, 2012, upon dissolution of state redevelopment agencies. Pursuant to California Assembly Bill 1484, the Successor Housing Agency was required to create a fund called the Low and Moderate Income Housing Asset Fund ("LMIHAF"") to collect proceeds from former redevelopment agency housing assets transferred to the City and County of San Francisco. Monies in the LMIHAF are derived from loan repayments and other housing asset program income and will be used in accordance with California Redevelopment Law. The funds provided from the LMIHAF under this Agreement will be referred to herein as the "LMIHAF Funds."
- G. On November 19, 2019, through Resolution 511-19, the San Francisco Board of Supervisors authorized and delegated authority to MOHCD to accept and expend the county competitive allocation award in the amount up to \$36,501,108 under HCD's No Place Like Home Program ("NPLH"), which provides funding for counties to develop multifamily housing specifically for persons with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness to households earning up to thirty percent (30%) of the Median Income as determined by the NPLH regulations adjusted for household size. The City is authorized by this resolution to provide the funds under this Agreement (the "NPLH Funds") to Borrower for the development of affordable permanent supportive housing.
- H. Pursuant to Section 423.5 of the San Francisco Planning Code ("Section 423.5"), the Citywide Affordable Housing Fund receives from the San Francisco Department of Building Inspection a percentage of impact fees paid by sponsors of developments located in Designated Affordable Housing Zones in the Eastern Neighborhoods Program Area ("EN Fees"). The City may use the Fees received by the Citywide Affordable Housing Fund (the "EN Funds") to finance housing affordable to qualifying households and related improvements according to the permitted uses set forth in Section 423.5. MOHCD administers the EN Funds pursuant to Section 10.100-49 of the San Francisco Administrative Code and enforces agreements relating to them. The EN Funds provided under this Agreement will be referred to herein as the "EN SOMA Funds," and together with JHLP Funds, Inclusionary Funds, HTF Funds, LHTF Funds, ERAF Funds, LMIHAF Funds, and NPLH Funds, collectively, will the "Funds."
- I. Borrower intends to acquire a leasehold interest in the real property located at 600 7th Street, San Francisco, California (the "Land") under a Ground Lease dated as of

County of San Francisco ("Ground Lessor"). Borrower desires to use the Funds to construct a two hundred twenty-one (221) unit multifamily rental housing development (the "Improvements") affordable to low-income households, including one hundred twenty (120) units for chronically homeless households or households at risk of homelessness, of which seventy (70) units will be targeted to residents who qualify as a "Homeless Household" under the NPLH Criteria, and including the construction of a 4,223 square foot commercial warm shell (the "Commercial Space"), collectively which will be known as 600 7th Street (the "Project"). The Commercial Space is intended to be subdivided as a separate commercial parcel on a to-be-recorded parcel map (the "Commercial Parcel") and sold to the Affiliated Commercial Owner (as defined herein) on or prior to the permanent financing closing. 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 but subject to the relief provisions of Exhibit A.

- J. The City previously loaned Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Original Loan") to Borrower to conduct predevelopment activities in support of construction of the Project. The Original Loan is evidenced by the following documents: (1) a Loan Agreement dated as of March 27, 2020 (the "Original Loan Agreement"), (2) a Secured Promissory Note made by Borrower in an amount of the Original Loan to the order of the City dated as of March 27, 2020 (the "Original Note"), and (3) a Developer Fee Agreement dated as of March 27, 2020 (the "Original Developer Fee Agreement").
- K. The City has reviewed Borrower's application for Funds and, in reliance on the accuracy of the statements in that application, has agreed to make an additional loan of Funds to Borrower (the "Additional Loan," and together with the Original Loan, the "City Loan") in the amount of [Sixty Six Million Seven Hundred Seventy Seven Thousand Four Hundred Eleven] and No/100 Dollars (\$[66,777,411].00) ("City Loan Amount"), an additional loan of NPLH Funds ("NPLH Loan") in an amount of Seventeen Million Five Hundred Thousand and No/100 Dollars (\$17,500,000.00) ("NPLH Loan Amount"), for a total loan of Funds to Borrower (the "Loan") in the amount of [Eight Four Million Two Hundred Seventy Seven Thousand Four Hundred Eleven] and No/100 Dollars (\$[84,277,411].00) (the "Funding Amount") under this Agreement to fund certain development and construction costs and permanent financing related to the Project. The Funding Amount is comprised of two tranches of funding:
- 1. City Loan: (i) JHLP Funds in the amount of \$16,030,871, (ii) Inclusionary Funds in the amount of \$[19,880,166], (iii) HTF Funds in the amount of \$5,100,000, (iv) LHTF \$5,000,000, (v) ERAF Funds in the amount of \$14,694,035, (vi) LMIHAF Funds in the amount of \$5,705,680, and EN SOMA Funds in the amount of \$366,659, for a total amount of \$[66,777,411] ("City Loan Amount").
- 2. NPLH Loan Amount: NPLH Funds in the amount of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00).
- L. Borrower has secured the following additional financing for the Project (as defined below):

	1.	a construction loan from JPMorgan	Chase Bank, N.A. to E	sorrower in the
amount of _		and No/100 Doll	ars (\$00),	pursuant to a
loan agreem	ent date	d as of the date hereof;		
	2.	a permanent loan from JPMorgan C	hase Bank, N.A. to Bo	orrower in the
amount of _		and No/100 Doll	ars (\$00),	pursuant to a
loan agreem	ent date	d as of the date hereof;		

- 3. federal low-income housing tax credits reserved or allocated to the Project by the California Tax Credit Allocation Committee ("TCAC"), pursuant to its Preliminary Reservation of Low Income Housing Tax Credits dated January 19, 2022 and a Carryover Allocation dated December 8, 2021, including any sponsor loan documents relating to the state low income housing tax credits; and
- 4. an equity contribution from Borrower in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00).
- M. On the Agreement Date, this Agreement will amend, restate, supersede and replace the Original Agreement. Concurrently herewith, Borrower will also (i) execute an amended and restated promissory note in the original principal amount of the City Loan Amount in favor of the City to supersede and replace the Original Note to evidence a portion of the Loan, (ii) execute a new promissory note in the original principal amount of the NPLH Loan Amount to evidence the portion of the Loan funded with NPLH Funds, (iii) execute and record a deed of trust to secure such amended and restated note and new note, (iv) execute an amended and restated developer fee agreement to supersede and replace the Original Developer Fee Agreement, and (v) execute and record a new declaration of restriction. As of the Agreement Date, the City will cancel and return the Original Note.

AGREEMENT

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

ARTICLE 1 DEFINITIONS.

1.1 <u>Defined Terms</u>. As used in this Agreement, the following words and phrases have the following meanings:

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

"Affiliated Commercial Owner" has the meaning set forth in **Section 16.2** (Transfer of Commercial Space).

"AHP" means the Affordable Housing Program, which provides funds from a Federal Home Loan Bank.

"AHP Bridge Loan" means the portion of the Funding Amount that is a loan of up to \$1,000,000 from the City to the Borrower for financing of the Project during the pendency of Borrower's AHP loan application and until the Borrower is awarded an AHP loan.

"AHP Loan Amount" means the loan amount of \$1,000,000 from AHP awarded to Borrower for permanent financing of the Project.

"AMI as Determined by NPLH Regulations" means Area Median Income limit as published by the State Department of Housing and Community which pertain to the No Place Like Home units (from Section 303 (a) of NPLH Program Guidelines); which are the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC) or HCD.

"Annual Monitoring Report" has the meaning set forth in Section 10.3.

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

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

"Approved Specifications" has the meaning set forth in Section 5.2.

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

"Borrower" means Mercy Housing California 97, L.P., a California limited partnership whose general partner is Mercy Housing California 97 LLC, a California limited liability company ("General Partner"), and its authorized successors and assigns.

"Cash Out Policy" means the MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, And Refinancing Policy dated June 19, 2020, as it may be amended from time to time.

"City Loan Amount" has the meaning set forth in Recital K(1).

[&]quot;Agreement" means this Loan Agreement.

[&]quot;Agreement Date" means the date first written above.

"City Note" means the amended and restated promissory note executed by Borrower in favor of the City in the original principal amount of the City Loan Amount, in form and substance acceptable to the City.

"CFR" means the Code of Federal Regulations.

"Charter Documents" means: (a) in the case of a corporation, its articles of incorporation and bylaws; (b) in the case of a partnership, its partnership agreement and any certificate or statement of partnership; and (c) in the case of a limited liability company, its operating agreement and any LLC certificate or statement.

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

"City Documents" means this Agreement, the Notes, the Deed of Trust, the Declaration of Restrictions, the Developer Fee Agreement and any other documents executed or, delivered in connection with this Agreement.

"City Project" has the meaning set forth in **Exhibit E**, **Section 13(c)**.

"CNA" means a 20-year capital needs assessment or analysis of replacement reserve requirements, as further described under the CNA Policy.

"CNA Policy" means MOHCD's Policy For Capital Needs Assessments dated November 5, 2013, as it may be amended from time to time.

"Commercial Shell" means all components of an unfinished Commercial Space as further defined by MOHCD's commercial space policy, as it may be amended from time to time.

"Commercial Space" has the meaning set forth in **Recital I** and further defined in MOHCD's commercial space policy as it may be amended from time to time. As used in this Agreement, the term excludes non-residential space in the Project to be used primarily for the benefit of the Tenants.

"Community-Serving Purposes" means a non-residential use, approved by MOHCD in writing, that provides a direct benefit to the residents of the Project and the community in which the Project is located, including, but not limited to, family resource center, early childhood education center, community bicycle workspace, or other community serving commercial use under MOHCD's Commercial Space Underwriting Guidelines.

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

"Compliance Term" has the meaning set forth in **Section 3.2**.

"Construction Contract" has the meaning set forth in Section 5.2.

"Conversion Date" means the date on which construction financing for the Project is converted into permanent financing, if applicable.

"Declaration of Restrictions" means a recorded declaration of restrictions in form and substance acceptable to the City that requires Borrower and the Project to comply with the use restrictions in this Agreement for the Compliance Term, even if the Loan is repaid or otherwise satisfied, this Agreement terminates or the Deed of Trust is reconveyed.

"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 Notes, in form and substance acceptable to the City. When Borrower conveys the Commercial Space as contemplated under this Agreement, the term "Deed of Trust" will only refer to the Deed of Trust on the portion(s) of the Site that includes the Improvements owned by Borrower, but excludes the Commercial Space.

"Department of Building Inspection" has the meaning set forth in Section 5.2.

"Developer" means Mercy Housing California, a California nonprofit public benefit corporation, and its authorized successors and assigns.

"Developer Fees" has the meaning set forth in **Section 15.1**.

"Developer Fee Policy" means the MOHCD Policy on Development Fees for Tax Credit Projects dated October 16, 2020, as amended from time to time, attached hereto as **Exhibit J**.

"Development Expenses" means all costs incurred by Borrower and approved by the City in connection with the development of the Project, including: (a) hard and soft development costs; (b) deposits into required capitalized reserve accounts; (c) costs of converting Project financing, including bonds, into permanent financing; (d) the expense of a cost audit; and (e) allowed Developer Fees.

"Development Proceeds" means the sum of: (a) funds contributed or to be contributed to Borrower's limited partner as capital contributions, equity or for any other purpose under Borrower's limited partnership agreement; and (b) the proceeds of all other financing for the Project.

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

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

"Early Retention Release Contractors" means contractors who will receive retention payments upon satisfaction of requirements set forth in **Section 4.7.**

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

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

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

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

"Excess Proceeds" means Development Proceeds remaining after payment of Development Expenses. For the purposes of determining Excess Proceeds, no allowed Project Expenses may be included in Development Expenses.

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

"Federal Funding" means funding provided by the federal government for capital improvements, operations or other direct financial assistance of the Project.

"Funding Amount" has the meaning set forth in **Recital K**.

"Funds" has the meaning set forth in **Recital H**.

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

"General Partner" means Mercy Housing California 97 LLC, a California limited liability company, whose managing member is Mercy Housing Calwest, a California nonprofit public benefit corporation.

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

"Ground Lease" has the meaning set forth in **Recital I**.

"Ground Lessor" has the meaning specified in Recital I.

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

"Hold Harmless Policy" means the Hold Harmless Policy for MOHCD's Income Limits & Maximum Rents dated May 3, 2019, as amended from time to time, attached hereto as **Exhibit K**.

"Homeless" means an individual or a family who lacks a fixed, regular, and adequate nighttime residence and who has a primary nighttime residence in one or more of the following categories: (a) Anyone staying in a mission or homeless or domestic violence shelter, i.e., a supervised public or private facility that provides temporary living accommodations; (b) Anyone displaced from housing due to a disaster situation; (c) Anyone staying outdoors; for example, street, sidewalk, doorway, park, freeway underpass; (d) Anyone staying in a car, van, bus, truck, RV, or similar vehicle; (e) Anyone staying in an enclosure or structure that is not authorized or fit for human habitation by building or housing codes, including abandoned buildings ("squats") or sub-standard apartments and dwellings; (f) Anyone staying with friends and/or extended family members (excluding parents and children) because they are otherwise unable to obtain housing; (g) Any family with children staying in a Single Room Occupancy (SRO) hotel room (whether or not they have tenancy rights); (h)Anyone staying in temporary housing for less than 6 months where the accommodations provided to the person are substandard or inadequate (for example, in a garage a very small room, or an overly crowded space); (i) Anyone staying in a Single Room Occupancy (SRO) hotel room without tenancy rights; (j) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who is now incarcerated, hospitalized, or living in a treatment program, half-way house, transitional housing; or (k) Anyone formerly homeless (formerly in one of the above categories (a) through (i)) who has obtained and resided in supportive housing or permanent housing for less than 30 days.

"Homeless Household" means a household that meets the referring agency's definition of Homeless Household for initial occupancy and upon available vacancies thereafter, as per the Local Operating Subsidy contract.

"Homeless Household under NPLH Criteria" means specialized homeless targeting to meet the requirements of the NPLH funding source for seventy (70) Studio units. Occupancy of all NPLH assisted units will be restricted to households with at least one member who qualifies as a member of the target population pursuant to the NPLH requirements. The NPLH target population includes adults or older adults with a serious mental disorder who are homeless, chronically homeless, or at-risk of chronic homelessness. This includes persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders as defined under the California Welfare and Institutions Code Sections 5600.3(a) and 5600.3(b).

"HSH" means the San Francisco Department of Homelessness and Supportive Housing, or other successor agency.

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

"Improvements" has the meaning set forth in Recital I.

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

"Income Restrictions" means the maximum household income limits for Qualified Tenants, as set forth in **Exhibit A**.

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

"Land" means the real property owned by Ground Lessor on which the Site is located.

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

"Life of the Project" means the period of time in which the Project continues to operate as a multi-family apartment project substantially similar to its current condition in terms of square footage and number of units, and in the event the Project is substantially damaged or destroyed by fire, the elements, an act of any public authority or other casualty, and is subsequently replaced by a multi-family residential project substantially similar to its current condition in terms of square footage and number of units, the life of such replacement project will be deemed to be a continuation of the life of the Project.

"Loan" has the meaning set forth in **Recital C**.

"Local Operating Subsidy" means an operating subsidy provided to Borrower by the City, the amount of which is sufficient to permit Borrower to operate the Project in accordance with the terms of this Agreement with Qualified Tenants at income levels specified by MOHCD in writing which are below those set forth in **Exhibit A**.

"Local Operating Subsidy Program" or "LOSP" means the program administered by MOHCD that regulates the distribution of Local Operating Subsidy.

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

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

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

"Median Income" means median income as published annually by MOHCD for the City and County of San Francisco, derived in part from the income limits and area median income determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as "Unadjusted Median Income."

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

"MOHCD Monthly Project Update" has the meaning set forth in Section 10.2.

"NPLH" means the No Place Like Home program funding with requirements summarized in Exhibit M.

"NPLH Loan Amount" has the meaning set forth in Recital K(2).

"NPLH Note" means the promissory note executed by Borrower in favor of the City in the original principal amount of the NPLH Loan Amount, in form and substance acceptable to the City.

"Notes" means, collectively, the City Note and the NPLH Note, in the total amount of the Funding Amount.

"Official Records" means the official records of San Francisco County.

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

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

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

"Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Borrower dated as of ________, 2022, as amended from time to time.

"Partnership Fees" means annual partnership management fees in the amount of \$25,960, escalated at 3.5% per year, and annual investor services fees in the amount of \$7,500, escalated at 3% per year, as each is shown in the Annual Operating Budget and approved by the City.

"Payment Date" means the first June 30 following the Completion Date and each succeeding June 30 until the Maturity Date.

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

"Preferences and Lottery Manual" means MOHCD's Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

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

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

"Project Expenses" means the following costs, which may be paid from Project Income in the following order of priority to the extent of available Project Income: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement or by other lenders providing secured financing for the Project; (b) salaries, wages and any other compensation due and payable to the employees or agents of Borrower employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) required payments of interest and principal, if any, on any junior or senior financing secured by the Site and used to finance the Project that has been approved by the City; (d) annual monitoring fees and all other expenses actually incurred to cover operating costs of the Project, including maintenance and repairs and the fee of any managing agent as indicated in the Annual Operating Budget; (e) Annual Base Rent under the Ground Lease; (f) required deposits to the

Replacement Reserve Account, Operating Reserve Account and any other reserve account required under this Agreement or the Partnership Agreement; (g) the approved annual asset management fees indicated in the Annual Operating Budget and approved by the City; (h) any extraordinary expenses approved in advance by the City (other than expenses paid from any reserve account); and (i) Supportive Services. Partnership Fees are not Project Expenses.

"Project Income" means all income and receipts in any form received by Borrower from the operation of the Project, including, but not limited to, the following: (a) rents, fees, charges, and deposits (other than tenant's refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Project, supportive services funding (if applicable); (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machines; (e) the proceeds of business interruption or similar insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) reimbursements and other charges paid to Borrower in connection with the Project; and (h) other consideration actually received from the operation of the Project, including non-residential uses of the Site. Project Income does not include interest accruing on any portion of the Funding Amount, or tenant's refundable security deposits.

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

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

"Qualified Tenant" means a Tenant household earning no more than the maximum permissible annual income level allowed under this Agreement as set forth in **Exhibit A**. The term "Qualified Tenant" includes each category of Tenant designated in **Exhibit A**.

"Rent" means the aggregate annual sum charged to Tenants for rent and utilities in compliance with **Article 7**, with utility charges to Qualified Tenants limited to an allowance determined by the SFHA.

"Replacement Cost" means all hard construction costs of the Project, not including the cost of site work and foundations but including construction contingency, for the purpose of establishing the amount of the Replacement Reserve Account. This defined term is not intended to affect any other calculation of replacement cost for any other purpose.

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

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

"Residual Receipts Policy" means the Mayor's Office of Housing and Community Development Residual Receipts Policy effective April 1, 2016, as amended from time to time, attached hereto as **Exhibit P**.

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

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

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

"SFHA" means the San Francisco Housing Authority.

"Site" means the Land and the Improvements.

"Supportive Services" means one (1) FTE resident services connector, see also **Section 3.7**.

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

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

"TCAC" means the California Tax Credit Allocation Committee.

"Tenant" means any residential household in the Project, whether or not a Qualified Tenant.

"Tenant Screening Criteria Policy" has the meaning set forth in Section 6.3.

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

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

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

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

- 1.2 <u>Interpretation</u>. The following rules of construction will apply to this Agreement and the other City Documents.
- (a) The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. The word "include(s)" means "include(s) without limitation" and "include(s) but not limited to," and the word "including" means "including without limitation" and "including but not limited to" as the case may be. No listing of specific instances, items or examples in any way limits the scope or generality of any language in this Agreement. References to days, months and years mean calendar days, months and years unless otherwise specified. References to a party mean the named party and its successors and assigns.
- (b) Headings are for convenience only and do not define or limit any terms. References to a specific City Document or other document or exhibit mean the document, together with all exhibits and schedules, as supplemented, modified, amended or extended from time to time in accordance with this Agreement. References to Articles, Sections and Exhibits refer to this Agreement unless otherwise stated.
- (c) Accounting terms and financial covenants will be determined, and financial information will be prepared, in compliance with GAAP as in effect on the date of performance. References to any Law, specifically or generally, will mean the Law as amended, supplemented or superseded from time to time.
- (d) The terms and conditions of this Agreement and the other City Documents are the result of arms'-length negotiations between and among sophisticated parties who were represented by counsel, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the construction and interpretation of the City Documents. The language of this Agreement will be construed as a whole according to its fair meaning.

ARTICLE 2 FUNDING.

- 2.1 <u>Funding Amount</u>. The City agrees to lend to Borrower a maximum principal amount equal to the Funding Amount in order to finance the development and construction of two hundred and twenty-one (221) Units, including one hundred (120) Units for Homeless Households, of which seventy (70) Units will be targeted to residents who qualify under the Homeless Household under NPLH Criteria, and the warm shell of the Commercial Space. Borrower acknowledges and agrees that a portion of the Funding Amount is the AHP Bridge Loan. The Funding Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement.
- 2.2 <u>Use of Funds</u>. 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 for expenses incurred by Borrower prior to November 15, 2019.

- 2.3 Accounts; Interest. Each Account to be maintained by Borrower under this Agreement will be held in a bank or savings and loan institution acceptable to the City as a segregated account that is insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program. With the exception of tenant security deposit trust accounts, Borrower will use any interest earned on funds in any Account for the benefit of the Project.
- 2.4 Records. Borrower will maintain and provide to the City upon request records that accurately and fully show the date, amount, purpose and payee of all expenditures from each Account authorized under this Agreement or by the City in writing and keep all estimates, invoices, receipts and other documents related to expenditures from each Account. In addition Borrower will provide to the City promptly following Borrower's receipt, complete copies of all monthly bank statements, together with a reconciliation, for each Account until all funds (including accrued interest) in each Account have been disbursed for eligible uses.
- 2.5 <u>Conditions to Additional Financing</u>. The City may grant or deny any application by Borrower for additional financing for the Project in its sole discretion.

2.6 Additional Requirements.

- (a) At 50% Construction Completion, Borrower will provide market data supporting the proposed rents and lease up of the various commercial uses and will evidence what will make the commercial uses community serving. For potential commercial uses and tenants, the Sponsor should refer to the Planning Department's Greater SoMa Community Facility Needs Assessment and the City's Cultural, History, Housing and Economic Sustainability Strategy Report ("CHESS Report") for the nearby cultural districts.
- (b) At 100% Construction Completion, Borrower will use commercially reasonable efforts to provide executed Letters of Intent (LOIs) with neighborhood serving commercial tenants, a commercial development budget, and a tenant improvement proforma for MOHCD review and approval.
- ARTICLE 3 <u>TERMS</u>. Borrower's repayment obligations with respect to the Funding Amount will be evidenced and governed by the Note, which will govern in the event of any conflicting provision in this Agreement.
- 3.1 <u>Maturity Date</u>. Borrower will repay all amounts owing under the City Documents on the date that is the later of (a) the <u>fifty-seventh</u> (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 (<u>55th</u>) anniversary of the Conversion Date, but in no event later than December 31, 2081 (the "Maturity Date").
- 3.2 <u>Compliance Term; Declaration of Restrictions</u>. Borrower will comply with all provisions of the City Documents relating to the use of the Site and the Project as set forth in the

Declaration of Restrictions to be recorded in the Official Records, for the period commencing on the date the Deed of Trust is recorded in the Official Records and continuing for the Life of the Project (the "Compliance Term"), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed before the end of the Compliance Term.

- 3.3 <u>Interest</u>. Except as provided in Section 3.4, the outstanding principal balance of the City Loan will bear simple interest at a rate of [three] percent ([3]%) per annum, as provided in the City Note. Except as provided in Section 3.4, no interest will be charged on the NPLH Loan.
- 3.4 <u>Default Interest Rate</u>. Upon the occurrence of an Event of Default under any City Document, the principal balance of the Loan will bear interest at the default interest rate set forth in the Note, with such default interest rate commencing as of the date an Event of Default occurs and continuing until such Event of Default is fully cured. In addition, the default interest rate will apply to any amounts to be reimbursed to the City under any City Document if not paid when due or as otherwise provided in any City Document.
- 3.5 Repayment of Principal and Interest. Except as set forth in Section 3.5.1 and Section 3.5.2 below, the outstanding principal balance of the Loan, together with all accrued and unpaid interest, if any, will be due and payable on the Maturity Date according to the terms set forth in full in the Notes.
- 3.5.1 Notification and Repayment of Excess Proceeds. Borrower will notify the City in writing within thirty (30) days after the later of the date on which Borrower receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which Borrower receives Excess Proceeds from its Limited Partner or other financing sources. Borrower will repay all Excess Proceeds to the City no later than sixty (60) days after receipt of such notification, unless the City has elected to waive such payment. The City will use such Excess Proceeds to reduce the balance of the Loan as provided in Section 4.2 of the Note.
- 3.5.2 Notification and Repayment of AHP Bridge Loan. If Borrower is awarded AHP funding for the Project, Borrower will deliver to the City a copy of the award notice of such AHP funding award no later than ten (10) days of receiving written notice, unless the City has received such written notice prior to the Agreement Date. Borrower will make a payment with respect to the AHP Bridge Loan to the City within three hundred sixty-five (365) days of the date the Borrower is awarded AHP funding; provided, however, that if Borrower is not awarded AHP funding for the Project or receives AHP funding sufficient for only partial repayment of the AHP Bridge Loan, the unpaid principal balance of the AHP Bridge Loan will be due and payable at the Maturity Date according to the terms set forth in full in the City Note.
- 3.6 <u>Changes In Funding Streams</u>. The City's agreement to make the Loan on the terms set forth in this Agreement and the Note is based in part on Borrower's projected sources and uses of all funds for the Project, as set forth in the Table of Sources and Uses. Borrower covenants to give written notice to the City within thirty (30) days of any significant changes in budgeted funding or income set forth in documents previously provided to the City. Examples of significant changes include loss or adjustments (other than regular annual adjustments) in

funding under Shelter + Care, Section 8 or similar programs but significant changes do not include a reduction in anticipated rental income or reasonable delay in lease-up of the Project.

- 3.7 <u>Failure to Provide Budgeted Supportive Services</u>. If Borrower fails to provide Supportive Services in the amount shown in the approved 20-Year Cash Flow Proforma, Borrower will provide notice to the City within 10 business days of the date the Supportive Services were terminated, which notice will include, at a minimum, a proposed plan to restore the Supportive Services within a reasonable period of time. If at the time such notice is provided, Borrower is unable to propose a feasible plan for restoring the Supportive Service, Borrower will include in the notice a detailed explanation as to the cause of the termination of Supportive Services and the reasons why it would not be feasible to restore the Supportive Services within a reasonable period of time.
- Additional City Approvals. Borrower understands and agrees that City is 3.8 entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Borrower understands and agrees that neither entry by City into this Agreement nor any approvals given by City under this Agreement will be deemed to imply that Borrower will obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Property. By entering into this Agreement, City is in no way modifying or limiting the obligations of Borrower to develop the Property in accordance with all local laws. Borrower understands that any development of the Property will require approvals, authorizations and permits from governmental agencies with jurisdiction over the Property, which may include, without limitation, the San Francisco City Planning Commission and the San Francisco Board of Supervisors. Notwithstanding anything to the contrary in this Agreement, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the Project, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts, including the "No Project" alternative; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Project.

ARTICLE 4 CLOSING; DISBURSEMENTS.

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

- 4.2 <u>Closing</u>. Unless otherwise agreed by the City and Borrower in writing, Borrower will establish an escrow account with the title company issuing the Title Policy, or any other escrow agent Borrower chooses, subject to the City's approval (the "Escrow Agent"). The parties will execute and deliver to the Escrow Agent written instructions consistent with the terms of this Agreement. In the event the escrow does not close on or before the expiration date of escrow instructions signed by the City, or any other mutually agreed date, the City may declare this Agreement to be null and void.
- 4.3 <u>Conditions Precedent to Closing</u>. The City will authorize the close of the Loan upon satisfaction of the conditions in this Section.
- (a) Borrower will have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) the City Note; (ii) the NPLH Note; (iii) this Agreement (in duplicate); (iv) the Deed of Trust; (v) the Declaration of Restrictions; (vi) the Opinion; (vii) the Authorizing Resolutions; (viii) the Developer Fee Agreement; and (ix) any other City Documents reasonably requested by the City.
- (b) Borrower will have delivered to the City: (i) Borrower's Charter Documents; and (ii) a comprehensive maintenance and operating plan for the Project duly approved by Borrower's governing body that includes, but is not limited to, plans for emergencies and emergency maintenance, vacant unit turnover, preventive maintenance and inspection schedule, and marketing and resident selection. The Charter Documents will 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.
- (c) Borrower will have delivered to the City evidence of all insurance policies and endorsements required under **Exhibit L** of this Agreement and, if requested by the City, copies of such policies.
- (d) Borrower will have delivered to the City satisfactory evidence that Borrower has obtained commitments for any additional financing that may be required for the Project, in amounts and from lenders or investors satisfactory to the City in its sole discretion.
- (e) Borrower will have delivered to the City a preliminary report on title for the Site dated no earlier than thirty (30) days before the Agreement Date.
- (f) Borrower will have submitted a "Phase I" environmental report for the Site, or any other report reasonably requested by the City, prepared by a professional hazardous materials consultant acceptable to the City.

- (g) The Declaration of Restrictions and Deed of Trust will have been recorded as valid liens in the official records of San Francisco County, subject only to the Permitted Exceptions.
- (h) The Escrow Agent will have committed to provide to the City the Title Policy in form and substance satisfactory to the City.
- 4.4 <u>Disbursement of Funds</u>. Following satisfaction of the conditions in **Section 4.3**, the City will authorize the Escrow Agent to disburse Funds as provided in the City's escrow instructions.
- 4.5 <u>Disbursements</u>. The City's obligation to approve any expenditure of Funds after Loan closing is subject to Borrower's satisfaction of the following conditions precedent.
- (a) Borrower will have delivered to the City an Expenditure Request in form and substance satisfactory to the City, together with: (i) copies of invoices, contracts or other documents covering all amounts requested; (ii) a line item breakdown of costs to be covered by the Expenditure Request; and (iii) copies of checks issued to pay expenses covered in the previous Expenditure Request. The City may grant or withhold its approval of any line item contained in the Expenditure Request that, if funded, would cause it to exceed the budgeted line item as previously approved by the City. Additionally, the City will approve all requested reallocations of Funds for line items previously approved by the City, including, but not limited to, change order approved under Section 5.3.
- (b) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, may have occurred that remains uncured as of the date of the Expenditure Request.
- (c) With respect to any Expenditure Request that covers rehabilitation or construction costs, Borrower will have certified to the City that the Project complies with the labor standards set forth in **Exhibit E**, **Section 1**, if applicable.
- (d) With respect to any Expenditure Request that covers travel expenses, Borrower's travel expenses will be reasonable and will comply with the following:
- (i) Lodging, meals and incidental expenses will not exceed the thencurrent per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: https://www.gsa.gov/portal/category/104711.
- (ii) Air transportation expenses will use fares for coach-class accommodations, provided that purchases for air travel will occur no less than one week before the travel day.
- (iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports will

not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses will not exceed then-current San Francisco taxi rates found at: https://www.sfmta.com/getting-around/taxi/taxi-rates. Ground transportation will not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.

- (iv) Miscellaneous travel expenses will not exceed Fifty Dollars (\$50.00) without prior written approval of the City.
- (v) Any Expenditure Request for travel expenses will include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

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

- (e) The Loan will be in balance.
- 4.6 <u>Loan In Balance</u>. The City may require Borrower to pay certain costs incurred in connection with the Project from sources of funds other than the Loan at any time the City determines that the Loan is out of balance. When the City is satisfied that the Loan is again in balance, the City will recommence making Disbursements for Expenditure Requests meeting the conditions set forth above.
- 4.7 Retention. In addition to the other conditions to Disbursements, Borrower acknowledges that the amount of hard costs or tenant improvements costs included in any Expenditure Request associated with rehabilitation or construction, when added to previously approved costs, may not exceed ninety percent (90%) of the approved budgeted costs on a line item basis. The remaining ten percent (10%) of approved budgeted hard costs or tenant improvement costs associated with rehabilitation or construction will be held by the City and/or other Project lenders (the "Retention") and may be released only upon satisfaction of all requirements listed in the Construction Manager's Checklist for Release of Retention included in the Contracting Manual and as follows:
- (a) <u>Early Retention Release</u>. After fifty percent (50%) of the rehabilitation or construction of the Project is complete as determined by the City, Borrower may submit a written request to the City to release up to fifty percent (50%) of the Retention, provided that the following prerequisites have been met: (i) all work required to be performed by all parties for whom the City agrees to release the Retention (the "Early Retention Release Contractors") has been completed in conformance with the terms of the applicable contract documents, the plans and specifications approved by the City and all applicable Laws; (ii) the applicable Early Retention Release Contractors have filed unconditional lien waivers satisfactory to the City;

- (iii) no liens or stop notices have been filed against the Project and no claims are pending; (iv) the City determines that the contingency is in balance and adequate to complete the Project; (v) the Project is on schedule, and (vi) Expenditure Requests will not exceed 95% of the approved budgeted costs on a line item basis.
- (b) Retention Release After Project Completion. Borrower may request disbursement of the remaining percentage amount of the Retention only upon the satisfaction of each of the following conditions, unless otherwise approved in writing by the City:
 (i) completion of rehabilitation or construction of the Project in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion; (ii) timely recordation of a notice of completion; and (iii) either expiration of the lien period and the absence of any unreleased mechanics' liens or stop notices or recordation of the lien releases of all contractors, subcontractors and suppliers who provided labor or materials for the Project.
- 4.8 <u>Limitations on Approved Expenditures</u>. The City may refuse to approve any expenditure: (a) during any period in which an event that, with notice or the passage of time or both, would constitute an Event of Default remains uncured, or during the pendency of an uncured Event of Default; or (b) for disapproved, unauthorized or improperly documented expenses. The City is not obligated to approve expenditure of the full Funding Amount unless approved Expenditure Requests support disbursement of the full Funding Amount, and in no event may the aggregate amount of all Funds disbursed to Borrower under this Agreement exceed the Funding Amount.

ARTICLE 5 DEMOLITION, REHABILITATION OR CONSTRUCTION.

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

- <u>Plans and Specifications</u>. Before starting any demolition, rehabilitation or construction on the Site, Borrower will have delivered to the City, and the City will have reviewed and approved, plans and specifications and the construction contract for the Project entered into between Borrower and Borrower's general contractor and approved by the City (the "Construction Contract"). The plans approved by the City will also be approved by the City and County of San Francisco's Department of Building Inspection (the "Department of Building Inspection") (collectively, the "Approved Plans") prior to the start of any demolition, rehabilitation or construction on the Site. The Approved Plans will be explicitly identified in the Construction Contract. The specifications approved by the City, including the funder requirements and the technical specifications (the "Approved Specifications") will also be explicitly identified in the Construction Contract. The Construction Contract may include funder requirements not otherwise addressed in the Approved Specifications. After completion of the Project, Borrower will retain the Approved Plans as well as "as-built" plans for the Project, the Approved Specifications and the Construction Contract, all of which Borrower will make available to the City upon request. The City hereby approves the Construction Contract and plans and specifications for the Project provided to the City as of the Agreement Date.
- Change Orders. Borrower may not approve or permit any change orders to the plans and specifications approved by the City without the City's prior written consent. Borrower will provide adequate and complete backup documentation for analysis of the appropriateness of the change order request to the City. Such backup documentation will include confirmation that the requested change order has been reviewed, vetted/negotiated and accepted by (with modifications where appropriate) the Borrower and architect/engineer prior to submission to the City. The City will provide any questions, comments or requests for additional information to Borrower within five (5) business days of receipt of a change order request. In the event the City requests further information, the period will be extended by five (5) business days from receipt of that information. City will promptly review and approve or disapprove of a change order request within ten (10) business days of a complete submission by Borrower. In the event the City fails to approve or disapprove the change order request within such ten (10) business day period, the change order will be deemed approved. If the City denies a change order request, it will specify the reasons for the denial in writing. Borrower will submit on a monthly basis, or as requested by MOHCD, a contingency balance report (in Excel format or equivalent) which documents all change orders as approved, pending, or under review. Borrower acknowledges that the City's approval of any change order will not constitute an agreement to amend the Table of Sources and Uses or to provide additional Funds for the Project, unless the City agrees in its sole discretion to amend the Table of Sources and Uses or provide additional Funds for that purpose.
- 5.4 <u>Insurance, Bonds and Security.</u> Before starting any demolition, rehabilitation or construction on the Site, Borrower will deliver to the City insurance endorsements and bonds as described in **Exhibit L**. At all times, Borrower will take prudent measures to ensure the security of the Site.
- 5.5 <u>Notice to Proceed.</u> No demolition, rehabilitation or construction may commence until Borrower has issued a written notice to proceed with the City's approval.

- 5.6 <u>Commencement and Completion of Project</u>. Unless otherwise extended in writing by the City, Borrower will: (a) commence demolition, rehabilitation or construction by a date no later than <u>July 13, 2022</u>; (b) complete demolition, rehabilitation or construction by a date no later than <u>December 31, 2024</u>, in accordance with the plans and specifications approved by the City, as evidenced by a certificate of occupancy or equivalent certification provided by the City's Department of Building Inspection, and an architect's or engineer's certificate of completion (the "Completion Date"); and (c) achieve occupancy of one hundred percent (100%) of the Units by a date no later than <u>September 30, 2025</u>.
- 5.7 <u>Rehabilitation/Construction Standards</u>. All rehabilitation or construction will be performed in a first class manner, substantially in accordance with final plans and specifications approved by the City, as such may have been modified in accordance with Section 5.3, and in accordance with all applicable codes.

ARTICLE 6 MARKETING.

- 6.1 Marketing and Tenant Selection Plan. No later than twelve (12) months before the Completion Date, Borrower will deliver to the City for the City's review and approval an affirmative plan for initial and ongoing marketing of the Units and a written Tenant selection procedure for initial and ongoing renting of the Units based on MOHCD's then-current form of marketing and tenant selection plan (the "Marketing and Tenant Selection Plan"), all in compliance with the restrictions set forth in **Exhibit A** and in form and substance acceptable to the City. Borrower will obtain the City's approval of reasonable alterations to the Marketing and Tenant Selection Plan. Borrower will market and rent the Units in the manner set forth in the Marketing and Tenant Selection Plan, as approved by the City.
- 6.2 <u>Affirmative Marketing and Tenant Selection Plan Requirements</u>. Borrower's Marketing and Tenant Selection Plan will address how Borrower intends to market vacant Units and any opportunity for placement on the Waiting List, as defined in 6.5. The Marketing and Tenant Selection Plan will include as many of the following elements as are appropriate to the Project, as determined by the City:
- (a) A reasonable accommodations policy that indicates how Borrower intends to market Units to disabled individuals, including an indication of the types of accessible Units in the Project, the procedure for applying, and a policy giving disabled individuals a priority in the occupancy of accessible Units.
- (b) A plan that satisfies the requirement to give preference in occupying units in accordance with the Preferences and Lottery Manual and the Preferences Ordinance. Notwithstanding the foregoing, in the event of a conflict between these provisions and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated therewith, the provisions of such Section 42 (and the applicable regulations) shall control.

- (c) Advertising in local neighborhood newspapers, community-oriented radio stations, on the internet and in other media that are likely to reach low-income households. All advertising will display the Equal Housing Opportunity logo.
- (d) Notices to neighborhood-based, nonprofit housing corporations and other low-income housing advocacy organizations that maintain waiting lists or make referrals for below-market-rate housing.
 - (e) Notices to SFHA.
 - (f) Notices to MOHCD.
- (g) To the extent practicable, without holding Units off the market, the community outreach efforts listed above will take place before advertising vacant Units or open spots on the Waiting List to the general public.
- (h) An acknowledgement that, with respect to vacant Units, the marketing elements listed above will only be implemented if there are no qualified applicants interested or available from the Waiting List.
- (i) Borrower will use access points and accept referrals from HSH or its successor agencies.
 - (i) NPLH population targeting requirements for the 70 NPLH units.
 - 6.3 Marketing and Tenant Selection Plan & Tenant Screening Criteria Requirements:
- (a) Borrower's Marketing and Tenant Selection Plan will comply with the requirements of the Tenant Selection Plan Policy as set forth in the attached <u>Exhibit H</u>. The Marketing and Tenant Selection Plan will be kept on file at the Project at all times.
- (b) Borrower's tenant screening criteria will comply with the Tenant Screening Criteria Policy set forth in the attached Exhibit I.
- 6.4 <u>Marketing Records</u>. Borrower will keep records of: (a) activities implementing the Marketing and Tenant Selection Plan; (b) advertisements; and (c) other community outreach efforts.
- 6.5 <u>Waiting List</u>. Borrower's Marketing and Tenant Selection Plan must contain, at a minimum, policies and criteria that provide for the selection of tenants from a written waiting list that complies with the Marketing and Tenant Selection Plan (the "Waiting List"). The Marketing and Tenant Selection Plan may allow an applicant to refuse an available Unit for good cause without losing standing on the Waiting List but shall limit the number of refusals without cause as approved by the City. Borrower shall at all times maintain the Waiting List. Upon the vacancy of any Unit, Borrower shall first attempt to select the new Tenant for such Unit from the

Waiting List, and shall only market the Unit to the general public after determining that no applicants from the Waiting List qualify for such Unit. The Waiting List must be kept on file at the Project at all times.

ARTICLE 7 AFFORDABILITY AND OTHER LEASING RESTRICTIONS.

7.1 <u>Term of Leasing Restrictions</u>. Borrower acknowledges and agrees that the covenants and other leasing restrictions set forth in this Article will remain in full force and effect: (a) for the Compliance Term and survive the prior repayment or other satisfaction of the Loan, termination of this Agreement or reconveyance of the Deed of Trust; (b) for any Unit that has been subject to a regulatory agreement with TCAC, for a period ending three (3) years after the date of any transfer of the Project by foreclosure or deed-in-lieu of foreclosure; and (c) with respect to any Unit occupied by a Qualified Tenant at expiration of either the Compliance Term or the 3-year period referred to in **Subsection (b)** above, until the Qualified Tenant voluntarily vacates his/her Unit or is evicted lawfully for just cause. The requirements to comply with the provisions of Internal Revenue Code Section 42, including Section 42(h)(6)(E)(ii), are hereby acknowledged.

7.2 Borrower's Covenant.

- (a) Borrower covenants to rent all Units (except one Unit reserved for the manager of the Project) at all times to households certified as Qualified Tenants at initial occupancy, as set forth in **Exhibit A**. In addition, one hundred twenty (120) Units will be rented to Homeless Households during the period in which the City's Local Operating Subsidy Program is in operation and the City provides the Local Operating Subsidy to the Project, of which seventy (70) Units will be targeted to residents who qualify under the Homeless Household under NPLH Criteria.
- (b) A Tenant who is a Qualified Tenant at initial occupancy may not be required to vacate the Unit due to subsequent rises in household income, except as provided in **Section 7.3**. After the over-income Tenant vacates the Unit, the vacant Unit will be rented only to Qualified Tenants as provided in this **Article 7**.

7.3 Rent Restrictions.

- (a) Rent charged to each Qualified Tenant may not exceed the amounts set forth in **Exhibit A**, *provided that* Rents may be adjusted annually, subject to the limitations below.
- (b) Subject to the Hold Harmless Policy, rents for all Units may be increased once annually up to the maximum monthly rent by unit type as published by MOHCD.
- (c) With the City's prior written approval, Rent increases for Units exceeding the amounts permitted under **Section 7.3(b)** may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no event may single or aggregate increases exceed ten percent (10%) per year unless such an increase is contemplated in a City-

approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the maximum Rent permitted under **Section 7.3(a)**. City approval for such Rent increases that are necessary to meet all approved Project Expenses will not be unreasonably withheld.

- (d) For any Qualified Tenant participating in a Rent or operating subsidy program where the Rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program. There is no limit on the increase/decrease in Rent charged under this provision, as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**. There is no limit on the number of Rent adjustments that can be made in a year under this provision.
- (e) For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, there is no limit on the increase in Rent charged as long as it does not exceed the maximum Rent permitted under **Section 7.3(a)**.
- (f) Unless prohibited under any applicable Laws, including without limitation Section 42 of the Internal Revenue Code of 1986, as amended, if the household income of a Qualified Tenant exceeds the maximum permissible income during occupancy of a Unit, then, upon no less than thirty (30) days' prior written notice to the Tenant or as otherwise required under the Tenant's lease or occupancy agreement, Borrower may adjust the charges for Rent for the previously Qualified Tenant to be equal to thirty percent (30%) of the Tenant's adjusted household income. Rents charged under this provision may exceed the Maximum Rent permitted under **Section 7.3(a)**.

7.4 Certification.

- (a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project will be required to sign and deliver to Borrower a certification in the form shown in **Exhibit C** in which the prospective Qualified Tenant certifies that he/she or his/her household qualifies as a Qualified Tenant. In addition, each person will be required to provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective Tenant's income. Certifications provided to and accepted by the SFHA will satisfy this requirement.
- (b) Borrower will require each Qualified Tenant in the Project to recertify on an annual basis his/her household income.
- (c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year will be maintained on file at Borrower's principal office, and Borrower will file or cause to be filed copies thereof with the City promptly upon request by the City.
- 7.5 <u>Form of Lease</u>. The form of lease for Tenants will provide for termination of the lease and consent to immediate eviction for failure to: (i) qualify as a Qualified Tenant if the Tenant has made any material misrepresentation in the initial income certification, or (ii) submit

to Borrower an annual recertification of income. The initial term of the lease will be for a period of not less than one (1) year. Borrower will not terminate the tenancy or refuse to renew any lease of a Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Laws or other good cause. Any termination or refusal to renew the lease for a Unit will be preceded by not less than thirty (30) days' written notice to the Tenant specifying the grounds for the action.

- 7.6 <u>Nondiscrimination</u>. Borrower agrees not to discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.
- 7.7 <u>Security Deposits</u>. Security deposits may be required of Tenants only in accordance with applicable state law and this Agreement. Borrower will segregate any security deposits collected from all other funds of the Project in an Account held in trust for the benefit of the Tenants and disbursed in accordance with California law. The balance in the trust Account will at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits returned to Tenants.

ARTICLE 8 MAINTENANCE AND MANAGEMENT OF THE PROJECT.

8.1 <u>Borrower's Responsibilities.</u>

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

8.2 Contracting With Management Agent.

- (a) Borrower may contract or permit contracting with a management agent for the performance of the services or duties required in **Section 8.1(a)**, subject to the City's prior written approval of both the management agent and, at the City's discretion, the management contract between Borrower and the management agent, *provided*, *however*, that the arrangement will not relieve Borrower of responsibility for performance of those duties. Any management contract will contain a provision allowing Borrower to terminate the contract without penalty upon no more than thirty (30) days' notice. As of the Agreement Date, the City has approved Mercy Housing Management Group as Borrower's management agent, subject to approval of the management contract.
- (b) The City will provide written notice to Borrower of any determination that the contractor performing the functions required in **Section 8.1(a)** has failed to operate and manage the Project in accordance with this Agreement. If the contractor has not cured the failure within a reasonable time period, as determined by the City, Borrower will exercise its right of termination immediately and make immediate arrangements for continuous and continuing performance of the functions required in **Section 8.1(a)**, subject to the City's approval.
- 8.3 <u>Borrower Management</u>. Borrower may manage the Project itself only with the City's prior written approval. The City will provide written notice to Borrower of any determination that Borrower has failed to operate and manage the Project in accordance with this Agreement, in which case, the City may require Borrower to contract or cause contracting with a management agent to operate the Project, or to make other arrangements the City deems necessary to ensure performance of the functions required in **Section 8.1(a)**.

ARTICLE 9 GOVERNMENTAL APPROVALS AND REQUIREMENTS.

- 9.1 <u>Approvals</u>. Borrower covenants that it has obtained or will obtain in a timely manner and comply with all federal, state and local governmental approvals required by Law to be obtained for the Project. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.
- 9.2 <u>Borrower Compliance</u>. Borrower will comply, and where applicable, require its contractors to comply, with all applicable Laws governing the use of Funds for the construction, rehabilitation and/or operation of the Project, including those set forth in **Exhibit E** and **Exhibit L**. Borrower acknowledges that its failure to comply with any of these requirements will constitute an Event of Default under this Agreement. Subject to **Section 17.2**, this Section does not prohibit Borrower from contesting any interpretation or application of Laws in good faith and by appropriate proceedings.

ARTICLE 10 PROJECT MONITORING, REPORTS, BOOKS AND RECORDS.

10.1 Generally.

- (a) Borrower understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Borrower acknowledges that the City may also conduct periodic on-site inspections of the Project. Borrower will cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.
- (b) Borrower will keep and maintain books, records and other documents relating to the receipt and use of all Funds, including all documents evidencing any Project Income and Project Expenses. Borrower will maintain records of all income, expenditures, assets, liabilities, contracts, operations, tenant eligibility and condition of the Project. All financial reports will be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- (c) Borrower will provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.
- Monthly Project Update") describing progress toward developing the Project with respect to obtaining necessary approvals from other City departments, procuring architects, consultants and contractors, changes in scope, cost or schedule and significant milestones achieved in the past month and expected to be achieved in the coming month. The MOHCD Monthly Project Update will be submitted by email in substantially the form requested by MOHCD until such time as the Project Completion Report is submitted to the City pursuant to **Section 10.5** below.

10.3 Annual Reporting.

- (a) From and after the Completion Date, Borrower will file with the City annual report forms (the "Annual Monitoring Report") that include audited financial statements with an income and expense statement for the Project covering the applicable reporting period, a statement of balances, deposits and withdrawals from all Accounts, line item statements of Project Expenses, Project Income, Partnership Fees (if any), Residual Receipts and any Distributions made, evidence of required insurance, a description of marketing activities and a rent roll, no later than one hundred fifty (150) days after the end of Borrower's fiscal year. The Annual Monitoring Report will be in substantially the form attached as **Exhibit G** or as later modified during the Compliance Term.
- (b) If the source of Funds is Federal Funding, Borrower will also provide an annual accounting of program income, as defined in applicable federal regulations.
- 10.4 <u>Capital Needs Assessment</u>. In accordance with the CNA Policy, Borrower will deliver to MOHCD an updated CNA every five (5) years after the Completion Date for approval.
- 10.5 <u>Project Completion Report</u>. Within the specific time periods set forth below after the completion of rehabilitation or construction, the lease-up and/or permanent financing of the Project, as applicable, Borrower will provide to the City the reports listed below certified by Borrower to be complete and accurate. Subsequent to the required submission of the reports listed below, Borrower will provide to the City information or documents reasonably requested by the City to assist in the City's review and analysis of the submitted reports:
- (a) within <u>ninety</u> (90) days after the Completion Date, a draft cost certification (or other similar project audit) performed by an independent certified public accountant identifying the sources and uses of all Project funds including the Funds;
- (b) within one hundred-eighty (180) days after the Completion Date, a report on compliance with the applicable requirements under **Section 5.1** of this Agreement, including the type of work and the dollar value of such work;
- (c) within <u>ninety</u> (90) days after the Completion Date, a report demonstrating compliance with all requirements regarding relocation, including the names of all individuals or businesses occupying the Site on the date of the submission of the application for Funds, those moving in after that date, and those occupying the Site upon completion of the Project.
- 10.6 <u>Response to Inquiries</u>. At the request of the City, its agents, employees or attorneys, Borrower will respond promptly and specifically to questions relating to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, the status of any mortgage encumbering the Project and any other requested information with respect to Borrower or the Project.

- 10.7 <u>Delivery of Records</u>. At the request of the City, made through its agents, employees, officers or attorneys, Borrower will provide the City with copies of each of the following documents, certified in writing by Borrower to be complete and accurate:
- (a) all tax returns filed with the United States Internal Revenue Service, the California Franchise Tax Board and/or the California State Board of Equalization on behalf of Borrower and any general partner or manager of Borrower;
- (b) all certified financial statements of Borrower and, if applicable, its general partner or manager, the accuracy of which will be certified by an auditor satisfactory to the City; and
- (c) any other records related to Borrower's ownership structure and the use and occupancy of the Site.
- Borrower's obligations under Sections 2.4, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7 and any other obligations to provide reports or maintain records in any City Document, Borrower agrees that duly authorized representatives of the City will have: (a) access to the Project throughout the Compliance Term to monitor the progress of work on the Project and compliance by Borrower with the terms of this Agreement; and (b) access to and the right to inspect, copy, audit and examine all books, records and other documents Borrower is required to keep at all reasonable times, following reasonable notice, for the retention period required under Section 10.9.
- 10.9 <u>Records Retention</u>. Borrower will retain all records required for the periods required under applicable Laws.

ARTICLE 11 <u>USE OF INCOME FROM OPERATIONS</u>.

11.1 Project Operating Account.

- (a) Borrower will deposit all Project Income promptly after receipt into a segregated depository account (the "Project Operating Account") established exclusively for the Project. Withdrawals from the Project Operating Account may be made only in accordance with the provisions of this Agreement and the approved Annual Operating Budget, as it may be revised from time to time with the City's approval. Borrower may make withdrawals from the Project Operating Account solely for the payment of Project Expenses and Project Fees. Withdrawals from the Project Operating Account (including accrued interest) for other purposes may be made only with the City's express prior written approval.
- (b) Borrower will keep accurate records indicating the amount of Project Income deposited into and withdrawn from the Project Operating Account and the use of Project Income. Borrower will provide copies of the records to the City upon request.

ARTICLE 12 REQUIRED RESERVES.

12.1 Replacement Reserve Account.

- (a) Commencing no later than the Conversion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing replacement reserve depository account (the "Replacement Reserve Account"). On or before the 15th day of each month following establishment of the Replacement Reserve Account, Borrower will make monthly deposits from Project Income into the Replacement Reserve Account in the amount necessary to meet the requirements of this Section. The City may review the adequacy of deposits to the Replacement Reserve Account periodically and require adjustments as it deems necessary. All reserves held by any lenders or equity providers with respect to the Project will be credited toward the applicable City reserve requirement hereunder on a dollar for dollar basis.
- (b) Monthly deposits will equal the lesser of: (i) 1/12th of 0.6% of Replacement Cost; or (ii) 1/12th of the following amount: \$110,500. After the Project's first five (5) years of operation, Borrower may request adjustments every five (5) years based on its most recently approved CNA.
- (c) Borrower may withdraw funds from the Replacement Reserve Account solely to fund capital improvements for the Project, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Project that are reasonably required to preserve the Project. Borrower may not withdraw funds (including any accrued interest) from the Replacement Reserve Account for any other purpose without the City's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

12.2 Operating Reserve Account.

- (a) Commencing no later than the Conversion Date, or any other date the City designates in writing, Borrower will establish or cause to be established a segregated interest-bearing operating reserve depository account (the "Operating Reserve Account") by depositing funds in an amount equal to fifty percent (50%) of the approved budget for Project Expenses for the first full year of operation of the Project. The City may review the adequacy of deposits to the Operating Reserve Account periodically and require adjustments as it deems necessary. All reserves held by any lenders or equity providers with respect to the Project will be credited toward the applicable City reserve requirement hereunder on a dollar for dollar basis.
- (b) No less than annually after establishing the Operating Reserve Account and continuing until the Compliance Term has expired, Borrower will make additional deposits, if necessary, to bring the balance in the Operating Reserve Account to an amount equal to twenty-five percent (25%) of the prior year's actual Project Expenses, as allowable by Project Income.
- (c) Borrower may withdraw funds from the Operating Reserve Account solely to alleviate cash shortages resulting from unanticipated and unusually high maintenance

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

ARTICLE 13 DISTRIBUTIONS.

- 13.1 <u>Definition</u>. "Distributions" refers to cash or other benefits received as Project Income from the operation of the Project and available to be distributed to Borrower or any party having a beneficial interest in the Project, but does not include reasonable payments for property management, asset management or other services performed in connection with the Project.
- Exhibit B-2 includes projections of annual Distributions. Exhibit B-2 is not intended to impose limits on the amounts to be annually distributed. Distributions for a particular fiscal year may be made only following: (a) City approval of the Annual Monitoring Report submitted for that year; (b) the City's determination that Borrower is not in default under this Agreement or any other agreement entered into with the City and County of San Francisco or the City for the Project; and (c) the City's determination that the amount of the proposed Distribution satisfies the conditions of this Agreement. The City will be deemed to have approved Borrower's written request for approval of a proposed Distribution unless the City delivers its disapproval or request for more information to Borrower within thirty (30) business days after the City's receipt of the request for approval.
- 13.3 <u>Prohibited Distributions</u>. No Distribution may be made in the following circumstances:
- (a) when a written notice of default has been issued by any entity with an equitable or beneficial interest in the Project and the default is not cured within the applicable cure periods; or
- (b) when the City determines that Borrower or Borrower's management agent has failed to comply with this Agreement; or
- (c) if required debt service on all loans secured by the Project and all operating expenses have not been paid current; or
- (d) if the Replacement Reserve Account, Operating Reserve Account or any other reserve account required for the Project is not fully funded under this Agreement; or
- (e) if the Loan is to be repaid from Residual Receipts, Borrower failed to make a payment when due on a Payment Date and the sum remains unpaid; or
- (f) during the pendency of an uncured Event of Default (including Borrower's failure to provide its own funds at any time the City determines the Loan is out of balance) under any City Document.

a Distribution is not inconsistent with any other financing agreement for the Project, and subject to the limitations in this Article, with the City's prior written approval Borrower may retain and distribute 50% of Residual Receipts to pay deferred development fee in lieu of using them to repay the Loan in an amount consistent with the Residual Receipts Policy attached hereto as **Exhibit P**, until the earlier of (i) the fifteenth (15th) anniversary of the first Payment Date; or (ii) the payment in full of the deferred development fee in the approved amount payable by the Borrower to Developer pursuant to the Development Agreement by and between the Borrower and Developer. Borrower acknowledges that the City may withhold its consent to a Distribution in any year in which Residual Receipts are insufficient to meet Borrower's payment obligations under the City Note.

ARTICLE 14 SYNDICATION PROCEEDS.

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

ARTICLE 15 DEVELOPER FEES.

- 15.1 <u>Amount</u>. The City has approved the payment of development fees to the Developer in an amount not to exceed <u>Four Million Thirty-Five Thousand</u> and No/100 Dollars (\$4,035,000.00) for developing the Project ("Developer Fees"), subject to the Developer Fee Policy and the terms and conditions set forth in full in the Developer Fee Agreement between the City and Developer.
- 15.2 <u>Fee Payment Schedule</u>. Developer will receive payment of the Developer Fees pursuant to Section 2(b) of the Developer Fee Agreement, provided, however, if there is any conflict between the Partnership Development Fee Agreement and the Developer Fee Agreement, the Partnership Development Fee Agreement will control.

ARTICLE 16 TRANSFERS.

16.1 Permitted Transfers/Consent. Borrower will not cause or permit any voluntary transfer, assignment or encumbrance of its interest in the Site or Project or of any ownership interests in Borrower, or lease or permit a sublease on all or any part of the Project, other than:

(a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion; (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity or is the manager of a limited

liability company that is the sole general partner or manager of that entity; (d) transfers of the general partnership or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project; (f) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project where such agreement has been previously approved in writing by the City; (g) to remove or replace the General Partner in accordance with the terms of the Partnership Agreement, a transfer of any general partnership interest to a new general partner approved in advance by the City; or (h) as provided in Section 16.2 (Transfer of Commercial Space) below. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

Transfer of Commercial Space. On or before the Conversion Date, Borrower may transfer the Commercial Space to an affiliated entity organized to own the Commercial Space, as reasonably approved by the City (the "Affiliated Commercial Owner"), and the City and the Borrower will amend the City Documents to the extent necessary to provide that the Loan applies to and the Deed of Trust and Declaration of Restrictions encumbers only the Residential Parcel, and the Affiliated Commercial Owner and the City will enter into a commercial ground lease pursuant to MOHCD's Commercial Underwriting Guidelines. Concurrently with execution of the ground lease for the Commercial Space with the Affiliated Commercial Owner, the City and the Affiliated Commercial Owner will enter into a loan agreement, and the Affiliated Commercial Owner will execute a Note and Deed of Trust on the same terms as set forth in the applicable City Documents (except as may be inapplicable to the Commercial Space) for a loan in an amount equal to the total costs incurred by the Borrower to complete the Commercial Space, projected to be \$_______, as set forth in Exhibit B-1, which amount will be subtracted from the amount due under the Note due from Borrower to the City.

ARTICLE 17 INSURANCE AND BONDS; INDEMNITY.

- 17.1 <u>Borrower's Insurance</u>. Subject to approval by the City's Risk Manager of the insurers and policy forms, Borrower will procure and keep in effect, and cause its contractors and subcontractors to obtain and maintain at all times during any work or construction activities on the Site, the insurance and bonds as set forth in **Exhibit L** from the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County until the expiration of the Compliance Term at no expense to the City.
- 17.2 <u>Borrower's Indemnity Obligations</u>. Borrower will indemnify, protect, defend and hold harmless each of the Indemnitees from and against any and all Losses arising out of:
 (a) any default by Borrower in the observance or performance of any of Borrower's obligations under the City Documents (including those covenants set forth in **Article 18** below); (b) any failure of any representation by Borrower to be correct in all respects when made; (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Site

or the Project, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction, rehabilitation or maintenance or any other condition or otherwise; (d) any claim of any surety in connection with any bond relating to the construction or rehabilitation of any improvements or offsite improvements; (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee that relates to or arises out of the City Documents, the Loan, the Site or the Project or any transaction contemplated by, or the relationship between Borrower and the City or any action or inaction by the City under, the City Documents; (f) the occurrence, until the expiration of the Compliance Term, of any Environmental Activity or any failure of Borrower or any other person to comply with all applicable Environmental Laws relating to the Project or the Site; (g) the occurrence, after the Compliance Term, of any Environmental Activity resulting directly or indirectly from any Environmental Activity occurring before the expiration of the Compliance Term; (h) any liability of any nature arising from Borrower's contest of or relating to the application of any Law, including any contest permitted under Sections 9.1, 9.2 and 18.2; or (i) any claim, demand or cause of action, or any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency, whether meritorious or not, that directly or indirectly relates to, arises from or is based on the occurrence or allegation of any of the matters described in clauses (a) through (h) above, provided that no Indemnitee will be entitled to indemnification under this Section for matters caused solely by its own gross negligence or willful misconduct.

- Duty to Defend. Borrower acknowledges and agrees that its obligation to defend the Indemnitees under Section 17.2: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 17.2, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Borrower by the Indemnitee and continues at all times thereafter. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any Loss for which Borrower has indemnified the Indemnitees, upon written notice, Borrower will answer and otherwise defend the action or proceeding using counsel approved in writing by the Indemnitee at Borrower's sole expense. Each Indemnitee will have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the matters covered by this Agreement. The Indemnitee will give Borrower prompt notice of any Loss and Borrower has the right to defend, settle and compromise any such Loss; provided, however, that the Indemnitee has the right to retain its own counsel at the expense of Borrower if representation of such Indemnitee by the counsel retained by Borrower would be inappropriate due to conflicts of interest between such Indemnitee and Borrower. An Indemnitee's failure to notify Borrower promptly of any Loss does not relieve Borrower of any liability to such Indemnity under Section 17.2, unless such failure materially impairs Borrower's ability to defend such Loss. Borrower will seek the Indemnified Party's prior written consent to settle or compromise any Loss if Borrower contends that such Indemnitee shares in liability with respect thereto.
- 17.4 <u>No Limitation</u>. Borrower's obligations under **Section 17.2** are not limited by the insurance requirements under this Agreement.

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

ARTICLE 18 HAZARDOUS SUBSTANCES.

- Borrower's Representations. Borrower represents and warrants to the City that, to the best of Borrower's actual knowledge, without independent investigation or inquiry as of the Agreement Date, the following statements are true and correct except as disclosed in the Phase I Environmental Site Assessment performed by Langan Engineering and Environmental Services and dated October 2020 and the Phase II Environmental Site Assessment performed by Langan Engineering and Environmental Services and dated January 2021 or otherwise in writing: (a) the Site is not in violation of any Environmental Laws; (b) the Site is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Substances, except in limited quantities customarily used in residences and offices and in compliance with Environmental Laws; (c) the Site does not consist of any landfill or contain any underground storage tanks; (d) the improvements on the Site do not consist of any asbestoscontaining materials or building materials that contain any other Hazardous Substances; (e) no release of any Hazardous Substances in the improvements on the Site has occurred or in, on, under or about the Site; and (f) the Site is not subject to any claim by any Governmental Agency or third party related to any Environmental Activity or any inquiry by any Governmental Agency (including the California Department of Toxic Substances Control and the Regional Water Quality Control Board) with respect to the presence of Hazardous Substances in the improvements on the Site or in, on, under or about the Site, or the migration of Hazardous Substances from or to other real property.
- 18.2 <u>Covenant</u>. Unless the City otherwise consents in writing, at all times from and after the date of this Agreement, at its sole expense, Borrower will: (a) comply with all applicable Environmental Laws relating to the Site and the Project, and not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Laws or that is not customary and incidental to the intended use of the Site, *provided that* nothing contained in this Section will prevent Borrower from contesting, in good faith and by appropriate proceedings, any interpretation or application of Environmental Laws; and (b) deliver to the City notice of the discovery by Borrower of any event rendering any representation contained in this Section incorrect in any respect promptly following Borrower's discovery.
- 18.3 <u>Survival</u>. Borrower and City agree that this Article 18 is intended as City's written request for information (and Borrower's response) concerning the environmental condition of the Site as security as required by California Code of Civil Procedure § 726.5; and each provision in this Article (together with any indemnity applicable to a breach of any such provision) with respect to the environmental condition of the Site as security is intended by City and Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure § 736, and as such it is expressly understood that Borrower's duty to indemnify City hereunder will survive: (a) any judicial or non-judicial foreclosure under the Deed of Trust, or

transfer of the Property in lieu thereof, (b) the release and reconveyance or cancellation of the Deed of Trust; and (c) the satisfaction of all of Borrower's obligation under the City Documents.

ARTICLE 19 DEFAULT.

- 19.1 <u>Event of Default</u>. Any material breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the City Documents that remains uncured upon the expiration of any applicable notice and cure periods contained in any City Document will constitute an "Event of Default," including the following:
- (a) Borrower fails to make any payment required under this Agreement within ten (10) days after the date when due; or
- (b) Any lien is recorded against all or any part of the Site or the Project without the City's prior written consent, whether prior or subordinate to the lien of the Deed of Trust or Declaration of Restrictions, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or
- (c) Borrower fails to perform or observe any other term, covenant or agreement contained in any City Document, and the failure continues for thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or
- (d) Any representation or warranty made by Borrower in any City Document proves to have been incorrect in any material respect when made; or
- (e) All or a substantial or material portion of the improvements on the Site is damaged or destroyed by fire or other casualty, and the City has determined upon restoration or repair that the security of the Deed of Trust has been impaired or that the repair, restoration or replacement of the improvements in accordance with the requirements of the Deed of Trust is not economically practicable or is not completed within two (2) years of the receipt of insurance proceeds; or all or a substantial or material portion of the improvements is condemned, seized or appropriated by any non-City Governmental Agency or subject to any action or other proceeding instituted by any non-City Governmental Agency for any purpose with the result that the improvements cannot be operated for their intended purpose; or
- (f) Borrower is dissolved or liquidated or merged with or into any other entity; or, if Borrower is a corporation, partnership, limited liability company or trust, Borrower ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten

- (10) days; or, if Borrower is an individual, Borrower dies or becomes incapacitated; or all or substantially all of the assets of Borrower are sold or otherwise transferred except as permitted under **Section 16.1**; or
- (g) Without the City's prior written consent, Borrower assigns or attempts to assign any rights or interest under any City Document, whether voluntarily or involuntarily, except as permitted under **Article 16**; or
- (h) Without the City's prior written consent, Borrower voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Borrower or of its right, title or interest in the Project or the Site except as permitted under **Article 16**; or
- (i) Without the City's prior written consent, Borrower transfers, or authorizes the transfer of, funds in any Account required or authorized under this Agreement; or
- (j) Either the Deed of Trust or the Declaration of Restrictions ceases to constitute a valid and indefeasible perfected lien on the Site and improvements, subject only to Permitted Exceptions; or
- (k) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for Borrower or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to Borrower or to all or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Site, the improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or
- (l) Any material adverse change occurs in the financial condition or operations of Borrower, such as a loss of services funding or rental subsidies, that has a material adverse impact on the Project; provided that, if the Borrower provides an alternate funding source to cover a loss of funding or rental subsidy that is reasonably satisfactory to the City, a material adverse impact shall not be deemed to have occurred; or
- (m) Borrower fails to make any payments or disbursements required to bring the Loan in balance after the City determines that the Loan is out of balance; or

- (n) Before a certificate of occupancy or equivalent certification is issued for the Project, Borrower ceases rehabilitation or construction of the Project for a period of twenty-five (25) consecutive calendar days, and the cessation is not excused under **Section 19.3**; or
- (o) Borrower is in default of its obligations with respect to the Ground Lease or any funding obligation (other than the Loan) for the Project, and the default remains uncured following the expiration of any applicable cure periods; or
- (p) Borrower is in default of its obligations under any other material agreement entered into with the City and County of San Francisco, and the default remains uncured following the expiration of any applicable cure periods.

The limited partner of Borrower shall be entitled to cure any default described in this Section 19.1 on behalf of Borrower, and the City shall accept such cure on the same terms as cure by Borrower.

- 19.2 <u>Remedies</u>. During the pendency of an uncured Event of Default, the City may exercise any right or remedy available under this Agreement or any other City Document or at law or in equity. All of the City's rights and remedies following an Event of Default are cumulative, including:
- (a) The City at its option may declare the unpaid principal balance of the Notes, together with default interest as provided in the Notes and any other charges due under the Notes and the other City Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Borrower expressly waives.
- (b) The City at its option may terminate all commitments to make Disbursements or to release the Site from the Deed of Trust or Declaration of Restrictions, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Site from the Deed of Trust or Declaration of Restrictions upon terms and conditions satisfactory to the City in its sole discretion.
- (c) The City may perform any of Borrower's obligations in any manner, in the City's reasonable discretion.
- (d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Project and enter into contracts and take any other action the City deems appropriate to complete or construct all or any part of the improvements, subject to modifications and changes in the Project the City deems appropriate.
- (e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Borrower's noncompliance with this Agreement.

- (f) Upon the occurrence of an Event of Default described in **Section 19.1(k)**, the unpaid principal balance of the Notes, together with default interest as provided in the Notes and any other charges due under the Notes and the other City Documents, will become due and payable automatically.
- (g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Project will be deemed to constitute a portion of the principal balance of the Notes, even if it causes the principal balance to exceed the face amount of the Notes, unless Borrower reimburses the City within ten (10) days of the City's demand for reimbursement.
- 19.3 Force Majeure. The occurrence of any of the following events will excuse performance of any obligations of the City or Borrower rendered impossible to perform while the event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes for either; governmental restrictions, regulations or controls, including, but not limited to, government health orders related to a pandemic or epidemic; judicial orders; enemy or hostile governmental actions; civil commotion; fire or other casualty and other causes beyond the control of the party obligated to perform. The occurrence of a force majeure event will excuse Borrower's performance only in the event that Borrower has provided notice to the City within thirty (30) days after the occurrence or commencement of the event or events, and Borrower's performance will be excused for a period ending thirty (30) days after the termination of the event giving rise to the delay.
- 19.4 <u>City's Recourse</u>. The City's recourse against Borrower following an Event of Default is limited as set forth more specifically in the Notes.

ARTICLE 20 REPRESENTATIONS AND WARRANTIES.

- 20.1 <u>Borrower Representations and Warranties</u>. As a further inducement for the City to enter into this Agreement, Borrower represents and warrants as follows:
- (a) The execution, delivery and performance of the City Documents will not contravene or constitute a default under or result in a lien upon assets of Borrower under any applicable Law, any Charter Document of Borrower or any instrument binding upon or affecting Borrower, or any contract, agreement, judgment, order, decree or other instrument binding upon or affecting Borrower.
- (b) When duly executed, the City Documents will constitute the legal, valid and binding obligations of Borrower. Borrower hereby waives any defense to the enforcement of the City Documents related to alleged invalidity of the City Documents.
- (c) No action, suit or proceeding is pending or threatened that might affect Borrower or the Project adversely in any material respect.
- (d) Borrower is not in default under any agreement to which it is a party, including any lease of real property.

- (e) None of Borrower, Borrower's principals or Borrower's general contractor has been suspended or debarred by the Department of Industrial Relations or any Governmental Agency, including the City, nor has Borrower, any of its principals or its general contractor been suspended, disciplined or prohibited from contracting with any Governmental Agency.
- (f) The Loan is in balance, and the Funding Amount, together with all other committed sources of financing for the Project, are sufficient to complete the Project in accordance with this Agreement.
- (g) All statements and representations made by Borrower in connection with the Loan remain true and correct as of the date of this Agreement.
- (h) The Borrower is duly organized and in good standing under applicable laws of the State of California and is qualified to do business in the City and County of San Francisco.

ARTICLE 21 NOTICES.

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

To the City: 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

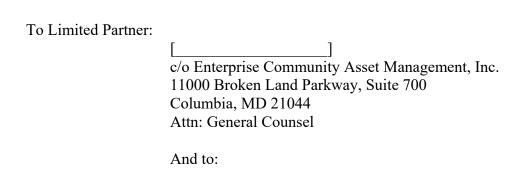
Attn: Director

To Borrower:

Mercy Housing California 97, LLC c/o Mercy Housing California

1256 Market Street

San Francisco, California 94102 Attn: Vice President of Real Estate



Gallagher Evelius & Jones LLP 218 North Charles Street, Suite 400 Baltimore, MD 21201

Attn: Kenneth S. Gross, Esq.

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

- Required Notices. Borrower agrees to provide notice to the City in accordance with Section 21.1 of the occurrence of any change or circumstance that: (a) will have an adverse effect on the physical condition or intended use of the Project; (b) causes the Loan to be out of balance; or (c) will have a material adverse effect on Borrower's operation of the Property or ability to repay the Loan.
- Notice to Limited Partner. The City agrees to deliver a copy of any notice of default to Borrower's limited partner at the address set forth above at the same time and in the same manner as notice is delivered to Borrower. The City's failure to deliver notice under this Section will not affect or impair the City's right to enforce its rights at law or in equity arising by reason of an Event of Default.

ARTICLE 22 GENERAL PROVISIONS.

- Subordination. The Deed of Trust may be subordinated to other financing secured by and used for development of the Project (in each case, a "Senior Lien"), but only if MOHCD determines in its sole discretion that subordination is necessary to secure adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Project. Following review and approval by MOHCD and approval as to form by the City Attorney's Office, the Director of MOHCD or his/her successor or designee will be authorized to execute any approved subordination agreement without the necessity of any further action or approval. Pursuant to San Francisco Administrative Code Chapter 120, the Declaration of Restrictions will not be subordinated to any financing secured by and used for the Project.
- No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the City, may be interpreted or construed as creating the relationship of third party beneficiary, limited or general partnership, joint venture, employer and employee, or principal and agent between the City and Borrower or Borrower's agents, employees or contractors.

- 22.3 <u>No Claims by Third Parties</u>. Nothing contained in this Agreement creates or justifies any claim against the City by any person or entity with respect to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Project. Borrower will include this requirement as a provision in any contracts for the development of the Project.
- 22.4 <u>Entire Agreement</u>. This Agreement and its Exhibits incorporate the terms of all agreements made by the City and Borrower with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein will be binding on the City or Borrower.
- 22.5 <u>City Obligations</u>. The City's sole obligation under this Agreement is limited to providing the Funds as described in this Agreement, up to the Funding Amount. Under no circumstances, including breach of this Agreement, will the City be liable to Borrower for any special or consequential damages arising out of actions or failure to act by the City in connection with any of the City Documents.
- 22.6 <u>Borrower Solely Responsible</u>. Borrower is an independent contractor with the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Borrower is solely responsible for: (a) its own acts and those of its agents, employees and contractors and all matters relating to their performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages incurred by Borrower, any of its contractors or subcontractors and the City and its officers, representatives, agents and employees on account of any act, error or omission of Borrower in the performance of this Agreement or any other City Document and the development and operation of the Project; and (c) all costs and expenses relating to Borrower's performance of obligations under the City Documents, the delivery to the City of documents, information or items under or in connection with any of the City Documents and taxes, fees, costs or other charges payable in connection with the execution, delivery, filing and/or recording of any City Document or document required under any City Document.
- 22.7 <u>No Inconsistent Agreements</u>. Borrower warrants that it has not executed and will not execute any other agreement(s) with provisions materially contradictory or in opposition to the provisions of this Agreement.
- 22.8 <u>Inconsistencies in City Documents</u>. In the event of any conflict between the terms of this Agreement and any other City Document, the terms of this Agreement control unless otherwise stated; *provided, however,* that any provision in this Agreement in conflict with any Law will be interpreted subject to that Law.
- 22.9 <u>Governing Law; Venue</u>. This Agreement is governed by California law without regard to its choice of law rules and the City's Charter and Municipal Code without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this

Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

- 22.10 <u>Joint and Several Liability</u>. If Borrower consists of more than one person or entity, each is jointly and severally liable to the City for the faithful performance of this Agreement.
- 22.11 <u>Successors</u>. Except as otherwise limited herein, the provisions of this Agreement bind and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns. This provision does not relieve Borrower of its obligation under the City Documents to obtain the City's prior written consent to any assignment or other transfer of Borrower's interests in the Loan, the Site or the ownership interests in Borrower.

22.12 Reserved.

- 22.13 <u>Severability</u>. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.
- 22.14 <u>Time</u>. Time is of the essence in this Agreement. Whenever the date on which an action will be performed falls on a Saturday, Sunday or federal holiday, the date for performance will be deemed to be the next succeeding business day.
- 22.15 <u>Further Assurances</u>. Borrower agrees to: (a) pursue in an effective and continuous manner; (b) use best efforts to achieve; and (c) take all actions reasonably required by the City from time to time to confirm or otherwise carry out the purpose of this Agreement.
- 22.16 <u>Binding Covenants</u>. The provisions of the City Documents constitute covenants running with the land and will be binding upon Borrower and Borrower's successors and assigns, and all parties having or acquiring any right, title or interest in whatever form, including leasehold interests (other than Tenants and approved commercial tenants), in or to any part of the Property, except that the same will terminate and become void automatically at the expiration of the Compliance Term of this Agreement. Any attempt to transfer any right, title or interest in the Property in violation of these covenants will be void.
- 22.17 <u>Consent</u>. Except as expressly provided otherwise, whenever consent or approval of a party is required in any City Document, that party agrees not to withhold or delay its consent or approval unreasonably.

- 22.18 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement.
- 22.19 <u>Borrower's Personnel</u>. The Project will be implemented only by competent personnel under the direction and supervision of Borrower.
- 22.20 <u>Borrower's Board of Directors</u>. Borrower, or Borrower's manager or general partner, or the General Partner's managing member, as applicable, will at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors will meet regularly and maintain appropriate membership, as established in the bylaws and other governing documents of Borrower, Borrower's manager or Borrower's general partner, or the General Partner's managing member, as applicable, and will adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such board of directors will exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Borrower of its obligations under this Agreement.
- 22.23 <u>Exhibits</u>. The following exhibits are attached to this Agreement and incorporated by reference:

EXHIBITS

- A Schedules of Income and Rent Restrictions
- B-1 Table of Sources and Uses of Funds
- B-2 Annual Operating Budget
- B-3 20-Year Cash Flow Proforma
- C Form of Tenant Income Certification
- D First Source Hiring Requirements and Numerical Goals
- E Governmental Requirements
- F Lobbying/Debarment Certification Form
- G Form of Annual Monitoring Report
- H Tenant Selection Plan Policy
- I MOHCD Tenant Screening Criteria Policy
- J Developer Fee Policy
- K Hold Harmless Policy
- L Insurance Requirements
- M NPLH Requirements
- N Reserved
- O MOHCD Commercial Underwriting Guidelines
- P MOHCD Residual Receipts Policy

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

THE CITY:	BORROWER:
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation	Mercy Housing California 97, L.P., a California limited partnership
By: London N. Breed Mayor	By: Mercy Housing California 97 LLC, a California limited liability company, its general partner By: Mercy Housing Calwest, a California nonprofit public benefit corporation, its sole member/manager
By: Eric D. Shaw, Director Mayor's Office of Housing and Community Development	By: Ramie Dare Vice President
APPROVED AS TO FORM:	
DAVID CHIU City Attorney	
By:	<u>—</u>

EXHIBIT A

Schedules of Income and Rent Restrictions

1. <u>Income and Rent Restrictions</u>. Maximum rent is 30% of maximum income level. As used in this Agreement, the term "Qualified Tenant" includes each category of Tenant included below, with the exception of one unrestricted 2BR manager unit:

Unit Size	No. of	Maximum Income Level
	Units	
Studio (NPLH)	45	30% of Median Income
Studio (NPLH)	25	35% of Median Income
1BR	4	35% of Median Income
2BR	9	35% of Median Income
3BR	7	35% of Median Income
Studio	30	50% of Median Income
1BR	4	50% of Median Income
2BR	19	50% of Median Income
1BR	7	60% of Median Income
2BR	16	60% of Median Income
3BR	3	60% of Median Income
1BR	5	70% of Median Income
2BR	22	70% of Median Income
3BR	3	70% of Median Income
1BR	4	75% of Median Income
2BR	15	80% of Median Income
3BR	2	80% of Median Income

Borrower will comply concurrently with the TCAC Regulatory Agreement, and Borrower will comply with the <u>lower of</u> (i) the maximum income and rent set forth above for each Unit, or (ii) the maximum income level of sixty percent (60%) of area median income as determined by TCAC, and a maximum monthly rent paid by the Qualified Tenants of thirty percent (30%) of sixty percent (60%) of area median income as determined by TCAC.

One Hundred Twenty (120) Units will be made available to Homeless Households 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.

Of those one hundred twenty (120) Units, seventy (70) Units will be NPLH studios and targeted to residents who meet the Homeless Household under No NPLH Criteria for a period of 55 years. Such NPLH units are restricted to 30% of AMI as Determined by NPLH Regulations, however the AMI for the NPLH units may be increased to a maximum of 50% AMI consistent with the provisions under the NPLH Program Guidelines.

NPLH units will be operated under the requirements of NPLH as listed in <u>Exhibit M</u> of this Agreement, and as also included in the MOHCD Underwriting Guidelines and Local Operating Subsidy Program Policies & Procedures Manual.

If the LOSP 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 under LOSP will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed sixty percent (60%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (60%) of Median Income, (b) less utility allowance. 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.

3. To the extent the Borrower needs to repay the full outstanding loan balance by the Maturity Date, the rent restrictions above may be altered, but only to the extent necessary for the Project to refinance and repay the full outstanding loan balance by the Maturity Date, as determined in City's reasonable discretion. One hundred percent (100%) of the Units must at all times be occupied by Qualified Households whose adjusted income does

not exceed sixty percent (60%) of area median income as determined by TCAC, and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (60%) of area median income as determined by TCAC (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 area median income as determined by TCAC and shall be subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. In such event, Borrower will provide the City with a written request no less than one year prior to the Maturity Date, and the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. 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.

EXHIBIT B-1
Table of Sources and Uses of Funds

6/7/21 600 7th Street 600 7th Street Mercy Housing Calwest Application Date: Project Name: Project Address: Project Sponsor: # Units: 221 # Bedrooms: 334 # Beds: LOSP Project | 65,777,411 | 17,500,000 | 12,397,000 | 2,273,955 | 1,000,000 | 51,153,320 | MOHCD: Total Sources Comments 151,106,686 500,000 10,000 0 0 10,000 Unit Construction/Rehab
Commercial Shell Construction
Demolition
Errironmental Remediation
Onsight Improvements/Landscaping
Offstle Improvements
Infrastructure Improvements
Parking 24,263,200 2,542,258 98,706,663 Includes Escalation, GC Contingency 2,542,258 Includes Escalation, GC Contingency 377,638 377,638 Alley Sidewalk Build Out Unise was improvements
Parking
GE Bond Premium/GC Insurance/GC Taxes
GC Overhead & Profit
GG General Conditions

Witholat Construction Costs
Design Contingency (remove at DD) 6,210,85 3,093,79 0 6,210,851 CCIP Insurance, Business Tax, Bonds 3,093,792 0 5% up to \$30MM HC, 4% \$30-\$45MM, 2200,591 5% up to \$30MM HC, 4% \$30-\$45MM, 3312;17 4% up to \$35MM HC, 4% \$30-\$45MM, 5312;17 4% up to \$35MM HC, 4% \$30-\$45MM, 5520,220 confingency 115% vehal/ Owner 11,040,455 125,668,882 40,185,063 17,500,000 4,935,143 1,000,000 51,008,320 0.0% 1.9% 2.9% 2,208,091 | Hard Cost Construction Contingency | 5,520,228 | Sub-total Construction Contingencies | 11,040,456 | TOTAL CONSTRUCTION COSTS | 51,225,519 4.8% 17.500.000 4.935.143 1.000.000 51.008.320 OFT COSTS Architecture & Design Architect design fees
Design Subconsultants to the Architect (incl. Fees)
Architect Construction Admin
Reminusables
Additional Services
Sub-datal Architect Contract
Other Third Party design consultants (not included under Architect contract) 3,490,000 3,490,000 http://sfmohcd.org/documents-reports-and-forms 3,490,000 3,490,000 Consultants not covered under architect contract; 143,000 name consultant type and contract amount 3,633,000 143,000 Total Architecture & Design agineering & Environmental Studies 30,000 160,000 60,000 900,000 ngineering & Environmenta Guures
Survey
Geotechnical studies
Phase I & II Reports
CEGA / Environmental Review consultants
NEPA / 108 Review
CNAPPM (rehab only)
Total Engineering & Environment
Total Engineering & Environment 625,000 Name consultants & contract amounts 625,000 Total Engineering & Envi Financing Costs Construction Financing Costs Construction Loan Origination Fee Construction Loan Interest Title & Recording CDLAC & CDIAC fees COLAC & COLAL Ins.

Bond Issuer Fees

Bond Issuer Fees

Other Bond Cost of Issuance

Uther Lender Costs Ispective

Permanent Francing Costs

Permanent Loan Origination Fee

Credit Enhance A Appl. Fee

Trais & Recording

Sub-bold Perm. Financing Costs

Total Financing Costs

Total Financing Costs

Total Financing Costs

Total Financing Costs 498,939 (46,250 7 498,939 ssuer Fin. Advisor, Issuer Fee Upfront and Annua 75,000 5 524 505 25 00 75,000 5,549,505 89,130 89,130 25,000 114,130 5,638,635 25,000 114,130 5,663,635 175,000 10,000 100,000 Total Legal Costs 27,500 377,500 85,000 Other Development Costs Rher Development Costs
Appraisal
Market Study
Insurance
Property Taxes
Accounting / Audit
Organizational Costs
Entitlement / Permit Fees
Marketing / Rent-up 25,000 15,000 25,000 15,000 40,000 40,000 1,120,57 1,120,578 550,000 Furnishings
PGE / Utility Fees
TCAC App / Alloc / Monitor Fees
Financial Consultant fees
Construction Management fees / Owner's Rep
Security during Construction
Relocation 240,000 2,773,955 2,773,955 2,773,955 6,784,775 RESERVES

* Operating Reserves
Replacement Reserves
* Tenant Improvements Reserves
Other (specify)
Other (specify) 1,738,222 DEVELOPER COSTS ELOPER COSTS
Developer Fee - Cash-out Paid at Milestones
Developer Fee - Cash-out At Risk
Commercial Developer Fee
Developer Fee - GP Equity (also show as source)
Developer Fee - Deferred (also show as source)
Developer Fee - Deferred (also show as source) | TOTAL DEVELOPMENT COST | 65,777,411 | 17,500,000 | 12,397,000 | 2,773,955 | 1,000,000 | 51,158,320 | 500,000 | 2297,335 | 79,156 | 55,035 | 12,552 | 4,552 | 231,465 | 2,262 | 34,554 | 1,000,000 | 51,158,320 | 500,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 0 151,106,686 0 0 0 0
 Construction Cost (inc Const Contingency)/Unit By Source
 231,780
 79,188
 22,331
 0
 4,525
 230,807
 0

 Construction Cost (inc Const Contingency)/SF
 275,77
 94,21
 26,57
 0.00
 5,38
 274,60
 0.00
 *Possible non-eligible GO Bond/COP Amount: 28,281,980
City Subsidy/Unit 297,635 Tax Credit Equity Pricing: Construction Bond Amount: Construction Loan Term (in months): Construction Loan Interest Rate (as %): 0.950 71,076,486 39 months 3.05%

EXHIBIT B-2
Annual Operating Budget

Application Date: 6/7/2021	LOSP Units	Non-LOSP Units		Project Name: 600 7th Street	
Total # Units: First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations): 2024	120	101 OSP Allocation		Project Address: 600 7th Street Project Sponsor: Mercy Housing Calwest	
INCOME Residential - Tenant Rents	54% LOSP 432,000		Total 2,562,636	Correct errors noted in Col N! Comments	Alternative LOSP Split
Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments Commercial Space	0 1,032,952	0	0 1,032,952	Links from 'New Proj - Rent & Unit Mix' Worksheet	Residential - Tenant Assistance Payments (N
Residential Parking Miscellaneous Rent Income	0		0		Alternative LOSP Split
Supportive Services Income Interest Income - Project Operations Laundry and Vending	0 0 6,739	0		Links from 'Utilities & Other Income' Worksheet Links from 'Utilities & Other Income' Worksheet	Supportive Services Income Projected LOSP Split
Tenant Charges Miscellaneous Residential Income	0,739	0	0	Links from 'Utilities & Other Income' Worksheet Links from 'Utilities & Other Income' Worksheet	Tenant Charges
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income	0	2,136,377	3,608,068	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	Alternative LOSP Split Withdrawal from Capitalized Reserve (deposit
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments	(21,600)	(106,532)	(128,132)	Vacancy loss is 5% of Tenant Rents. #DIV/0!	
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	1,450,091	2,029,845	3,479,936	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0% PUPA: 15,746	
OPERATING EXPENSES Management	400.040	05.004	105.010		Alternative LOSP Split
Management Fee Asset Management Fee Sub-total Management Expenses	100,246 13,111 113,357	85,394 11,169 96,563	24,280 209,920	1st Year to be set according to HUD schedule. PUPA: 950	Management Fee Asset Management Fee
Salaries/Benefits Office Salaries	97,620 43,200	83,157 36,800	180,777	(2.0 FTE) Assistant Property Manager, (1.0 FTE) Property Manager, (0.5 FTE) Housing	Alternative LOSP Split Office Salaries
Manager's Salary Health Insurance and Other Benefits Other Salaries/Benefits	63,621 2,700	54,196 2,300	80,000 117,818 5,000		Manager's Salary Health Insurance and Other Benefits Other Salaries/Benefits
Administrative Rent-Free Unit Sub-total Salaries/Benefits Administration	207,141	176,453	383,595	PUPA: 1,736	Administrative Rent-Free Unit
Advertising and Marketing Office Expenses	2,700 28,886	2,300 24,606	5,000 53,492		
Office Rent Legal Expense - Property Audit Expense	6,750 8,570	5,750 7,300	12,500 15,870		Projected LOSP Split Legal Expense - Property
Bookkeeping/Accounting Services Bad Debts	17,901 0	15,249 0	33,150		Projected LOSP Split Bad Debts
Miscellaneous Sub-total Administration Expenses Utilities	64,806	55,206	120,012		Projected LOSP Split
Electricity Water	104,052 47,021	88,636 40,055	192,688 87,075		Electricity
Gas Sewer Sub-total Utilities	69,389 220,461	59,109 187,800	128,498 408,261	All Electric Building PUPA: 1,847	
Taxes and Licenses					Alternative LOSP Split
Real Estate Taxes Payroll Taxes Miscellaneous Taxes, Licenses and Permits	4,320 0 8,532	3,680 0 7,268	8,000 15,800		Real Estate Taxes Payroll Taxes
Sub-total Taxes and Licenses Insurance	12,852	10,948	23,800	PUPA: 108	
Property and Liability Insurance Fidelity Bond Insurance Worker's Compensation	190,130 0 12,420	161,963 0 10,580	23,000	Includes Terrorism Insurance +2 Insurance Incidents	Alternative LOSP Split Worker's Compensation
Director's & Officers' Liability Insurance Sub-total Insurance	202,550	172,543	375,093	PUPA: 1,697	All and the LOOP OF the
Maintenance & Repair Payroll Supplies	86,400 15,911	73,600 13,554	160,000 29,465	(1.0 FTE) Maintence Manager, (2.0 FTE) Maintence Tech	Alternative LOSP Split Payroll Supplies
Contracts Garbage and Trash Removal Security Payroll/Contract	158,787 58,320 206,220	135,263 49,680 68,740	294,050 108,000 274,960		Contracts Alternative LOSP Split Security Payroll/Contract
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	10,800 810	9,200 690	20,000 1,500		Security Payroll Compact
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	537,248	350,727	887,975		Alternative LOSP Split
Supportive Services Commercial Expenses	0	108,790	108,790	(1.0 FTE) Resident Service Coordinator + Supplies, does not include ESC Case from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	Supportive Services
TOTAL OPERATING EXPENSES	1,358,416	1,159,030	2,517,446	PUPA: 11,391	
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	8,100	6,900	2,517,446 15,000	Ground lease with MOHCD Provide additional comments here, if needed.	Alternative LOSP Snift
Roserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit	8,100 8,100 59,670 0	6,900 6,900 50,830	2,517,446	Ground lease with MOHCD Provide additional comments here, if needed.	Alternative LOSP Split Replacement Reserve Deposit Operating Reserve Deposit
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial	8,100 8,100 59,670	6,900 6,900 50,830	2,517,446 15,000 15,000 110,500	Ground lease with MOHCD Provide additional comments here, if needed.	Replacement Reserve Deposit
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve Deposit, Grommerial Sub-total Reserves/Ground Lease Base Rent/Bond Fees	8,100 8,100 59,670 0	6,900 6,900 50,830 0	2,517,446 15,000 15,000 110,500	Ground lease with MOHCD Provide additional comments here, if needed.	Replacement Reserve Deposit Operating Reserve Deposit
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve 2 Deposit Required Reserve 2 Deposit Required Reserve 5 Deposit Sub-Otal Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)	8,100 8,100 59,670 0 0 75,870	6,900 6,900 50,830 0 0 0 64,630	2,517,446 15,000 15,000 110,500 0 140,500 2,657,946	Ground lease with MOHCD Provide additional comments here, if needed. from 'Commercial Op. Budget' Worksheet, Commercial to Residential allocation: 0% PUPA: 13.66 Min DSCR 1.09 Mortgage Rate: 5.00% PUPA: 12,027 Term (Years): 3.00 Supportable 1st Mortgage Pmt: 754,120	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve 2 Deposit Required Reserve 2 Deposit Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond	8,100 8,100 59,670 0 0 75,870	6,900 6,900 50,830 0 0 0	2,517,446 15,000 15,000 110,500 0 140,500 2,657,946	Ground lease with MOHCD Provide additional comments here, if needed. from Commercial Op. Budget Worksheet; Commercial to Residential allocation: 0%	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees 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) Hard Debt. First Lender	8,100 8,100 59,670 0 0 75,870 1,434,286 15,806	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185	2,517,446 15,000 15,000 110,500 0 140,500 2,657,946 821,991 728,846 0	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 12,027 Term (Years): 3.00 Supportable 1st Mortgage Prot: 754,120 PUPA: 3,719 Supportable 1st Mortgage Art: 11,706,556 Proposed 1st Mortgage Art: 11,706,556 Propos	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt. First Lender Hard Debt. First Lender Hard Debt. Forsond Lender (HCD Program 0.
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit 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) DEST SERVICE/MUST PAY PAYMENTS (*hard debt*/amortized loans) Hard Debt - First Lender Hard Debt - Fourth Lender (Other HCD Program 0.42% pymt, or other 2nd Lentard Debt - Fourth Lender Commercial Hard Debt Service	8,100 8,100 59,670 0 0 75,870 1,434,286	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185	2,517,446 15,000 15,000 110,500 0 140,500 2,657,946 821,991 728,846 0 0	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 12,027 Term (Years): 3.00 Supportable 1st Mortgage Prot: 754,120 PUPA: 3,719 Supportable 1st Mortgage Art: 11,706,556 Proposed 1st Mortgage Art: 11,706,556 Propos	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt. First Lender Hard Debt. First Lender Hard Debt. Forsond Lender (HCD Program 0.
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees 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) Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender) Hard Debt - Toruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	8.100 8.100 59.670 0 0 75,870 1,434,286 15,806	6,900 6,900 50,830 0 0 64,630 1,223,660 806,185	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 728,846 728,846 93,145	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet: Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 12,027 Term (Years): 30 Term (Years): 750,120 Term (Years): 10,000 Ter	Reptacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Atternative LOSP Split Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0. Hard Debt - Second Lender (HCD Program 0.
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees 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) Hard Debt. First Lender Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Touth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surpus to LOPS/non-LOSP (residual income)	8,100 8,100 59,670 0 0 75,870 1,434,286 0 0 0 0 15,806	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 0 0 77,839	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 72,846 93,145	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet: Commercial to Residential allocation: 0% Min DSCR Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 3,719 Supportable 1st Mortgage Pmt: 754,122 PUPA: 3,719 Supportable 1st Mortgage Amt: 11,706,556 Proposed 1st Mortgage Amt: 11,706,556 Provide additional comments here, if needed.	Reptacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Atternative LOSP Split Hard Debt First Lender Hard Debt Second Lender (HCD Program 0. Hard Debt Fourth Lender (Ther HCD Program 1.) Hard Debt Fourth Lender (HCD Program 1.)
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Required Reserve Deposit 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). Hard Debt - First Lender Hard Debt - Foorth Lender Hard Debt - Froirth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Hard Debt Service Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/mon-LOSP (residual income) AVALIABLE CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MONCO DEBT SERVICE IN WASERFALL	8.100 8.100 59,670 0 0 0 75,870 1,434,286 15,806 0 0 0 15,806	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 728,846 728,846 93,145	Ground lease with MOHCD Provide additional comments here, if needed. from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0% PUPA: 636 Min DSCR: Morgage Rate: 5.00% Min DSCR: Morgage Rate: 5.00% PUPA: 12,027 Term (Years): 30 Supportable 1st Mortgage Pint: 7.54,120 PUPA: 3,719 Supportable 1st Mortgage Am: 17.54,120 PUPA: 3,719 Supportable 1st Mortgage Am: 17.54,120 PuPA: 3,719 Provide additional comments here, if needed.	Reptacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Atternative LOSP Split Hard Debt First Lender Hard Debt Second Lender (HCD Program 0. Hard Debt Fourth Lender (Ther HCD Program 1.) Hard Debt Fourth Lender (HCD Program 1.)
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Dond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Required Reserve Deposit Required Reserve Deposit 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) Hard Debt - First Lender Hard Debt - Second Lender (HCD Program or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Hard Debt Service COMMERCIA SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial And Debt Service Lease Second Lender (HCD Program or other 3rd Lender) Hard Debt Service TOTAL HARD DEBT SERVICE COMMERCIA SEAS HELOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONICD DEBT SERVICE IN WATERFALL Teledow-the-line* Asset Mig fee (uncommon in new projects, see policy) Partnership Management Fee See policy for limity	8,100 8,100 59,670 0 0 75,870 1,434,286 0 0 0 0 15,806	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339	2,517,446 15,000 15,000 10,500 10,500 0 140,500 2,657,946 821,991 728,846 0 0 0 728,846 93,145 0 93,145	Ground lease with MCHCD Provide additional comments here, if needed. International Commercial Operation	Reptacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Atternative LOSP Split Hard Debt First Lender Hard Debt Second Lender (HCD Program 0 Hard Debt Fourth Lender Hard Debt Fourth Lender
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Required Reserve Peposit Required Reserve Reposit Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES) DEST SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans) Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Second Lender (HCD Program or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Service TOTAL HARD DEBT SERVICE Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Only Cash Flow AVALIABLE CASH FLOW USES OF CASH FLOW BLOW (This row also shows DSCR.) USES D' CASH FLOW BLOW (This row also shows DSCR.) USES D' LEASH FLOW BLOW (This row also shows DSCR.) USES D' LEASH FLOW BLOW (This row also shows DSCR.) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL Fellow-the-line* Asset Mgt Fee(") (see policy for limits) Other Payments Mon-amortizing Loan Print - Lender I (select lender in comments field)	8,100 8,100 8,100 59,670 0 0 75,870 1,434,286 15,806 0 0 15,806 0 15,806	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 93,145 93,145 93,145 1,13	Ground lease with MCHCD Provide additional comments here, if needed. International Commercial Operation	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Fourth Lender Alternative LOSP Split Hard Debt - Fourth Lender Alternative LOSP Split Hard Debt - Third Lender (Other HCD Program 0 Hard Debt - Fourth Lender
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Orannerial 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) Hard Debt. First Lender Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt. Focond Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Focond Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourth 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/mon-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES DE CASH FLOW BELOW (This row also shows DSCR.) USES DE CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES O	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 0 15,806 15,806 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6,900 6,900 50,830 0 0 64,630 1,223,660 806,185 728,846 0 0 77,339 0 77,339	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 728,846 93,145 93,145 1,13	Ground lease with MOHCD Provide additional comments here, if needed. From Commercial Op. Budget Worksheet; Commercial to Residential allocation: 0% PUPA: 636 Mn DSCR Mortgage Rate: 5.00% Mn DSCR Mortgage Rate: 5.00% PUPA: 3,719 Supportable 1st Mortgage Pint: 7754,120 PUPA: 3,719 Supportable 1st Mortgage Am: 1754,120 Provide additional comments here, if needed.	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0. Hard Debt - Fourth Lender Alternative LOSP Split Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) NET 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) Hard Debt. First Lender Hard Debt. Ferst Lender (HCD Program 0.42% pymt, or other 2nd Lender) Hard Debt. Foroth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES DT CASH FLOW BELOW (This row also shows DSCR.) USES DT CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW	8,100 8,100 8,100 0 0 0 75,870 1,434,286 15,806 0 0 15,806 0 0 15,806	6,900 6,900 5,900 0 0 0 0 0 0 0 4,630 1,223,660 806,185 728,846 77,339 0 77,339 0 1,1164 1,164 1,23,660 0 0 1,3,464	2,517,446 15,000 15,000 110,500 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 0 3,145 1,13	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet: Commercial to Residential allocation: 0% Min DSCR: 1.09 Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 3,719 Supportable 1st Mortgage Rate: 1764,720 Term (Years): 30 Supportable 1st Mortgage Rate: 17764,720 PUPA: 3,719 Supportable 1st Mortgage Am: 11706,556 Proposed 1st Mortgage Am: 11706,556 Proposed 1st Mortgage Am: 11706,556 Provide additional comments here, if needed.	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0. Hard Debt - Fourth Lender Alternative LOSP Split Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Required Reserve Deposits, Commercial Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET 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) Hard Debt - Frist Lender Hard Debt - Frist Lender Hard Debt - Boond Lender (HCD Program or 42% pymt, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Other HCD Program, or other 2nd Lender) Hard Debt - Third Lender (Debt Stervice) Commercial Other Program Lender (Lender In comments field) Non-amortizing Loan Pmrt - Lender 1 (select Lender in comments field) Non-amortizing Loan Pmrt - Lender 1 (select Lender in comments field) Non-amortizing Loan Pmrt - Lender 1 (select Lender in comments field) N	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 0 15,806 15,806 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6,900 6,900 50,830 0 0 64,630 1,223,660 806,185 728,846 0 0 77,339 0 77,339	2,517,446 15,000 15,000 110,500 110,500 140,500 2,657,946 821,991 728,846 93,145 0 93,145 1,131 24,270 5,000 0 63,875	Ground lease with MCHCD Provide additional comments here, if needed. International Commercial Operation	Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0. Hard Debt - Fourth Lender Alternative LOSP Split Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ended Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Reduced Reserves/GL Base Rent/Bond Fees NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) DEBT SERVICE/MUST PAY PAYMENTS (hard debt/famoritized loans) Hard Debt. First Lender Hard Debt. Ferist Lender Hard Debt. Ferist Lender Hard Debt. Food Lender (HCD Program of 22% pymt, or other 2nd Lender) Hard Debt. Food Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Forth 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/mon-LOSP (residual income) AVALIABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fellow-the-lind* Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Services Fee (Enter ant <= Max Fee from cell 1130) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD) Residual Receipts Calculation Does Project have an MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee/Borrower % of Residual Receipts in Yr 1:	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 5,900 0 0 0 0 0 0 0 4,630 1,223,660 806,185 728,846 77,339 0 77,339 0 1,1164 1,164 1,23,660 0 0 1,3,464	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 728,846 93,145 93,145 1,13 24,270 63,875 Yes No 33%	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 336 Supportable 1st Mortgage Pint: 754,120 Term (Years): 30 Supportable 1st Mortgage Am: 11706,556 Proposed 1st Mortgage Am: 11706,556 Propose	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0. Hard Debt - Third Lender (HCD Program 1. Hard Debt - Fourth Lender Other Deposit - Fourth Lender Allocation of Commercial Surplus to LOPS/nc Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max Fr Sum of DD F from LOSP and non-LOSP.
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Obers/Ground Lease Base Rent/ Ground Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Required Reserve Deposit Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) DEST SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans) Hard Debt - First Lender Hard Debt - First Lender Hard Debt - Second Lender (HCD Program of A2% pymt, or other 2nd Lendar) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Third Lender (Debt - Third Lender) Hard Debt - Third Lender (Debt - Third Lender) Hard Debt - Third Lender (Debt - Third Lender) Hard Debt - Third Lender (Debt - Third Lender) Hard Debt - Third Lender (Debt - Third	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 5,900 0 0 0 0 0 0 0 4,630 1,223,660 806,185 728,846 77,339 0 77,339 0 1,1164 1,164 1,23,660 0 0 1,3,464	2,517,446 15,000 15,000 110,500 0 140,500 2,657,946 821,991 728,846 93,145 0 93,145 1,135 5,000 0 2,957 63,875	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% Mortgage Rate: 5.00% PUPA: 336 Supportable 1st Mortgage Pint: 754,120 Term (Years): 30 Supportable 1st Mortgage Am: 11706,556 Proposed 1st Mortgage Am: 11706,556 Propose	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Atternative LOSP Split Herd Debt - First Lender Herd Debt - First Lender Herd Debt - Second Lender (HCD Program 0. Hard Debt - Third Lender (Other HCD Program 1. Hard Debt - Third Lender (Other HCD Program 0. Allocation of Commercial Surplus to LOPS/ind Alternative LOSP Split Other Payments Non-amortizing Lose Pmint - Lender 1 (select Deferred Developer Fee (Enter amt <= Max Fi
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Required Reserve 2 Deposit Required Reserve Deposit Required Reserve 2 Deposit Required Reserve Deposit Required Reserve 2 Deposit Required Reserve Deposit Required Reserve Person 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) Hard Debt - Second Lender (HCD Program of 42% pymt, or other 2nd Lender) Hard Debt - Second Lender (HCD Program, or other 3rd Lender) Hard Debt - Second Len	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 93,145 93,145 1,13 24,270 5,000 0 29,270 63,875 Yes No 33% 67%	Ground lease with MOHCD Provide additional comments here, if needed.	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0. Hard Debt - Third Lender (HCD Program 1. Hard Debt - Fourth Lender Other Deposit - Fourth Lender Allocation of Commercial Surplus to LOPS/nc Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max Fr Sum of DD F from LOSP and non-LOSP.
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) DEBT SERVICE/MUST PAY PAYMENTS ("hard debt/"amortized loans) Hard Debt. First Lender Hard Debt. Food of the Pay Payment Some Payment of the Payment	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 0 728,846 93,145 93,145 1,13 24,270 63,875 Yes No 33% 67%	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet: Commercial to Residential allocation: 0% Min DSCR: 1.09 Min DSCR: 5.00% Min DSCR: 5.00% Min DSCR: 75.00% Min DSCR:	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0 Hard Debt - Third Lender (Other HCD Program 1 Hard Debt - Fourth Lender Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Gond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans) Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt - First Lender Hard Debt - Forth Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Forth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 93,145 93,145 1,13 24,270 5,000 0 29,270 63,875 Yes No 33% 67%	Ground lease with MOHCD Provide additional comments here, if needed.	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0 Hard Debt - Third Lender (Other HCD Program 1 Hard Debt - Fourth Lender Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve Deposit Required Reserve Deposit Required Reserve 2 Deposit Required Reserve Deposit Required Reserve 2 Deposit Required Reserve Deposit Required Reserve 2	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 140,500 140,500 2,657,946 821,991 728,846 821,991 728,846 93,145 1,13 24,270 5,000 0 29,270 63,875 Yes No 33% 67% (Select lender na. All MOHCD/OCII Ground Lease V	Ground lease with MOHCD Provide additional comments here, if needed. From 'Commercial Op. Budgef' Worksheet; Commercial to Residential allocation: 0% PUPA: 636	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0 Hard Debt - Third Lender (Other HCD Program 1 Hard Debt - Fourth Lender Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ended Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Reduced Reserves/GL Base Rent/Bond Fees NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) DEBT SERVICE.MUST PAY PAYMENTS (hard debt/famoritized loans) Hard Debt. First Lender Hard Debt. Frist Lender Hard Debt. Ferst Lender Hard Debt. Food Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Third Lender Expensive Debt. TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow AVAILABLE CASH FLOW USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES OF CASH FLOW BELD (W/ fils row also shows DSCR.) USES DEASH LOW BELD (W/ fils row also shows DSCR.) USES DEASH HOW BELD (W/ fils row also shows D	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 6,900 0 0 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 1,1,164 63,875	2,517,446 15,000 15,000 110,500 10,500 140,500 2,657,946 821,991 728,846 93,145 93,145 93,145 1,13 24,270 63,875 Yes No 29,270 (Select lender na All MOHCOLOCII Ground Lease V	Ground lease with MOHCD Provide additional comments here, if needed. From Commercial Op. Budget Worksheet; Commercial to Residential allocation: 0% Min DSCR: Mortgage Rate: 5.00% PUPA: 3,719 Supportable 1st Mortgage Am: 117.05.26 Proposed 1st Mortgage Am: 117.05.26 Proposed 1st Mortgage Am: 117.05.26 Provide additional comments here, if needed. Provide addition	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0 Hard Debt - Third Lender (Other HCD Program 1 Hard Debt - Fourth Lender Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Gond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Other Required Reserve Other Regular Other Perating Other Perating Other Other Other Other Other Perating Othe	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 0 140,500 140,500 2,657,946 821,991 728,846 93,145 0 93,145 1,131 24,270 5,000 0 29,270 63,875 Yes No 33% 67% (Select lander na Al MOH-CD/CGI Ground Lease V	Ground lease with MCHCD Provide additional comments here, if needed. Inform Commercial Op. Budget Worksheet; Commercial to Residential allocation: 0% Min DSCR. 1.09 Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.11.708.558 Proposed 1st Mortgage Part: 5.11.708.558	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - Fourth Lender (HCD Program 0 Hard Debt - Third Lender (Other HCD Program 1 Hard Debt - Fourth Lender Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Reduced Reserves/GL Base Rent/Bond Fees NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) DEBT SERVICE.MUST PAY PAYMENTS (hard debt/lamoritized loans) Hard Debt. First Lender Hard Debt. First Lender Hard Debt. Ferst Lender Hard Debt. Format Lender (HCD Program of 42% pyrmt, or other 2nd Lender) Hard Debt. Third Lender (HCD Program of 42% pyrmt, or other 2nd Lender) Hard Debt. Third Lender (HCD Program of 42% pyrmt, or other 2nd Lender) Hard Debt. Third Lender (Other HCD Program of 42% pyrmt, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program of 42% pyrmt, or other 2nd Lender) Hard Debt. Third Lender (Other HCD Program of 42% pyrmt, or other 2nd Lender) Hard Debt. Third Lender (Other HCD Program of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2nd Lender Lender Bayes (MCD COMPART of 42% pyrmt, or other 2n	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 110,500 140,500 2,657,946 821,991 728,846 93,145 0 93,145 1,131 24,270 5,000 0 29,270 63,875 Yes No 33% 67% (Select lander na had OH-cD/CGI/G Ground Lease V	Ground lease with MCHCD Provide additional comments here, if needed. Incommercial Op. Budget Worksheet; Commercial to Residential allocation: 0% Min DSCR. 1.09 Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.17.06.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 512,397,000 Mortgage Part: 512,397,000 Mortgage Par	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0 Hard Debt - Third Lender (HCD Program 0 Hard Debt - Fourth Lender Other Deposit Surplus to LOPS/Inc Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F Sum of DD F from LOSP and non-LOSP:
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Gond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits Converse Required Reserve Deposits Required Reserve Deposits Required Reserve Deposits Converse Required Reserve Deposits Required Reserve Deposits Required Reserve Deposits Required Reserve Deposits Review Deposits Converse Reserves/Ground Lease Base Rent/Bond Fees NET OPERATING EXPENSES (w/ Reserves/Gl. Base Rent/ Bond Fees) NET OPERATING EXPENSES (w/ Reserves/Gl. Base Rent/ Bond Fees) DEBT SERVICE/MUST PAY PAYMENTS (hard debt/'amortized loans) Hard Debt - First Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW BLOW (This row also shows DSCR.) USES OF CASH FLOW (This row also shows DSCR.) USES OF CA	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 140,500 2,657,946 821,991 728,846 93,145 93,145 93,145 1,13 24,270 63,875 Yes No 33% 67% (Select lender na All MOHCD/OCII Ground Lease V (Select lender na All MOHCD/OCII Ground Lease V 21,292	Ground lease with MCHCD Provide additional comments here, if needed. Incommercial Op. Budget Worksheet; Commercial to Residential allocation: 0% Min DSCR. 1.09 Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.17.06.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 512,397,000 Mortgage Part: 512,397,000 Mortgage Par	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0. Hard Debt - Third Lender (HCD Program 1. Hard Debt - Fourth Lender Other Deposit - Fourth Lender Allocation of Commercial Surplus to LOPS/nc Alternative LOSP Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max Fr Sum of DD F from LOSP and non-LOSP.
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Montroing Fee Replacement Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Other Required Reserve Deposit Required Reserve Deposit Other Required Reserve Deposit Reserves/Ground Lease Rent/Bond Fees NET OPERATING EXPENSES (w/ Reserves/GL Base Rent/Bond Pees Net OPERATING EXPENSES (w/ Reserves/GL Bas	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 110,500 140,500 2,657,946 821,991 728,846 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Ground lease with MCHCD Provide additional comments here, if needed. Incommercial Op. Budget Worksheet; Commercial to Residential allocation: 0% Min DSCR. 1.09 Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Mortgage Rate: 5.00% Supportable 1st Mortgage Part: 5.10% Supportable 1st Mortgage Part: 5.17.06.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 511,706.558 Proposed 1st Mortgage Am: 512,397,000 Mortgage Part: 512,397,000 Mortgage Par	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0. Hard Debt - Third Lender (HCD Program 1. Hard Debt - Fourth Lender Other Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F) Sum of DD F from LOSP and non-LOSP.
Reserves/Ground Lease Base Rent/ Ground Lease Base Rent Ground Lease Base Rent Ground Lease Base Rent Gond Monitoring Fee Replacement Reserve Deposit Oberating Reserve Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Other Required Reserve 2 Deposit Required Reserve Deposits Conversity Required Reserve Deposits Required Reserve Deposits Required Reserve Deposits Conversity Required Reserve Deposits Required Reserve Deposits Required Reserve Deposits Conversity Regular Deposits Regular Regular Deposits Regular D	8,100 8,100 9,100 0 0 75,870 1,434,286 15,806 0 0 15,806 13,106 2,700 0 0 0	6,900 6,900 50,830 0 0 0 64,630 1,223,660 806,185 728,846 77,339 0 77,339 0 11,164 2,300 0 0 13,464 63,875	2,517,446 15,000 15,000 110,500 110,500 140,500 2,657,946 821,991 728,846 0 0 0 728,846 93,145 1,13 42,270 63,875 Yes No 0 33% 67% (Select lender na All MOHCDIOCII Ground Lease V 21,292 0 0 0 0 21,292	Ground lease with MOHCD Provide additional comments here, if needed. Ifrom "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0% Min DSCR: 1.09 Min DSCR: 5.00% Min DSCR: 5.00% Min DSCR: 750,120 Min DSCR:	Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Alternative LOSP Split Hard Debt - First Lender Hard Debt - First Lender (HCD Program 0. Hard Debt - Third Lender (HCD Program 1. Hard Debt - Fourth Lender Other Split Other Payments Non-amortizing Loan Pmnt - Lender 1 (select Deferred Developer Fee (Enter amt <= Max F) Sum of DD F from LOSP and non-LOSP.

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

INCOME			
Residential - Tenant Rents		non-LOSP	Approved By (reqd)
Residential - Tenant Assistance Payments (Non-LOSP)	on-LOSP)		
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
Tenant Charges			tracked at entry level in the project's accounting system)
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 FFFECTIVE GROSS INCOM

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			
Administrative Rent-Free Unit			
Sub-total Salaries/Benefits			

Administration
Advertising and Marketing
Office Expenses

LOSP non-LOSP (only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system) Office Rent Legal Expense - Property Sub-total Administration Expense

LOSP | non-LOSP | (only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system)

LOSP non-LOSP Approved By (reqd) Taxes and Licenses oll Taxes ellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses

ker's Compensation ctor's & Officers' Liability Insurance Sub-total Insuran

Maintenance & Repair 46.00% (LOSP-specific expenses must be tracked at entry level in project's LOSP non-LOSP earbage and Trash Removal ecurity Payroll/Contract Approved By (reqd) ecurity Payroll/Contract
IVAC Repairs and Maintenance
Holicia and Maintenance Equipment Operation and Repairs
Hiscellaneous Operating and Maintenance Expenses
Sub-total Maintenance & Repair Expense

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 Deht Service			

Commercial Hard Debt Service

TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)

CASH FLOW (NOI minus DEBT SERVICE)
Commercial Only Cash Flow
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)
AVAILABLE CASH FLOW
USES OF CASH FLOW (This row also shows DSCR.)
USES THAT PRECEDE MOHEO DEBT SERVICE IN WATERFALL
'Bellow-the-line' Asset Mg/fee (uncommon in new projects, see policy)
Partnership Management Fee (see policy for limits)
Investor Service Fee (aka "LP Asset Mg/fee") (see policy for limits)
LOSP
non-LOSP
Other Payments LOSP non-LOSP Approved By (reqd) Threstor Service Fee (aka "LP Asset Mgt Fee") (see policy for irmins)

Other Payments

Other Payments

Other Agriculture (alternative feet)

Non-amortizing Loan Pmnt - Lender 1 (select lender in comments feld)

Non-amortizing Loan Pmnt - Lender 2 (select lender in comments feld)

Deferred Developer Fee (Enter amt <= Max Fee from cell 1130)

0.00%

TOTAL 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:

% of Residual Receipts available for distribution to soft debt lenders in

Soft Debt Lenders with Residual Receipts Obligations
MOHCD/DCII: Soft Debt Leans
MOHCD/DCII: 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

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)

EXHIBIT B-3 20-Year Cash Flow Proforma

600 7th Street	LOSP	Non-LOSP											
Total # Units: 221		Units 101			Year 1			Year 2			Year 3		
	54.00% % annua	46.00%	Comments		2024			2025 non-			2026 non-		
INCOME Posidential Topographer	inc LOSP	increase	(related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	LOSP	Total	LOSP	LOSP	Total	LOSP
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	n/a	n/a		432,000	2,130,636	2,562,636	436,320	2,183,902	2,620,222	440,683	2,238,499	2,679,183	445,090
Residential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 3.0%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	1,032,952		1,032,952	1,076,683		1,076,683	1,122,213		1,122,213	1,169,182
Residential Parking Miscellaneous Rent Income	2.5% 2.5%	2.5% 2.5%			-	-	-	-	-	-	-	-	-
Supportive Services Income Interest Income - Project Operations	2.5% 2.5%	2.5% 2.5%				-	-	-	-	-	-	-	-
Laundry and Vending Tenant Charges	2.5% 2.5%	2.5%		6,739	5,741	12,480	6,908	5,884	12,792	7,080	6,031	13,112	7,257
Miscellaneous Residential Income	2.5%	2.5%	from 'Commercial Op. Budget' Worksheet;	-	-	-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	Commercial to Residential allocation: 0% Link from Reserve Section below, as			-			-			-	
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income		n/a	applicable	1,471,691	2,136,377	3,608,068	1,519,911	2,189,786	3,709,697	1,569,977	2,244,531	3,814,508	1,621,529
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments	n/a n/a	n/a n/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not	(21,600)	(106,532)	(128,132)	(21,816)	(109,195)	(131,011)	(22,034)	(111,925)	(133,959)	(22,255)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	n/a	n/a	appropriate	1,450,091	2,029,845	3,479,936	1,498,095	2,080,591	3,578,686	1,547,943	2,132,606	3,680,549	1,599,275
OPERATING EXPENSES Management													
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	100,246	85,394	185,640	103,754	88,383	192,137	107,386	91,477	198,862	111,144
Asset Management Fee Sub-total Management Expenses	3.5%	3.5%	per MOHCD policy	13,111 113,357	11,169 96,563	24,280 209,920	13,570 117,324	11,560 99,943	25,130 217,267	14,045 121,431	11,964 103,441	26,009 224,872	14,537 125,681
Salaries/Benefits Office Salaries	3.5%	3.5%		97,620	83,157	180,777	101,036	86,068	187,104	104,573	89,080	193,653	108,233
Manager's Salary Health Insurance and Other Benefits	3.5%	3.5% 3.5%		43,200 63,621	36,800 54,196	80,000 117,818	44,712 65,848	38,088 56,093	82,800 121,941	46,277 68,153	39,421 58,056	85,698 126,209	47,897 70,538
Other Salaries/Benefits Administrative Rent-Free Unit	3.5%	3.5%		2,700	2,300	5,000	2,795	2,381	5,175	2,892	2,464	5,356	2,994
Sub-total Salaries/Benefits Administration		0.070		207,141	176,453	383,595	214,391	182,629	397,020	221,895	189,021	410,916	229,661
Advertising and Marketing	3.5%	3.5%		2,700	2,300	5,000	2,795	2,381	5,175	2,892	2,464	5,356	2,994
Office Expenses Office Rent	3.5%	3.5%		28,886	24,606	53,492	29,897	25,468	55,364	30,943	26,359	57,302	32,026
Legal Expense - Property Audit Expense	3.5% 3.5%	3.5%		6,750 8,570	5,750 7,300	12,500 15,870	6,986 8,870	5,951 7,556	12,938 16,425	7,231 9,180	6,160 7,820	13,390 17,000	7,484 9,501
Bookkeeping/Accounting Services Bad Debts	3.5%	3.5% 3.5%		17,901	15,249 -	33,150	18,528	15,783	34,310	19,176	16,335	35,511	19,847
Miscellaneous Sub-total Administration Expenses	3.5%	3.5%		64,806	55,206	120,012	67,075	- 57,138	124,212	69,422	- 59,138	128,560	71,852
Utilities Electricity	3.5%	3.5%		104,052	88,636	192,688	107,693	91,739	199,432	111,463	94,950	206,412	115,364
Water Gas	3.5% 3.5%	3.5%		47,021	40,055	87,075	48,666	41,456	90,123	50,370	42,907	93,277	52,132
Sewer Sub-total Utilities	3.5%	3.5%		69,389 220,461	59,109 187,800	128,498 408,261	71,818 228,177	61,178 194,373	132,995 422,550	74,331 236,163	63,319 201,176	137,650 437,339	76,933 244,429
Taxes and Licenses		2 50											
Real Estate Taxes Payroll Taxes Nicellangua Taxes Licenses and Parmits	3.5%	3.5%		4,320	3,680	8,000 -	4,471	3,809	8,280	4,628	3,942	8,570	4,790
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	3.5%	3.5%		8,532 12,852	7,268 10,948	15,800 23,800	8,831 13,302	7,522 11,331	16,353 24,633	9,140 13,767	7,786 11,728	16,925 25,495	9,460 14,249
Insurance Property and Liability Insurance	3.5%	3.5%		190,130	161,963	352,093	196,785	167,631	364,416	203,672	173,499	377,171	210,801
Fidelity Bond Insurance Worker's Compensation	3.5% 3.5%	3.5% 3.5%		12,420	10,580	23,000	12,855	10,950	23,805	13,305	11,334	24,638	13,770
Director's & Officers' Liability Insurance Sub-total Insurance	3.5%	3.5%		202,550	172,543	375,093	209,639	178,582	388,221	216,977	184,832	401,809	224,571
Maintenance & Repair Payroll	3.5%	3.5%		86,400	73,600	160,000	89,424	76,176	165,600	92,554	78,842	171,396	95,793
Supplies Contracts	3.5%	3.5%		15,911 158,787	13,554 135,263	29,465 294,050	16,468 164,345	14,028 139,997	30,496 304,342	17,044 170,097	14,519 144,897	31,564 314,994	17,641 176,050
Garbage and Trash Removal Security Payroll/Contract	3.5% 3.5%	3.5% 3.5%		58,320 206,220	49,680 68,740	108,000 274,960	60,361 213,438	51,419 71,146	111,780 284,584	62,474 220,908	53,218 73,636	115,692 294,544	64,660 228,640
HVAC Repairs and Maintenance	3.5%	3.5%		10,800	9,200	20,000	11,178	9,522	20,700	11,569	9,855	21,425	11,974
Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses	3.5% 3.5%	3.5%		810	690	1,500	838	714	1,553	868	739	1,607	898
Sub-total Maintenance & Repair Expenses Supportive Services	3.5%	3.5%		537,248	350,727 108.790	887,975 108.790	556,052	363,002 112.598	919,054 112,598	575,514	375,707 116,539	951,221 116.539	595,657
Commercial Expenses	0.070	0.070	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%		700,700	-		772,000	-		770,000	-	
TOTAL OPERATING EXPENSES	-			1,358,416	1,159,030	2,517,446	1,405,960	1,199,596	2,605,556	1,455,169	1,241,582	2,696,751	1,506,100
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees)					11,391			Note: Hidden c	olumns are in b	etween total col	umns. To updat	e/delete values i
Ground Lease Base Rent Bond Monitoring Fee	1			8,100 8,100	6,900 6,900	15,000 15,000	8,100 8,100	6,900 6,900	15,000 15,000	8,100 8,265	6,900 7,040	15,000 15,305	8,100 8,174
Replacement Reserve Deposit Operating Reserve Deposit				59,670	50,830	110,500	59,670	50,830	110,500	59,670	50,830	110,500	59,670
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit				-	-	-	-	-	-	-		-	
Required Reserve 2 Deposit/s, Commercial	t		from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	-	-	-	-	-	-	-	-	-	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees			-	75,870	64,630	140,500	75,870	64,630	140,500	76,035	64,770	140,805	75,944
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees)	Fees)			1,434,286	1,223,660	2,657,946 12,027	1,481,830	1,264,226	2,746,056	1,531,203	1,306,352	2,837,556	1,582,044
NET OPERATING INCOME (INCOME minus OP EXPENSES)				15,806	806,185	821,991	16,265	816,365	832,630	16,739	826,254	842,993	17,231
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loai Hard Debt - First Lender			Enter comments re: annual increase, etc.	-	728,846	728,846	-	743,675	Note: Hidden c 743,675	olumns are in b	etween total col 743,517		e/delete values -
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	nder)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender			Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%			-	-	-	-	-			-
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE	1		Commercial to Residential allocation: 0%	-	728,846	728,846		743,675	743,675		743,517	743,517	
CASH FLOW (NOI minus DEBT SERVICE)				15,806	77,339	93,145	16,265	72,690	88,955	16,739	82,737	99,476	17,231
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom-	e)			0] [(0)	(0)	(0)	(0)	(0)	(0)	(0)
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:	15,806	77,339	93,145 1.128	16,265	72,690	88,955 1.12	16,739	82,737	99,476 1.134	17,231
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.5%	3.5%	per MOHCD policy							olumns are in b	etween total col		e/delete values
Partnership Management Fee (see policy for limits)	3.5%	3.5%	per MOHCD policy	13,106	11,164	24,270	13,565	11,555	25,119	14,039	11,959	25,999	14,531
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Pmnt - Lender 1			per MOHCD policy no annual increase Enter comments re: annual increase, etc.	2,700	2,300	5,000	2,700	2,300	5,000	2,700	2,300	5,000	2,700
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	<u> </u>			15,806	13,464	29,270	16,265	13,855	30,119	16,739	14,259	30,999	17,231
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING	G MOHCD)			0	63,875	63,875	0	58,835	58,835	(0)	68,477	68,477	(0)
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts and Receipts Appear Leader (Curper		Yes No											
Residual Receipts split for all years Lender/Owner		67% / 33%		M 2 .	-1								
		Dist. Soft		Max Deferred Dev Cum. Deferred De		-			-			-	
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	T	Debt Loans		1				[
MOHCD Residual Receipts Amount Due	1	100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			42,583			39,223			45,652	
Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground	†		Proposed Total MOHCD Amt Due less Loan			42,583			39,223			45,652	
Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	1		Repayment	I I	ļ	-		Į	-		ļ	-	
HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due	1	0.00% 0.00%	No HCD Financing		ĺ	-		[-			-	
	†	0.00%				-		ŀ	-			-	
Lender 5 Residual Receipts Due	_1					-			•			-	
	•					04 000						00.000	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below)	,			İ	1	21,292 21,292		ſ	19,612 19.612		Į.	22,826 22.826	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/licentive Management Fee Other Distributions/Uses	-					21,292			19,612 19,612			22,826	
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) REPLACEMENT RESERVE - RUNNING BALANCE	-								19,612			22,826	
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)	-							[19,612			22,826	
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 Owner Distributions/Uses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Staffing Balance Replacement Reserve Staffing Balance Replacement Reserve Withdrawals (ideally tied to CNA)						21,292		[19,612			22,826	
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) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits			BD Palmond I ==			21,292			19,612 - 110,500 110,500 - 221,000			22,826 - 221,000 110,500 - 331,500	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/luses (Other Distributions/luses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Unitervasia (ideally tied to CNA) Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Withdrawals (ideally set of CNA) Replacement Reserve Interest OPERATING RESERVE - RUNNING BALANCE			RR Balance/Unit			21,292 - - 110,500 - 110,500		[19,612 - 110,500 110,500			221,000 110,500 - 331,500 \$1,500	
Lender 5 Residual Roceipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Incentive Management Fee Other Distributions/Incentive Management Fee Other Distributions/Incentive Management Fee Replacement Reserve Starting Balance Replacement Reserve Starting Balance Replacement Reserve Withdrawals (ideally Bed to CNA) Replacement Reserve Withdrawals (ideally Bed to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Starting Balance			RR Balance/Unit			21,292 - - 110,500 - 110,500		[19,612 - 110,500 110,500 - 221,000			22,826 - 221,000 110,500 - 331,500	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Lese Other Distributions/Lese Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Starting Balance Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve University RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals			RR Balance/Unit			21,292 - - 110,500 - 110,500		[19,612 - 110,500 110,500 - 221,000			221,000 110,500 - 331,500 \$1,500	
Lender 5 Residual Roceipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Less Other Distributions/Less Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Withdrawals (ideally bed to CNA) Replacement Reserve Withdrawals (ideally bed to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals		OR Balance a	RR Balance/Unit			21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - 221,000			221,000 110,500 - 331,500 \$1,500	
Lender 5 Residual Roceipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Leses Other Distributions/Leses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Withdrawals (ideally sed to CNA) OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance		OR Balance a				21,292 - - 110,500 - 110,500		[19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Lese Other Distributions/Lese Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Withdrawals (ideally sed to CNA) OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals Other Reserve Istarting Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance		OR Balance a				21,292 - - 110,500 - 110,500		 	19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
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) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Strating Balance Replacement Reserve Updates Operating Reserve Updates Operating Reserve Updates Operating Reserve Updates OPERATING RESERVE - RUNNING BALANCE Other Reserve 1 Starting Balance Other Reserve 1 Deposits		OR Balance a				21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Lese Other Distributions/Lese Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Residacement Reserve Starting Balance Residacement Reserve Withdrawals (ideally ted to CNA) Replacement Reserve Leposits Replacement Reserve Starting Balance Operating Reserve Starting Balance Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Interest OPERATING RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 United Starting Balance Other Reserve 1 Vitiderawals Other Reserve 1 Vitiderawals Other Reserve 1 Vitiderawals Other Reserve 1 Vitiderawals Other Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE		OR Balance a				21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
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) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Deposits Replacement Reserve Uthribrawals (ideally tied to CNA) Replacement Reserve Withdrawals (ideally ted to CNA) Replacement Reserve Interest Replacement Reserve Uthribrawals (ideally ted to CNA) Replacement Reserve Interest Replacement Reserve Interest Replacement Reserve Interest Replacement Reserve Interest OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Interest OPHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Interest Other Reserve 1 Interest OTHER RESERVE 2 - RUNNING BALANCE		OR Balance a				21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
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) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Interest Replacement Reserve Deposits Operating Reserve Starting Balance Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Deposits Operating Reserve Withdrawals Ober Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Therest Other Reserve 1 Therest Other Reserve 1 Therest Other Reserve 2 Interest Other Reserve 2 Starting Balance Other Reserve 2 Starting Balance Other Reserve 2 Starting Balance Other Reserve 2 Deposits		OR Balance a				21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	
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) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve United Starting Balance Replacement Reserve United Starting Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE Operating Reserve Withdrawals Other Reserve 1 Starting Balance OTHER RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Ploposits Other Reserve 1 Interest Other Reserve 1 Interest Other Reserve 1 Vithdrawals Other Reserve 2 Starting Balance OTHER RESERVE 2 - RUNNING BALANCE		OR Balance a				21,292 - - 110,500 - 110,500			19,612 - 110,500 110,500 - - 221,000 \$1,000			22,826 221,000 110,500 331,500 \$1,500	

	LOSP	Non-LOSP											
Total # Units. 221	: Units	Units 101		Year 4			Year 5			Year 6			Year 7
	54.00% % annua	% 46.00%	Comments	2027			2028			2029			2030
INCOME Residential - Tenant Rents	inc LOSI		(related to annual inc assumptions)	non-LOSP 2,294,462	Total 2,739,552	LOSP 449,541	non-LOSP 2,351,823	Total 2,801,364	LOSP 454,036	2,410,619	Total 2,864,655	LOSP 1	2,470,885
Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	n/a n/a	n/a n/a			1,169,182	1,217,899	-	1,217,899	1,268,427	-	1,268,427	1,320,829	-
Commercial Space Residential Parking	n/a 2.5%	3.0%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%					-			-		
Miscellaneous Rent Income Supportive Services Income	2.5%	2.5%		-	-	-	-		-	-	-	-	-
Interest Income - Project Operations Laundry and Vending	2.5% 2.5%	2.5%		- 6,182	13,439	7,439	6,337	13,775	- 7,625	6,495	14,120	- 7,815	6,658
Tenant Charges Miscellaneous Residential Income	2.5% 2.5%	2.5% 2.5%		-		-	-	-			-	=-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0% Link from Reserve Section below, as		-			-			-		
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income		n/a	applicable	2,300,644	3,922,173	1,674,878	2,358,160	4,033,039	1,730,088	- 2,417,114	4,147,202	1,787,221	2,477,542
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments	n/a n/a n/a	n/a n/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not appropriate	(114,723)	(136,978)	(22,477)	(117,591)	(140,068)	(22,702)	(120,531)	(143,233)	(22,929)	(123,544)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME		n/a	appropriate	2,185,921	3,785,196	1,652,401	2,240,569	3,892,970	1,707,386	2,296,583	4,003,969	1,764,292	2,353,998
OPERATING EXPENSES Management		_											
Management Fee Asset Management Fee	3.5% 3.5%	3.5% 3.5%	1st Year to be set according to HUD schedule. per MOHCD policy	94,678 12,383	205,822 26,920	115,034 15,045	97,992 12.816	213,026 27,862	119,060 15,572	101,422 13,265	220,482 28.837	123,227 16.117	104,972 13,729
Sub-total Management Expenses Salaries/Benefits			, , , ,	107,061	232,742	130,080	110,808	240,888	134,632	114,687	249,319	139,344	118,701
Office Salaries Manager's Salary	3.5%	3.5% 3.5%		92,198 40,801	200,431 88,697	112,021 49,573	95,425 42,229	207,446 91,802	115,941 51,308	98,765 43,707	214,706 95,015	119,999 53,104	102,222 45,237
Health Insurance and Other Benefits Other Salaries/Benefits	3.5% 3.5%	3.5% 3.5%		60,088 2,550	130,626 5,544	73,007 3,098	62,191 2,639	135,198 5,738	75,562 3,207	64,368 2,732	139,930 5,938	78,207 3,319	66,621 2,827
Administrative Rent-Free Unit Sub-total Salaries/Benefit:	3.5% s	3.5%		- 195,637	425,298	237,699	202,484	440,184	- 246,019	209,571	455,590	- 254,629	216,906
Administration Advertising and Marketing	3.5%	3.5%		2,550	5,544	3,098	2,639	5,738	3,207	2,732	5,938	3,319	2,827
Office Expenses Office Rent	3.5%	3.5%		27,281	59,308	33,147	28,236	61,383	34,307	29,225	63,532	35,508	30,247
Legal Expense - Property Audit Expense	3.5%	3.5%		6,375 8,094	13,859 17,595	7,746 9,834	6,598 8,377	14,344	8,017 10,178	6,829 8,670	14,846 18,849	8,297 10,534	7,068 8,974
Bookkeeping/Accounting Services Bad Debts Miscellaneous	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		16,907	36,754	20,542	17,499	38,040	21,261	18,111	39,372	22,005	18,745
Miscellaneous Sub-total Administration Expenses Utilities		J.576		61,207	133,059	74,367	63,350	137,717	76,970	65,567	142,537	79,664	67,862
Electricity Water	3.5% 3.5%	3.5% 3.5%		98,273 44,409	213,637 96,542	119,402 53,957	101,712 45,963	221,114 99,921	123,581 55,846	105,272 47,572	228,853 103,418	127,906 57,800	108,957 49,237
vv aten Gas Sewer	3.5%	3.5%		65,535	142,468	79,625	67,829	147,454	82,412	70,203	152,615	85,297	72,660
Sub-total Utilities Taxes and Licenses				208,217	452,646	252,984	215,505	468,489	261,838	223,048	484,886	271,003	230,854
Real Estate Taxes Payroll Taxes	3.5% 3.5%	3.5% 3.5%		4,080	8,870	4,957	4,223	9,180	5,131	4,371	9,501	5,310	4,524
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	3.5%	3.5%		8,058 12,138	17,518 26,387	9,791 14,748	8,340 12,563	18,131 27,311	10,133 15,264	8,632 13,003	18,765 28,267	10,488 15,798	8,934 13,458
Insurance Property and Liability Insurance	3.5%	3.5%		179,571	390,372	218,179	185,856	404,035	225,815	192,361	418,176	233,719	199,094
Fidelity Bond Insurance Worker's Compensation	3.5% 3.5%	3.5% 3.5%		11,730	25,501	14,252	12,141	26,393	14,751	12,566	27,317	15,267	13,006
Director's & Officers' Liability Insurance Sub-total Insurance	3.5% e	3.5%		- 191,301	415,872	232,431	197,997	430,428	240,566	204,927	445,493	248,986	212,099
Maintenance & Repair Payroll	3.5%	3.5%		81,602	177,395	99,146	84,458	183,604	102,616	87,414	190,030	106,208	90,473
Supplies Contracts	3.5%	3.5% 3.5%		15,027 149,969	32,668 326,018	18,258 182,212	15,553 155,217	33,812 337,429	18,897 188,589	16,098 160,650	34,995 349,239	19,559 195,190	16,661 166,273
Garbage and Trash Removal Security Payroll/Contract	3.5%	3.5% 3.5%		55,081 76,213	119,742 304,853	66,924 236,642	57,009 78,881	123,932 315,523	69,266 244,925	59,004 81,642	128,270 326,566	71,690 253,497	61,069 84,499
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	3.5%	3.5%		10,200 765	22,174 1,663	12,393 929	10,557 792	22,950 1,721	12,827 962	10,927 820	23,754 1,782	13,276 996	11,309 848
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5% s	3.5%		388,857	984,514	616,505	402,467	1,018,972	638,082	416,554	1,054,636	660,415	431,133
Supportive Services	3.5%	3.5%	from 'Commercial Op. Budget' Worksheet;	120,617	120,617	-	124,839	124,839	-	129,208	129,208	-	133,731
Commercial Expenses TOTAL OPERATING EXPENSES	4		Commercial to Residential allocation: 0%	1,285,037	2.791.137	1.558.813	1,330,014	2.888.827	1.613.372	1.376.564	2.989.936	1.669.840	1.424.744
PUPA (w/o Reserves/GL Base Rent/Bond Fees Reserves/Ground Lease Base Rent/Bond Fees	s)			n yellow cells, mai	ninulate each ce	ell rather than dra	ianina across mul	tiple cells	, , , ,		,,	,,	
Ground Lease Base Rent Bond Monitoring Fee	1			6,900 6,963	15,000 15,137	8,100 8,079	6,900 6,882	15,000 14,961	8,100 7,979	6,900 6,797	15,000 14,775	8,100 7,873	6,900 6,706
Replacement Reserve Deposit Operating Reserve Deposit				50,830	110,500	59,670	50,830	110,500	59,670	50,830	110,500	59,670	50,830
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit				-	-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Feet			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	64,693	140,637	75,849	64,612	140,461	75,749	64,527	140,275	75,643	64.436
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond				1,349,730	2,931,774	1,634,662	1,394,626	3,029,288	1,689,120	1,441,091	3,130,211	1,745,482	1,489,180
PUPA (w/ Reserves/GL Base Rent/Bond Fees NET OPERATING INCOME (INCOME minus OP EXPENSES)	s)			000 404	853.422	17,739	845,943	863,683	18,266	855,493	873,759	18,810	864,818
				836,191									
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loa	ins)		Enter comments my appual increase etc.	າ yellow cells, ma	nipulate each ce	all rather than dra							742 706
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt. or other 2nd Lender)			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	n yellow cells, mai 743,350	,	-	743,174	743,174 -		742,990	742,990	-	742,796
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt - Third Lender (Öther HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet;	າ yellow cells, ma	nipulate each ce	ell rather than dra			-				742,796 - - -
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	nder)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	743,350	nipulate each ce	-	743,174		-				
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	nder)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet;	7 yellow cells, mai 743,350 - -	743,350 	-	743,174	743,174 	-	742,990	742,990 - - - - 742,990 130,769		-
Hard Debt. First Lender Hard Debt. Second Lender (HCD Program 0.42% pymt. or other 2nd Ler Hard Debt. Second Lender (Other HCD Program, 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 incom	nder)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet;	743,350 	743,350 	- - - - 17,739	743,174 - - - - 743,174 102,769	743,174 743,174 120,509 (0)	- - - - 18,266	742,990 	742,990 	- 18,810	742,796 122,022
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd 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 incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)	nder)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet;	7 yellow cells, may 743,350	743,350 	- - - - 17,739 (0)	743,174 - - - - 743,174 102,769	743,174 743,174 120,509 (0) 120,509 1.162		742,990 	742,990 - - - - 742,990 130,769	- 18,810	742,796
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Fourth Lender TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fellow-the-line* Asset Mg fee (uncommon in new projects, see policy)	E 3.5%	3.5%	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments op, sudget Worksheet. Commental to Residents allocation; the DSCR. DSCR. DSCR.	7 yellow cells, may 743,350	743,350	17,739 (0)	743,174	743,174 743,174 120,509 (0) 120,509 1.162	- - - 18,266 (0) 18,266	742,990 	742,990 	- 18,810 0 18,810	742,796 122,022 0 122,022
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Fourth Lender TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Bellow-the-lieft-Asset Mg (Fee) (incommon in new projects, see policy) Partnership Management Fee (see policy for limits)	E E	3.5%	Enter comments re: annual increase, etc. Inner comments in: annual increase, etc. Inner comments in: annual increase, etc. Inner comments in comments increase, etc. Inner comments in Residential allocation: 0% DSCR:	7 yellow cells, may 743,350	743,350 	- - - - 17,739 (0)	743,174 - - - - 743,174 102,769	743,174 743,174 120,509 (0) 120,509 1.162	- - - - 18,266	742,990 	742,990 	- 18,810	742,796 122,022
Hard Debt. Second Lender (HCD Program 0.42% pyml, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Fourth Lender TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR, USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fillowith-Beiner-Asset Mg1 fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1	E 3.5%		Enter comments re: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy per MOHCD policy annual increase Enter comments re: annual increase Enter comments re: annual increase, etc.	7 yellow cells, man 743,350	743,350	17,739 (0) 17,739 (1) 17,739 15,039	743,174 743,174 102,769 (0) 102,769 12,811 2,300	743,174	- - - 18,266 (0) 18,266 - - 15,566 2,700 - -	742,990 	742,990 	- 18,810 0 18,810	742,796 122,022 0 122,022
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Teyth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE) Commercial Chyl Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Tedow-the-liner "Asset Mg1 fee" (uncommon in new projects, see policy Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Tedow-the-liner "Asset Mg1 fee" (see policy for limits) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Tedow-the-liner "Asset Mg1 fee") (see policy for limits) USES THAT PRECEDE MG1 fee (uncommon in new projects, see policy Debt. See Policy Partnership Management Fee (see policy for limits) USES THAT PRECEDE MG1 fee (alsa "LP Asset Mg1 fee") (see policy for limits) USES THAT PRECEDE MG1 fee (alsa "LP Asset Mg1 fee") (see policy for limits) USES THAT PRECEDE MG1 feet MG1 f	3.5% 3.5%		Enfer comments nr. annual increase, etc. Increas	7 yellow cells, man 743,350 743,350 92,841 (0) 92,841 7 12,376 2,300	743,350	17,739 (0) 17,739 (17) 17,739 (18) 17,739 (18) 18,039 (18) 19,039 (18) 10,039	743,174	743,174 743,174 120,509 120,509 1.162 27,850 5,000	- 18,266 (0) 18,266 - 15,566 2,700 	742,990 	742,990 	- 18,810 0 18,810 - 16,110 2,700 - - -	742,796 122,022 0 122,022
Hard Debt. Second Lender (HCD Program 0.42% pyml, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toputh 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 incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Bellow-the-line' Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) Non-amortizing Loan Print Lender 1 Non-amortizing Loan Print Lender 1 Non-amortizing Loan Print Lender 2	3.5% 3.5%	3.5%	Enter comments re: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy per MOHCD policy annual increase Enter comments re: annual increase Enter comments re: annual increase, etc.	7 yellow cells, man 743,350	743,350	17,739 (0) 17,739 (15,039 2,700	743,174	743,174	- 18,266 (0) 18,266 - 15,566 2,700 	742,990 	742,990 	- 18,810 0 18,810	742,796 122,022 0 122,022
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Fourth Lender TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fellowith-Being-Asset Mgf (see policy for limits) (Investor Service Fee (als TLP Asset Mgf Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt < = Max Fee from row 131)	3.5% 3.5%	3.5%	Enter comments re: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy per MOHCD policy annual increase Enter comments re: annual increase Enter comments re: annual increase, etc.	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 (0) 110,072 110,072 26,909 5,000	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pyml. or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Teyruth Lender TOTAL HARD DEBT SERVICE COMMercial Hard Debt Service TOTAL HARD DEBT SERVICE COMMercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Tellow-the-liner Asset Migt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Precedition (CASH FLOW MENTS PRECEDING MOHCR RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCR RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING Dose Project have a MOHCD Residual Receipt Obligation?	3.5% 3.5%	3.5%	Enter comments re: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy per MOHCD policy annual increase Enter comments re: annual increase Enter comments re: annual increase, etc.	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 (0) 110,072 110,072 26,909 5,000	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE; Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Bedow-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Tother Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131) TOTAL PAYMENTS PRECEDIN MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDINS MOHC) RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDINS Does Project have a MOHCD Residual Receipt Obligation? Will Project Deef Developer Fee? Residual Receipts split for all years Lender/Owner	3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft	Enter comments re: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy per MOHCD policy annual increase Enter comments re: annual increase Enter comments re: annual increase, etc.	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 (0) 110,072 110,072 26,909 5,000	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pyml, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECDE MOHCD DEBT SERVICE IN WATERFALL Fedow-the-line* Asset Migf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Tother Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131) TOTAL PAYMENTS PRECEDIN MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Obligation? Will Project Deef Developer Fee?	3.5% 3.5%	3.5% Yes No 67%/33%	Enter comments ne: annual increase, etc. Enter comments increase, etc. Enter comments increase, etc. Enter comments increase, etc. DSCR DSC	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 (0) 110,072 110,072 26,909 5,000	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Scoond Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toputh 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 incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) Other Payments Non-amortizing Loan Print Lender 1 Non-amortizing Loan Print Lender 2 Deferred Developer Fee (Enter and <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED Residual Receipts split for all years Lender/Owner MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount Due	3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft	Enter comments ne: annual increase, etc. Commercial to Residential allocation: 0% DSCR. per MOHCD policy per MOHCD policy on annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Allocation per pro rata share of all act debt	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Scoond Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourth 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 incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Belov-the-liner 'Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter and <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Chilgation? WIII Project Developer Fee WOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground	3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans	Enter comments ne: annual increase, etc. Enter comments increase, etc. Enter comments increase, etc. Enter comments increase, etc. Increase increase, etc. Increase increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Allocation per pro rata share of all soft debt boars, and MOHCD residual receipts policy Proposed Total MOHCD can be used to be set Loan.	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoon Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Scoon Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE! Commercial Hard Debt Service TOTAL HARD DEBT SERVICE! Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Bedow-the-line* Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Other Payments Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Monunt to Residual Ground Lesse NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoon Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Scoon Lender (HCD Program, or other 3rd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Toruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE; Commercial Hard Debt Service TOTAL HARD DEBT SERVICE; Commercial Complex Service (Service) Hard Debt. Service (Service) Hard Service (Service) Hard Debt. Service (Service) Hard Debt. Service) Hard Debt. Service (Service) Hard Debt. Service (Service) Hard Service) Hard Debt. Service (Service) Hard Debt. Service) Hard Service (Service) Hard Service) Hard Service) Hard Service) Hard Service (Service) Hard Service) Hard	3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments ne: annual increase, etc. Enter comments increase, etc. Enter comments increase, etc. Enter comments increase, etc. Increase increase, etc. Increase increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Allocation per pro rata share of all soft debt boars, and MOHCD residual receipts policy Proposed Total MOHCD can be used to be set Loan.	7 yellow cells, man 743,350 743,350 743,350 92,841 (0) 92,841 1 yellow cells, man 2,376 2,300 1,4678	743,350 743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Tenuth Lender (Tother HCD Program, or other 3nd Lender) Hard Debt. Service TOTAL HARD DEBT SERVICE (CASH FLOW (NOI minus DEBT SERVICE) Commercial Chip Cash Flow (Allocation of Commercial Surplus to LOPS/hon-LOSP (residual incom AVAILABLE CASH FLOW (NOI minus DEBT SERVICE) (See Section 1997) MINUS SECTION (See Section 1997)	3.5% 3.5% G MOHCD	7 Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Teruth Lender TOTAL HARD DEBT SERVICE TOTAL HARD DEBT SERVICE TOTAL HARD DEBT SERVICE Ownercial Chip Cash Flow (NOI minus DEBT SERVICE) Commercial Chip Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW WISE) OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Chief Payments Mohod Projects (See policy for limits) Chief Payments (Service Fee (als 1.2 Hasset Mgf Fee") (see policy for limits) Chief Payments (Service Fee) (als 1.2 Hasset Mgf Fee") (see policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee") (see policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee") (see policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee") (see Policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee") (see Policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee) (see Policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee) (see Policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee) (see Policy for limits) Chief Payments (See Policy Fee (als 1.2 Hasset Mgf Fee)	3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Tourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE) COMMErcial Hard Debt Service TOTAL HARD DEBT SERVICE COMMErcial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOD DEBT SERVICE IN WATERFALL Belove-the-liner "Asset Maff fee (uncomman in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Mohamortizing Loan Prind - Lender 1 Non-amortizing Loan Prind - Lender 2 Deferred Developer Fee (Enter ann. See Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHC RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHC RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHC Residual Receipts a MOHCD Residual Receipt Obligation? Will Project Deler Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repsyment Proposed MOHCD Residual Receipts Amount to Residual Cround Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Cround Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE MCD Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/florentive Management Fee	3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 110,072 110,072 110,072 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 1,162 27,850 5,000 32,850 57,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (PICD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Tentrul Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Service TOTAL HARD DEBT SERVICE Commercial Hard Debt Service TOTAL HARD DEBT SERVICE COMMERCIAL OF COMMER	3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 743,350 110,072 110,072 1,148 26,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Dets Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Dets Third Lender (Other HCD Program, or other 3nd Lender) Hard Dets Touth Lender Commercial Hard Dets Touth Lender Commercial Hard Dets Service TOTAL HARD DEBT SERVICE COmmercial Hard Dets Service TOTAL HARD DEBT SERVICE (CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fedov-the-line* Asset Migf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Non-amortizing Loan Prmt - Lender 1 Non-amortizing Loan Prmt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131) TOTAL PAYMENTS PRECEDIMS MOHCD Residual Receipt Onligation? Will Project Dere Developer Fee? Residual Receipts Amount Due MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Cround Lesse NON-MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Cround Lesse NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender 1 Residual Receipts Due REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Lesse REMAINDER (Should be zero unless there are distributions below)	3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 743,350 110,072 110,072 110,072 110,072 26,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 531,500	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1.176 28,825 5,000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (TCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (TCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (TCD Program, or other 3rd Lender) 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 incom AVAILABLE CASH FLOW (NOI This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) (TOTAL PAYMENTS PRECEDING MOHED (TS) (SEE THAT PAYMENTS PRECEDING MOHED (SEE THAT PAYMENTS PRECEDING MOHED (TS) (SEE THAT PAYMENTS PRECEDING TS) (SEE THA	3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 110,072 110,072 110,072 1,148 26,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 1,162 27,850 5,000 32,850 87,658	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1.176 28,825 5.000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Second Lender (HCD Program, or other 3nd Lender) Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Teruth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE) COMMErcial Hard Debt Service TOTAL HARD DEBT SERVICE COMMErcial How (NOI minus DEBT SERVICE) Commercial Chyl Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) MOHOD RESIDUAL RECEIPTS DEBT SERVICE MOHOD Residual Receipts Amount Due Proposed MOHOD Residual Receipts Amount to Loan Repayment Proposed MOHOD Residual Receipts Amount to Residual Ground Leader A Residual Receipts Due Total Non-MOHOD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions below) Owner Distributions/lines Indiana Receipts Challed Replacement Reserve Deposits Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Starting Balance	3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Filter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Enter comments in: annual increase, etc. Allocation per pro rata share of all soft debt loairs, and MOHCD residual recepts policy Proposed Total MOHCD Amt Due less Loan Repayment	7 yellow cells, man 743,350	743,350 743,350 743,350 110,072 110,072 110,072 110,072 26,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 531,500	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1.176 28,825 5,000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (PHD Program, or other 3nd Lender) Hard Debt. Touth Lender (Debt. HCD Program, or other 3nd Lender) Hard Debt. Touth Lender (Touth Hender) Touth Lender (Commercial Hard Debt. Service TOTAL HARD DEBT SERVICE) 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 incom AVAILABLE CASH FLOW (NOI This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgf. fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee (aka "LP Asset Mgf. Fee") (see policy for limits) (Investor Service Fee") (Investor Service Fee	3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00%	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Increase	7 yellow cells, man 743,350	743,350 743,350 110,072 110,072 110,072 110,072 25,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 742,990 130,769 130,769 1.176 28,825 5.000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (PHD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Debt. HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Debt. HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Debt. HCD Program, or other 3rd Lender) Hard Debt. Scription (Debt. HCD Program, or other 3rd Lender) Hard Debt. Scription (Debt. HCD Program, or other 3rd Lender) Hard Debt. Scription (Debt. HCD Program, Or other Scription) How Allowale Leader (Debt. HCD Program, Or Other Debt. HCD Program, Or Other Debt. HCD Program, Or Other Payments (Debt. HCD Program, Or Other Payments) How Allowale (HCD Program, Or Other Payment) How Allowale (HCD Program, Other	3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00%	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Increase	7 yellow cells, man 743,350	743,350 743,350 110,072 110,072 110,072 110,072 25,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 742,990 130,769 130,769 1.176 28,825 5.000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Dets - Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Dets - Scond Lender (HCD Program, or other 3nd Lender) Hard Dets - Scond Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Scond Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Scond Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Scond Lender (Other Lender 1 Acceptable 1 Acceptable 1 Acceptable 1 Acceptable 1 Acceptable 1 Acceptable 2 Ac	3.5% 3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourth Lender (Commercial Hard Debt. Scoond Lender (HCD Program, or other 3rd Lender) Hard Debt. Tourth Lender (Commercial Hard Debt. Service TOTAL HARD DEBT SERVICE) 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 incom AVAILABLE CASH FLOW (NOI This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Belov-the-liner Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (aka TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee) (See policy for limits) (Investor Service Fee) (Investor Servi	3.5% 3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Increase	7 yellow cells, max 743,350	743,350 743,350 110,072 110,072 110,072 110,072 25,909 5,000 31,909 78,163	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 742,990 130,769 130,769 1.176 28,825 5.000 33,825 96,943	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoon Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Other HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Tourt HCD Program, or other 3rd Lender) Hard Debt. Tourt Lender (Commercial Hard Debt Service) TOTAL HARD DEBT SERVICE] Commercial Only Cash Flow TOTAL HARD DEBT SERVICE (CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Below-the-line* Asset Migf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter and <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE REGIDENTER SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Less Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Rep	3.5% 3.5% 3.5% 3.5%	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoon Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Tourt Lender (Commercial Hard Debt. Scruth Lender Commercial Hard Debt. Scruth Lender TOTAL HARD DEBT SERVICE COmmercial Hard Debt Service TOTAL HARD DEBT SERVICE COmmercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW WISE OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL Below-the-liner Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (lad TLP Asset Mgf Fee") (see policy for limits) (Investor Service Fee (lad TLP Asset Mgf Fee") (see policy for limits) (Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter and K= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHED Residual Receipts Amount to Residual Receipts Service Will Project Deber Developer Fee? Residual Receipts Amount to Loan Repayment MOHED Residual Receipts Amount to Loan Repayment Totals Receipts Amount to Loan Repayment Totals Receipts Amount to Loan Repayment Totals Non-MOHED Residual Receipts Amount to Loan Repayment Totals Non-MOHED Residual Receipts Debt SERVICE MOHED Residual Receipts Amount Due Proposed MOHED Residual Receipts Amount to Loan Repayment Totals Non-MOHED Residual Receipts Debt SERVICE MOHED Residual Receipts Amount Due Lender 4 Residual Receipts Due Lender 5 R	3.5% 3.5% G MOHCD	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350 743,350 743,350 92,841 (0) 92,841 1, 2, 300 1, 2, 300 7, 14,678 7,6163	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Dets - Second Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Dets - Tortut Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Tortut Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Tortut Lender Commercial Hard Dets Service TOTAL HARD DEBT SERVICE Commercial Hard Dets Service TOTAL HARD DEBT SERVICE Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fedow-the-liner - Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter aint <= Max Fee from row 131) TOTAL PAYMENTS PRECEDIMS MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIMS MOHCR RESIDUAL RECEIPTS DEBT SERVICE MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD RESIDUAL RECEIPTS DEBT SERVICE MOHCD RESIDUAL RECEIPTS DEBT SERVICE REGEORMENT RESERVE (See policy for minus payment proposed MOHCD Residual Receipts Amount Due Lender 1 Residual Receipts Due Lender 1 Residual Receip	3.5% 3.5% G MOHCD	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350 743,350 743,350 92,841 (0) 92,841 1, 2, 300 1, 2, 300 7, 14,678 7,6163	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Dets - Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Dets - Third Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Toruth Lender Commercial Hard Dets - Scrott Lender Commercial Hard Dets Service TOTAL HARD DEBT SERVICE COMMERCIAL OF	3.5% 3.5% G MOHCD	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350 743,350 743,350 92,841 (0) 92,841 1, 2, 300 1, 2, 300 7, 14,678 7,6163	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Dets - Scoond Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Dets - Third Lender (Other HCD Program, or other 3nd Lender) Hard Dets - Toruth Lender Commercial Hard Dets - Scrott Lender Commercial Hard Dets Service TOTAL HARD DEBT SERVICE COMMERCIAL OF	3.5% 3.5% 3.5% 3.5% 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350 743,350 743,350 92,841 (0) 92,841 1, 2, 300 1, 2, 300 7, 14,678 7,6163	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024
Hard Debt. Scoon Lender (HCD Program 0.42% pymt, or other 2nd Ler Hard Debt. Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Total Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Total Lender (Other HCD Program, or other 3nd Lender) Hard Debt. Total Lender (Total Lender) Total Lender (Commercial Hard Debt Service) TOTAL HARD DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHO DEBT SERVICE IN WATERFALL Below-the-liner 'Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) Univestor Service Fee (aka "LP Asset Mgf Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferned Developer Fee (Enter and K = Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHC RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING Does Project have a MOHCD Residual Receipt Obligation? Will Project Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Lease MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Debt Service MOHCD Residual Receipts Service REMAINDER (Should be zero unless there are distributions below) Other Polivibutional Uses REMAINDER (Should be zero tenders there are distributions below) Other Desirbutions Incentive Management Fee Other Desir	3.5% 3.5% 3.5% 3.5% 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	3.5% Yes No 67% / 33% Dist. Soft Debt Loans 100.00% 0.00% 0.00%	Enter comments in: annual increase, etc. From Commercial to Residential allocation: 0% DSCR	7 yellow cells, max 743,350 743,350 743,350 92,841 (0) 92,841 1, 2, 300 1, 2, 300 7, 14,678 7,6163	743,350 743,350 110,072 110,072 110,072 126,909 5,000 31,909 78,163 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109 52,109	(7) (7) (7) (7) (7) (7) (7) (7) (7) (7)	743,174 743,174 102,769 (0) 102,769	743,174 743,174 120,509 120,509 120,509 5,000 32,850 37,658 58,439 58,439 58,439 29,219 29,219 442,000 110,500	18,266 (0) 18,266 15,566 2,700	742,990	742,990 742,990 130,769 130,769 1,176 28,825 5,000 33,825 96,943 64,629 64,629	18,810 0 18,810 16,110 2,700 - - 18,810	742,796 122,022 0 122,022 - 13,724 2,300 - - - 16,024

600 7th Street													
Total # Units: 221	LOSP Units 120	Non-LOSP Units 101	-			Year 8			Year 9			Year 10	
	54.00% % annual	46.00% % annual	Comments			2031			2032			2033	
INCOME Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	1.0% n/a	2.5% n/a	(related to annual inc assumptions)	Total 2,929,461	463,162	non-LOSP 2,532,657	Total 2,995,819	LOSP 467,794	2,595,973	Total 3,063,767	472,472	2,660,872	Total 3,133,344
Residential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 3.0%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	1,320,829	1,375,175		1,375,175	1,431,530		1,431,530	1,489,969		1,489,969
Residential Parking Miscellaneous Rent Income	2.5% 2.5% 2.5%	2.5% 2.5%		-	-	-	-	-		-	-	-	-
Supportive Services Income Interest Income - Project Operations Laundry and Vending	2.5% 2.5%	2.5% 2.5% 2.5%		14,473	- 8,011	6,824	14,835	- 8,211	6,995	15,206	- 8,416	7,169	15,586
Tenant Charges Miscellaneous Residential Income	2.5%	2.5% 2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	-	-	-	-	-	-	-	-	-	-
Other Commercial Income Withdrawal from Capitalized Reserve (deposit to operating account)	n/a n/a	2.5% n/a	Commercial to Residential allocation: 0% Link from Reserve Section below, as applicable	-	-	-	-	-	-	-		-	-
Gross Potential Income Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments	n/a n/a	n/a n/a	Enter formulas manually per relevant MOH policy, annual incrementing usually not	4,264,763 (146,473)	1,846,348 (23,158)	2,539,481 (126,633)	4,385,828 (149,791)	1,907,536 (23,390)	2,602,968 (129,799)	4,510,503 (153,188)	1,970,858 (23,624)	2,668,042 (133,044)	4,638,900 (156,667)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	n/a	n/a	appropriate	- 4,118,290	1,823,190	2,412,848	4,236,037	1,884,146	2,473,169	4,357,315	1,947,234	2,534,998	- 4,482,232
OPERATING EXPENSES Management	I		1st Year to be set according to HUD										
Management Fee Asset Management Fee Sub-total Management Expenses	3.5% 3.5%	3.5% 3.5%	schedule. per MOHCD policy	228,199 29,846 258,045	127,540 16,681 144,222	108,646 14,210 122,855	236,186 30,891 267,077	132,004 17,265 149,269	112,448 14,707 127,155	244,452 31,972 276,425	136,624 17,869 154,494	116,384 15,222 131,606	253,008 33,091 286,099
Salaries/Benefits Office Salaries Manager's Salary	3.5% 3.5%	3.5%		222,221 98.340	124,199	105,799 46,820	229,999 101,782	128,546 56,886	109,502 48.459	238,049 105,345	133,045 58,877	113,335 50,155	246,380 109,032
Health Insurance and Other Benefits Other Salaries/Benefits	3.5% 3.5%	3.5% 3.5% 3.5%		144,828 6,146	54,962 80,944 3,435	68,953 2,926	149,897 6,361	83,777 3,555	71,366 3,029	155,143 6,584	86,710 3,680	73,864 3,135	160,573 6,814
Administrative Rent-Free Unit Sub-total Salaries/Benefits Administration	3.5%	3.5%		471,536	263,541	224,498	488,039	272,765	232,356	505,121	282,312	240,488	522,800
Advertising and Marketing Office Expenses	3.5% 3.5%	3.5% 3.5%		6,146 65,755	3,435 36,751	2,926 31,306	6,361 68,057	3,555 38,037	3,029 32,402	6,584 70,439	3,680 39,368	3,135 33,536	6,814 72,904
Office Rent Legal Expense - Property Audit Expense	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		15,366 19,508	8,588 10,903	7,316 9,288	15,903 20,191	8,888 11,285	7,572 9,613	16,460 20,898	9,200 11,680	7,837 9,949	17,036 21,629
Bookkeeping/Accounting Services Bad Debts Miscellaneous	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		40,750	22,775	19,401	42,176	23,572	20,080	43,652	24,397	20,783	45,180
Sub-total Administration Expenses Utilities				147,525	82,452	70,237	152,689	85,338	72,695	158,033	88,325	75,239	163,564
Electricity Water Gas	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		236,863 107,037	132,383 59,823	112,770 50,961	245,153 110,784	137,016 61,917	116,717 52,744 -	253,733 114,661	141,812 64,084	120,802 54,590 -	262,614 118,674
Sewer Sub-total Utilities	3.5%	3.5%		157,957 501,857	88,282 280,488	75,203 238,934	163,485 519,422	91,372 290,305	77,835 247,297	169,207 537,602	94,570 300,466	80,560 255,952	175,130 556,418
Taxes and Licenses Real Estate Taxes Payroll Taxes	3.5% 3.5%	3.5% 3.5%		9,834	5,496	4,682	10,178	5,689	4,846	10,534	5,888	5,015	10,903
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	3.5%	3.5%		19,422 29,256	10,855 16,351	9,247 13,929	20,102 30,280	11,235 16,924	9,571 14,416	20,806 31,340	11,628 17,516	9,906 14,921	21,534 32,437
Insurance Property and Liability Insurance Fidelity Bond Insurance	3.5% 3.5%	3.5% 3.5%		432,812	241,899	206,062	447,961	250,365	213,274	463,639	259,128	220,739	479,867
Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance	3.5% 3.5%	3.5% 3.5%		28,273 - 461,085	15,802 - 257,700	13,461 - 219,523	29,262 - 477,223	16,355 - 266,720	13,932 - 227,206	30,287 - 493,926	16,927 - 276,055	14,419 - 235,158	31,347 - 511,213
Maintenance & Repair Payroll	3.5%	3.5%		196,681	109,925	93,640	203,565	113,772	96,917	210,689	117,754	100,309	218,064
Supplies Contracts Garbage and Trash Removal	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		36,220 361,463 132,760	20,243 202,021 74,199	17,244 172,092 63,207	37,488 374,114 137,406	20,952 209,092 76,796	17,848 178,116 65,419	38,800 387,208 142,215	21,685 216,410 79,484	18,473 184,350 67,709	40,158 400,760 147,193
Security Payroll/Contract HVAC Repairs and Maintenance	3.5% 3.5%	3.5% 3.5%		337,996 24,585	262,369 13,741	87,456 11,705	349,826 25,446	271,552 14,222	90,517 12,115	362,070 26,336	281,057 14,719	93,686 12,539	374,742 27,258
Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5% 3.5%	3.5% 3.5%		1,844 - 1,091,548	1,031 - 683,530	878 - 446,223	1,908 - 1,129,752	1,067 - 707,453	909 - 461,840	1,975 - 1,169,294	1,104 - 732,214	940 - 478,005	2,044 - 1,210,219
Supportive Services	3.5%	3.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	133,731	-	138,411	138,411	-	143,256	143,256		148,270	148,270
Commercial Expenses TOTAL OPERATING EXPENSES	Į		commercial to residential anocation, over	3,094,583	1,728,284	1,474,610	3,202,894	1,788,774	1,526,221	3,314,995	1,851,381	1,579,639	3,431,020
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	Ī			15,000	8,100	6,900	15,000	8,100	6,900	15,000	8,100	6,900	15,000
Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit				14,579 110,500	7,761 59,670	6,612 50,830	14,373 110,500	7,644 59,670	6,512 50,830	14,156 110,500	7,521 59,670	6,407 50,830	13,928 110,500
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			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	140,079	- 75,531	64,342	139,873	75,414	64,242	139,656	- 75,291	64,137	139,428
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond I PUPA (w/ Reserves/GL Base Rent/Bond Fees)	ees)			3,234,662	1,803,815	1,538,951	3,342,767	1,864,188	1,590,463	3,454,651	1,926,672	1,643,776	3,570,448
NET OPERATING INCOME (INCOME minus OP EXPENSES) DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loar	is)			883,628	19,374	873,896	893,271	19,958	882,706	902,664	20,562	891,222	911,784
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	der)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	742,796	-	742,591 - -	742,591	-	742,376	742,376		742,150 - -	742,150
Hard Debt - Fourth Lender Commercial Hard Debt Service			Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	-	-	-	-	-		-			-
TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	•			742,796 140,832	- 19,374	742,591 131,305	742,591 150,680	- 19,958	742,376 140,330	742,376 160,288	20,562	742,150 149,072	742,150 169,634
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)			0 [0	0	0	0	0	0	(0)	(0)	(0)
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL			DSCR:	140,832 1.19	19,374	131,305	150,680 1.203	19,958	140,330	160,288 1.216	20,562	149,072	169,634 1.229
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits)	3.5% 3.5%	3.5% 3.5%	per MOHCD policy per MOHCD policy	29,834	16,674	14,204	30,878	17,258	14,701	31,959	17,862	- 15,216	33,078
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Pmnt - Lender 1			per MOHCD policy no annual increase Enter comments re: annual increase, etc.	5,000	2,700 - -	2,300	5,000	2,700 - -	2,300 - -	5,000	2,700 - -	2,300	5,000
Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)			Enter comments re: annual increase, etc.		-	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING				34,834 105,998	19,374	16,504 114,801	35,878 114,801		17,001 123,329	36,959 123,329	20,562	17,516 131,557	38,078 131,557
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner		Yes No 67% / 33%											
		Dist. Soft	1	_			-			-			-
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	Ī	Debt Loans	Allocation per pro rata share of all soft debt						ļ			ļ	
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment		100.00%	loans, and MOHCD residual receipts policy	70,665 70,665			76,534 76,534			82,219 82,219			87,705 87,705
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DERT SERVICE			Proposed Total MOHCD Amt Due less Loan Repayment	-			-			-			-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due		0.00%	No HCD Financing	-			-			-			-
Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service	1	0.00%	1	-			-			-			-
REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Incentive Management Fee	Ī			35,333 35,333			38,267 38,267		1	41,110 41,110		1	43,852 43,852
Other Distributions/Uses Final Balance (should be zero)	I			-			-		ļ	-		ļ	
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits	I			663,000 110,500			773,500 110,500		ĺ	884,000 110,500		ĺ	994,500 110,500
Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest				-									-
RR Running Balance OPERATING RESERVE - RUNNING BALANCE	-		RR Balance/Unit	773,500 \$3,500			884,000 \$4,000			994,500 \$4,500			1,105,000 \$5,000
Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Withdrawals				-			-			-			-
Operating Reserve Interest OR Running Balance	İ	OB 6-1	a a 9/ of Delay V. O. F.							-			
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance	Í	JK Balance a	s a % of Prior Yr Op Exps + Debt Service	0.0%			0.0%		1	0.0%		1	0.0%
Other Reserve 1 Deposits Other Reserve 1 Withdrawals Other Reserve 1 Interest				-			-			-			-
Other Reserve 1 Interest Other Required Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE	1			-			-		ļ	-		ļ	-
Other Reserve 2 Starting Balance Other Reserve 2 Deposits				-			-			-			-
Other Reserve 2 Withdrawals Other Reserve 2 Interest Other Required Reserve 2 Running Balance	ł												-

600 7th Street Total # Units:	LOSP Units	Non-LOSP Units											
221	120 54.00%	101 46.00%	O		Year 11 2034			Year 12 2035			Year 13 2036		
INCOME Residential - Tenant Rents	% annual inc LOSP 1.0%		Comments (related to annual inc assumptions)	LOSP 477,197	non-LOSP 2,727,394	Total 3,204,591	LOSP 481,969	non-LOSP 2,795,579	Total 3,277,548	LOSP 486,788	non-LOSP 2,865,469	Total 3,352,257	LOSP 491,656
Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	n/a n/a	n/a n/a	from "Commercial Oo. Budget" Worksheet:	1,550,564	-	1,550,564	1,613,392	-	1,613,392	1,678,532	-	1,678,532	1,746,065
Commercial Space Residential Parking Miscellaneous Rent Income	n/a 2.5% 2.5%	3.0% 2.5% 2.5%	Commercial to Residential allocation: 0%	-	-	-	-	-	-	-	-	-	-
Supportive Services Income Interest Income - Project Operations	2.5% 2.5%	2.5% 2.5%		-			-	-	-	-	-	-	-
Laundry and Vending Tenant Charges Miscellaneous Residential Income	2.5% 2.5% 2.5%	2.5% 2.5% 2.5%		8,627 - -	7,349 - -	15,975	8,842 - -	7,532 - -	16,375	9,063	7,721	16,784 - -	9,290
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0% Link from Reserve Section below, as			-			-			-	
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income Vacancy Loss - Residential - Tenant Rents	n/a n/a	n/a n/a	applicable Enter formulas manually per relevant MOH	2,036,388 (23,860)	2,734,743 (136,370)	4,771,131 (160,230)	2,104,203 (24,098)	2,803,111 (139,779)	4,907,314 (163,877)	2,174,384	2,873,189 (143,273)	5,047,573 (167,613)	2,247,012
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME	n/a n/a	n/a n/a	policy, annual incrementing usually not appropriate	2,012,528	2,598,373	4,610,901	2,080,105	2,663,332	4,743,437	2,150,044	2,729,916	4,879,960	2,222,429
OPERATING EXPENSES Management	•			-,,	2,223,212	,,,,,,,,,	2,224,122	_,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,,	-,,	1,-12,-11	-,,
Management Fee Asset Management Fee	3.5% 3.5%	3.5% 3.5%	1st Year to be set according to HUD schedule. per MOHCD policy	141,406 18,495	120,457 15,755	261,864 34,249	146,356 19,142	124,673 16,306	271,029 35,448	151,478 19,812	129,037 16,877	280,515 36,689	156,780 20,505
Sub-total Management Expenses Salaries/Benefits	3.5%	2.50/		159,901	136,212	296,113	165,497	140,979 121.407	306,477	171,290	145,914 125.657	317,204	177,285
Office Salaries Manager's Salary Health Insurance and Other Benefits	3.5% 3.5%	3.5% 3.5% 3.5%		137,702 60,938 89,744	117,302 51,910 76,449	255,004 112,848 166,193	142,522 63,071 92,885	53,727 79,125	263,929 116,798 172,010	147,510 65,278 96,136	55,607 81,894	273,166 120,885 178,030	152,673 67,563 99,501
Other Salaries/Benefits Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5% 3.5%		3,809 - 292,193	3,244 - 248,905	7,053 - 541,098	3,942 - 302,420	3,358 - 257,617	7,300 - 560,036	4,080 - 313,004	3,475 - 266,633	7,555 - 579,638	4,223 - 323,960
Administration Advertising and Marketing	3.5%	3.5%		3,809	3,244	7,053	3,942	3,358	7,300	4,080	3,475	7,555	4,223
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		40,746 - 9,522	34,710 - 8,111	75,456 - 17,632	42,172 - 9,855	35,924 - 8,395	78,097 - 18,250	43,648 - 10,200	37,182 - 8,689	80,830 - 18,888	45,176 - 10,557
Audit Expense Bookkeeping/Accounting Services Bad Debts	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		12,089 25,251	10,298 21,510	22,386 46,761	12,512 26,135	10,658 22,263	23,170 48,398	12,950 27,050	11,031 23,042	23,981 50,092	13,403 27,996
Miscellaneous Sub-total Administration Expenses	3.5%	3.5%		91,416	77,873	169,289	94,615	- 80,598	175,214	97,927	83,419	181,346	101,354
Utilities Electricity Water	3.5%	3.5% 3.5%		146,775 66.327	125,031 56.501	271,805 122.828	151,912 68.649	129,407 58.478	281,319 127,127	157,229 71,051	133,936 60,525	291,165 131,576	162,732 73.538
Gas Sewer	3.5% 3.5%	3.5% 3.5% 3.5%		97,880	83,379	181,259	101,306	- 86,297	187,603	104,851	89,318	194,169	108,521
Sub-total Utilities Taxes and Licenses Real Estate Taxes	3.5%	3.5%		310,982 6,094	264,911 5,191	575,892 11,285	321,866 6,307	274,182 5,373	596,049 11,680	333,132 6,528	283,779 5,561	616,910 12,089	344,791 6,756
Payroll Taxes Miscellaneous Taxes, Licenses and Permits	3.5% 3.5%	3.5% 3.5%		12,035	10,252	22,287	12,456	10,611	23,068	12,892	10,982	23,875	- 13,344
Sub-total Taxes and Licenses Insurance Property and Liability Insurance	3.5%	3.5%		18,129 268,197	15,443 228,464	33,572 496,662	18,764 277,584	15,984 236,461	34,747 514,045	19,420 287,300	16,543 244,737	35,963 532,037	20,100 297,355
Fidelity Bond Insurance Worker's Compensation	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		17,520	14,924	32,444	18,133	230,461 - 15,446	33,579	18,767	15,987	34,755	19,424
Director's & Officers' Liability Insurance Sub-total Insurance Maintenance & Repair		3.5%		285,717	243,389	529,106	295,717	251,907	547,624	306,067	260,724	566,791	316,780
Payroll Supplies	3.5%	3.5%		121,876 22,444	103,820 19,119	225,696 41,563	126,141 23,230	107,454 19,788	233,595 43,018	130,556 24,043	111,215 20,481	241,771 44,524	135, 126 24, 884
Contracts Garbage and Trash Removal Security Payroll/Contract	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		223,985 82,266 290,894	190,802 70,079 96,965	414,787 152,345 387,858	231,824 85,145 301,075	197,480 72,531 100,358	429,304 157,677 401,433	239,938 88,126 311,613	204,392 75,070 103,871	444,330 163,195 415,483	248,336 91,210 322,519
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		15,234 1,143	12,978 973	28,212 2,116	15,768 1,183	13,432	29,199 2,190	16,320 1,224	13,902 1,043	30,221 2,267	16,891 1,267
Sub-total Maintenance & Repair Expenses Supportive Services		3.5%		757,842	494,735 153,459	1,252,576 153,459	784,366	512,051 158,830	1,296,417 158,830	811,819	529,972 164,389	1,341,791 164,389	840,232
Commercial Expenses			from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%		,	-		,	-		,	-	
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees))			1,916,179	1,634,926	3,551,106	1,983,246	1,692,149	3,675,394	2,052,659	1,751,374	3,804,033	2,124,502
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee	Ŧ			8,100 7,392	6,900 6,296	15,000 13,688	8,100 7,255	6,900 6,180	15,000 13,435	8,100 7,111	6,900 6,058	15,000 13,169	8,100 6,960
Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit				59,670	50,830	110,500	59,670	50,830	110,500	59,670	50,830	110,500	59,670 -
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit	-		from "Commercial Op. Budget" Worksheet;	-	-	-	-	-	-	-	-	-	-
Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees			Commercial to Residential allocation: 0%	75,162	64,026	139,188	75,025	63,910	138,935	74,881	63,788	138,669	74,730
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				1,991,341 21,187	1,698,953 899,420	3,690,294 920,608	2,058,271	1,756,059 907,274	3,814,329 929,108	2,127,541	1,815,162 914,754	3,942,702 937,258	2,199,232 23,197
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loai Hard Debt - First Lender	ns)		Enter comments re: annual increase, etc.		741,912	741,912	-,	741,662	741,662		741,398	741,398	
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	der)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	-		-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender Commercial Hard Debt Service	1		Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	-	-		-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	ı			21,187	741,912 157,508	741,912 178,696	21,834	741,662 165,612	741,662 187,446	22,504	741,398 173,356	741,398 195,860	23,197
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income AVAILABLE CASH FLOW	B)			(0) 21.187	(0) 157.508	(0) 178.696	21.834	0 165,612	187.446	22,504	0 173,356	0 [195.860	23,197
USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL			DSCR:	2.,.0,	707,000	1.241	21,004	100,012	1.253	22,004	770,000	1.264	20,707
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits)	3.5% 3.5%	3.5% 3.5%	per MOHCD policy per MOHCD policy	- 18,487	- 15,748	34,235	- 19,134	- 16,299	35,433	- 19,804	16,870	36,674	- 20,497
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Pmnt - Lender 1			per MOHCD policy no annual increase Enter comments re: annual increase, etc.	2,700	2,300	5,000	2,700 - -	2,300	5,000	2,700	2,300	5,000	2,700
Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)			Enter comments re: annual increase, etc.	-	-		-	-		-	-		-
TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING				21,187	18,048 139,460	39,235 139,460	21,834 (0)	18,599 147,012	40,433 147,012	22,504		41,674 154,186	23,197
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner		Yes No 67% / 33%											
, , Consolication			<u> </u>	ļ									
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	ī	Dist. Soft Debt Loans		1	ı	-	1	Ī	-	1	ı	-	
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment		100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			92,974 92,974			98,008 98,008			102,791 102,791	
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	1	0.00%	No HCD Financing		ĺ	-]	F	-		ĺ	-	
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service	†	0.00% 0.00%				-			-			-	
REMAINDER (Should be zero unless there are distributions below)						46,487			49,004			51,395	
Owner Distributions/Incentive Management Fee Other Distributions/Uses	ł					46,487			49,004			51,395	
Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE	-			1	,	•	1	r	•	1	ı	-	
Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally tied to CNA)	1					1,105,000 110,500		-	1,215,500 110,500			1,326,000 110,500	
Replacement Reserve Interest RR Running Balance	1		DD Extract 1	l	ļ	1,215,500]	į	1,326,000	l	ļ	1,436,500	
Tit Tulling Dualice			RR Balance/Unit	1	İ	\$5,500]	Г	\$6,000]	ĺ	\$6,500	
OPERATING RESERVE - RUNNING BALANCE	ī						1	-		1			
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Updatawals						-							
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Poposits Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance		OR Balance a:	s a % of Prior Yr Op Exps + Debt Service			- 0.0%			0.0%			0.0%	
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Uniterated Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance]	OR Balance a:	s a % of Prior Yr Op Exps + Debt Service					ļ	0.0%			0.0%	
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starfing Balance Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Interest		OR Balance a:	s a % of Prior Yr Op Exps + Debt Service						0.0%			0.0%	
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Persons Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals OPERATION OF THE RESERVE OPERATION OPERATI		OR Balance a:	a % of Prior Yr Op Exps + Debt Service						0.0%			- 0.0%	
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Persons Operating Reserve Persons Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Interest Other Reserve 2 Interest Other Reserve 2 Interest OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - Deposits		OR Balance a:	s a % of Prior Yr Op Exps + Debt Service					[- 0.0%			- 0.0%	
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starfing Balance Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starfing Balance Other Reserve 1 Deposits Other Reserve 1 Withdrawals Other Reserve 1 Interest Other Reserve 1 Interest Other Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE		OR Balance a:	s a % of Prior Yr Op Exps + Debt Service						0.0%				

600 7th Street	LOSP	Non-LOSP											
Total # Units: 221	Units 120	Units 101		Year 14			Year 15			Year 16			Year 17
-	54.00% % annua	46.00%	Comments	2037			2038			2039			2040
INCOME Residential - Tenant Rents	inc LOSF		(related to annual inc assumptions)	non-LOSP 2,937,105	Total 3,428,762	LOSP 496,573	non-LOSP 3,010,533	Total 3,507,106	LOSP 501,539	non-LOSP 3,085,796	Total 3,587,335	LOSP 506,554	3,162,941
Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	n/a n/a	n/a n/a		2,837,103	1,746,065	1,816,078	-	1,816,078	1,882,025	3,000,780	1,882,025	1,957,439	3,102,841
Commercial Space	n/a	3.0%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%		-						-		
Residential Parking Supportive Services Income Supportive Services Income	2.5% 2.5% 2.5%	2.5% 2.5% 2.5%			-	-	-	-	-		-	-	-
Interest Income - Project Operations Laundry and Vending	2.5%	2.5%		7,914	17,204	9,522	8,112	17,634	9,760	8,314	18,075	10,004	8,522
Tenant Charges Miscellaneous Residential Income	2.5% 2.5%	2.5% 2.5%		-		-	-	-	-	-	-	-	-
Other Commercial Income	n/a	2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0% Link from Reserve Section below, as								-		
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income	n/a	n/a	applicable	2,945,019	5,192,030	2,322,173	3,018,644	5,340,817	2,393,324	3,094,111	5,487,434	2,473,997	3,171,463
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments	n/a n/a n/a	n/a n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(146,855)	(171,438)	(24,829)	(150,527)	(175,355)	(25,077)	(154,290)	(179,367)	(25, 328)	(158,147)
Vacancy Loss - Commercial EFFECTIVE GROSS INCOME		n/a	appropriate	2,798,164	5,020,592	2,297,344	2,868,118	5,165,462	2,368,247	2,939,821	5,308,067	2,448,669	3,013,316
OPERATING EXPENSES Management			Mat Variation and according to 1810			I							
Management Fee Asset Management Fee	3.5% 3.5%	3.5% 3.5%	1st Year to be set according to HUD schedule. per MOHCD policy	133,553 17,468	290,333 37,973	162,267 21,223	138,227 18.079	300,494 39,302	167,946 21.966	143,065 18,712	311,012 40,677	173,824 22,735	148,073 19.367
Sub-total Management Expenses Salaries/Benefits		-		151,021	328,306	183,490	156,306	339,796	189,912	161,777	351,689	196,559	167,439
Office Salaries Manager's Salary	3.5% 3.5%	3.5% 3.5%		130,055 57,554	282,727 125,116	158,016 69,928	134,606 59,568	292,623 129,496	163,547 72,375	139,318 61,653	302,865 134,028	169,271 74,908	144,194 63,811
Health Insurance and Other Benefits Other Salaries/Benefits	3.5% 3.5%	3.5% 3.5%		84,760 3,597	184,261 7,820	102,984 4,370	87,727 3,723	190,711 8,093	106,588 4,523	90,797 3,853	197,386 8,377	110,319 4,682	93,975 3,988
Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5%		275,966	599,925	335,298	285,624	620,922	347,034	295,621	642,655	359,180	305,968
Administration Advertising and Marketing	3.5%	3.5% 3.5%		3,597	7,820	4,370	3,723	8,093	4,523	3,853	8,377	4,682	3,988
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5%		38,483 - 8,993	83,659 - 19,549	46,757 - 10,926	39,830 - 9,307	86,587 - 20,234	48,394 - 11,309	41,224 - 9,633	89,618 - 20,942	50,087 - 11,704	42,667 - 9,970
Audit Expense Bookkeeping/Accounting Services	3.5% 3.5%	3.5% 3.5%		11,417 23,849	24,820 51,845	13,872 28,976	11,817 24,683	25,689 53,660	14,357 29,990	12,230 25,547	26,588 55,538	14,860 31,040	12,658 26,442
Bad Debts Miscellaneous	3.5% 3.5%	3.5% 3.5%		-		-		-	-	-	-	-	-
Sub-total Administration Expenses Utilities				86,339	187,693	104,902	89,361	194,263	108,573	92,489	201,062	112,374	95,726
Electricity Water	3.5% 3.5%	3.5% 3.5%		138,624 62,643	301,356 136,181	168,428 76,112	143,475 64,836	311,903 140,948	174,323 78,776	148,497 67,105	322,820 145,881	180,424 81,533	153,694 69,454
Gas Sewer	3.5% 3.5%	3.5% 3.5%		92,444	200,965	112,319	95,680	207,999	116,251	99,028	215,279	120,319	102,494
Sub-total Utilities Taxes and Licenses Dead Fetate Taxes	3.5%	3.5%		293,711	638,502	356,859	303,991	660,850	369,349	314,631	683,980	382,276	325,643
Real Estate Taxes Payroll Taxes Miscellaneous Taxes, Licenses and Permits	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		5,755 - 11.367	12,512	6,993 - 13.811	5,957 - 11.765	12,950 - 25.575	7,238 - 14,294	6,165 - 12,176	13,403	7,491 - 14,794	6,381 - 12,603
Sub-total Taxes and Licenses Insurance		3.3 /6		17,122	37,222	20,803	17,721	25,575 38,525	21,532	18,342	39,873	22,285	18,984
Property and Liability Insurance Fidelity Bond Insurance	3.5% 3.5%	3.5% 3.5%		253,303	550,658	307,763	262,168	569,931	318,534	271,344	589,879	329,683	280,841
Worker's Compensation Director's & Officers' Liability Insurance	3.5% 3.5%	3.5% 3.5%		16,547	35,971	20,104	17,126	37,230	20,808	17,725	38,533	21,536	18,346
Sub-total Insurance Maintenance & Repair				269,849	586,629	327,867	279,294	607,161	339,342	289,069	628,412	351,219	299,187
Payroll Supplies	3.5% 3.5%	3.5% 3.5%		115,107 21,198	250,233 46,082	139,855 25,755	119,136 21,940	258,991 47,695	144,750 26,657	123,306 22,708	268,056 49,364	149,816 27,590	127,621 23,502
Contracts Garbage and Trash Removal	3.5% 3.5%	3.5% 3.5%		211,545 77,697	459,881 168,907	257,028 94,402	218,949 80,417	475,977 174,819	266,024 97,706	226,613 83,231	492,636 180,938	275,334 101,126	234,544 86,144
Security Payroll/Contract HVAC Repairs and Maintenance	3.5%	3.5%		107,506 14,388	430,025 31,279	333,807 17,482	111,269 14,892	445,076 32,374	345,490 18,094	115,163 15,413	460,654 33,507	357,583 18,727	119,194 15,953
Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5% 3.5%	3.5% 3.5%		1,079 - 548,521	2,346 - 1,388,754	1,311 - 869,641	1,117 - 567,720	2,428 - 1,437,360	1,357 - 900,078	1,156 - 587,590	2,513 - 1,487,668	1,405 - 931,581	1,196 - 608,156
Supportive Services	3.5%	3.5%		170,143	170,143	-	176,098	176,098	-	182,261	182,261	-	188,640
Commercial Expenses			from "Commercial Op. Budget" Worksheet; Commercial to Residential allocation: 0%								-		
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees)				1,812,672	3,937,174	2,198,860	1,876,115	4,074,975	2,275,820	1,941,779	4,217,599	2,355,474	2,009,742
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	ī			6,900	15,000	8,100	6,900	15,000	8,100	6,900	15,000	8,100	6,900
Bond Monitoring Fee Replacement Reserve Deposit				5,928 50,830	12,888 110,500	6,800 59,670	5,793 50,830	12,593 110,500	- 59,670	50,830	110,500	- 59,670	50,830
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: 0%			-		-	-	-	-		-
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond				63,658 1,876,330	138,388 4,075,562	74,570 2,273,430	63,523 1,939,638	138,093 4,213,068	67,770 2,343,590	57,730 1,999,509	125,500 4,343,099	67,770 2,423,244	57,730 2,067,472
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				921,833	945,030	23,914	928,480	952,394	24,657	940,311	964,968	25,426	945,844
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loan	ns)					25,514			24,037			23,420	
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len	der)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	741,121	741,121	-	740,829	740,829	-	740,522	740,522	-	728,846
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. from 'Commercial Op. Budget' Worksheet;	-		-	-		-		-	-	- :
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE	l		Commercial to Residential allocation: 0%	741,121	741,121	•	740,829	740,829		740,522	- 740,522		728,846
CASH FLOW (NOI minus DEBT SERVICE)				180,712	203,909	23,914	187,651	211,565	24,657	199,789	224,446	25,426	216,998
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom- AVAILABLE CASH FLOW	9)			0 180,712	203,909	23,914	0 187,651	0 211,565	0 24,657	199,789	0 [224,446	(0) 25,425	(0) 216,998
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:	100,712	1.275	25,514	101,031	1.286	24,037	199,709	1.303	20,425	210,330
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)	3.5%	3.5%	per MOHCD policy per MOHCD policy	-			-		-			-	-
Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments	3.5%	3.5%	per MOHCD policy no annual increase	17,460 2,300	37,957 5,000	21,214 2,700	18,071 2,300	39,286 5,000	21,957 2,700	18,704 2,300	40,661 5,000	22,725 2,700	19,359 2,300
Other Payments Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 2	†		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			-	-		-	-		-	
Deferred Developer Fee (Enter and <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD	I			19,760	42,957	23,914	20,371	44,286	24,657	21,004	45,661	25,425	21,659
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING				160,952	160,952	(0)	167,279	167,279	(0)	178,785	178,785	20,420	195,340
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?		Yes No											
Residual Receipts split for all years Lender/Owner		67% / 33%											
MOUCH RECIDIAL RECEIPTS REDT SERVICE		Dist. Soft]		-			-					
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	Ī	Debt Loans	Allocation per pro rata share of all soft debt				j						
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment	1	100.00%	loans, and MOHCD residual receipts policy		107,301 107,301			111,519 111,519			119,190 119,190		
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease	1		Proposed Total MOHCD Amt Due less Loan Repayment		-			-			-		
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE [HCD Residual Receipts Amount Due	Į		No HCD Financing	1		1	1	-			-		
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due	t	0.00% 0.00%			-			-			-		
Total Non-MOHCD Residual Receipts Debt Service													
REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Incentive Management Fee	I			1	53,651 53,651]	I	55,760 55,760			59,595 59,595		
Other Distributions/Uses Final Balance (should be zero)	I							-			-		
REPLACEMENT RESERVE - RUNNING BALANCE	т			i	4 400 500	1	i	4 547 000			4 057 500		
Replacement Reserve Starting Balance Replacement Reserve Deposits	1				1,436,500 110,500			1,547,000 110,500			1,657,500 110,500		
Renlacement Reserve Withdrawale (ideally tied to CNA)					1,547,000		ļ	1,657,500			1,768,000		
Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest RR Running Balance	İ							\$7.500					
Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest	<u> </u>		RR Balance/Unit		\$7,000			\$7,500			\$8,000		
Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits	<u> </u>		RR Balance/Unit		\$7,000						\$8,000		
Replacement Reserve Withdrawals (ideally sed to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Unpusits Operating Reserve Withdrawals Operating Reserve Withdrawals			RR Balance/Unit		\$7,000								
Replacement Reserve Withdrawals (ideally fied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve United Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance		OR Balance a	RR Balance/Unit RR Balance/Unit s a % of Prior Yr Op Exps + Debt Service		\$7,000 - - - 0.0%			0.0%			0.0%		
Replacement Reserve Withdrawals (ideally fied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve United Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals OPERATING RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance		OR Balance a			-			-			-		
Replacement Reserve Withdrawals (ideally fied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Withdrawals		OR Balance a			-			-			-		
Replacement Reserve Withdrawals (ideally lied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals OPERATING RESERVE 1 - RUNNING BALANCE OTHER REQUIRED RESERVE 1 - RUNNING BALANCE OTHER Reserve 1 Starting Balance OTHER Reserve 1 Interest Other Reserve 1 Interest Other Reserve 1 Interest Other Reserve 1 Running Balance		OR Balance a			-			-			-		
Replacement Reserve Withdrawals (ideally led to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Uniterest Other Reserve 1 Withdrawals Other Reserve 1 Interest Other Reserve 2 Running Balance OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE		OR Balance a			-			-			-		
Replacement Reserve Withdrawals (ideally lied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Uthdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance OTHER RESURED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Deposits Other Reserve 1 Interest Other Reserve 1 Interest Other Reserve 2 Starting Balance OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - STARTING BALANC		OR Balance a			-			-			-		
Replacement Reserve Withdrawals (ideally lied to CNA) Replacement Reserve Interest RR Running Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Withdrawals Operating Reserve Withdrawals Operating Reserve Uniterest OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 1 Withdrawals Other Reserve 1 Withdrawals Other Reserve 1 Withdrawals Other Reserve 1 Starting Balance OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 - BALANCE OTHER RESERVE 2 - BALANCE OTHER RESERVE 2 Deposits		OR Balance a			-			-			-		

600 7th Street	LOSP	Non-LOSP											
Total # Units: 221	Units 120	Units 101				Year 18			Year 19			Year 20	
INCOME	% annual inc LOSP	46.00% % annual increase	Comments (related to annual inc assumptions)	Total	LOSP	2041 non-LOSP	Total	LOSP	non- LOSP	Total	LOSP	non- LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	1.0% n/a	2.5% n/a		3,669,495	511,620 - 2,035,613	3,242,015	3,753,634 2,035,613	516,736	3,323,065	3,839,801	521,903 - 2,200,640	3,406,142	3,928,045
Residential - LOSP Tenant Assistance Payments Commercial Space Residential Parking	n/a n/a 2.5%	n/a 3.0% 2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	1,957,439	2,035,613		2,035,613	2,116,646		2,116,646	2,200,640		2,200,640
Miscellaneous Rent Income Supportive Services Income	2.5% 2.5%	2.5% 2.5%		-	-	-	-				-		
Interest Income - Project Operations Laundry and Vending Tenant Charges	2.5% 2.5% 2.5%	2.5% 2.5% 2.5%		18,526	10,254	8,735 -	18,990 -	10,511	8,954 -	19,464	- 10,774 -	9,177	19,951 -
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5% 2.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	-	-		-	-	-	-	-		-
Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income		n/a	Link from Reserve Section below, as applicable	5,645,460	2,557,487	- 3,250,750	5,808,237	- 2,643,893	3,332,019	5,975,911	- 2,733,317	- 3,415,319	6,148,636
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a n/a	n/a n/a n/a	Enter formulas manually per relevant MOH policy; annual incrementing usually not appropriate	(183,475)	(25,581)	(162,101) -	(187,682)	(25,837)	(166, 153)	(191,990)	(26,095)	(170,307)	(196,402)
EFFECTIVE GROSS INCOME OPERATING EXPENSES Management	i			5,461,985	2,531,906	3,088,649	5,620,555	2,618,056	3,165,865	5,783,921	2,707,221	3,245,012	5,952,233
Management Fee Asset Management Fee	3.5%	3.5% 3.5%	1st Year to be set according to HUD schedule. per MOHCD policy	321,897 42,101	179,908 23,530	153,255 20,044	333,164 43,575	186,205 24,354	158,619 20,746	344,824 45,100	192,722 25,206	164,171 21,472	356,893 46,678
Sub-total Management Expenses Salaries/Benefits	1	•	par morros pancy	363,998	203,439	173,300	376,738	210,559	179,365	389,924	217,929	185,643	403,571
Office Salaries Manager's Salary Health Insurance and Other Benefits	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		313,465 138,719 204,294	175,195 77,530 114,180	149,241 66,044 97,264	324,436 143,574 211,444	181,327 80,244 118,176	154,464 68,356 100,669	335,791 148,599 218,845	187,674 83,052 122,312	159,870 70,748 104,192	347,544 153,800 226,504
Other Salaries/Benefits Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5% 3.5%		8,670 - 665,148	4,846 - 371,751	4,128 - 316,677	8,973 - 688,428	5,015 - 384,762	4,272 - 327,760	9,287 - 712,523	5,191 - 398,229	4,422 - 339,232	9,613 - 737,461
Administration Advertising and Marketing	3.5%	3.5%		8,670	4,846	4,128	8,973	5,015	4,272	9,287	5,191	4,422	9,613
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		92,754 - 21,675	51,840 - 12,114	44,160 - 10,319	96,001 - 22,433	53,655 - 12,538	45,706 - 10,681	99,361 - 23,219	55,533 - 12,977	47,306 - 11,054	102,838
Audit Expense Bookkeeping/Accounting Services Bad Debts	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		27,518 57,482	15,380 32,126	13,101 27,367	28,482 59,493	15,918 33,251	13,560 28,325	29,478 61,576	16,475 34,415	14,035 29,316	30,510 63,731
Miscellaneous Sub-total Administration Expenses	3.5%	3.5%		208,099	116,307	99,076	215,383	120,377	102,544	222,921	124,591	106,133	230,723
Utilities Electricity Water	3.5% 3.5%	3.5% 3.5%		334,118 150,987	186,739 84,387	159,074 71,885	345,812 156,271	193,275 87,340	164,641 74,401	357,916 161,741	200,039 90,397	170,404 77,005	370,443 167,402
Gas Sewer Sub-total Utilities	3.5% 3.5%	3.5% 3.5%		222,814 707,919	- 124,531 395,656	106,082 337,040	230,612 732,696	128,889 409,504	109,794 348,837	238,684 758,340	- 133,400 423,836	113,637 361,046	247,038 784,882
Taxes and Licenses Real Estate Taxes Payroll Taxes	3.5%	3.5%		13,872	7,753	6,604	14,357	8,024	6,836	14,860	8,305	7,075	15,380
Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses	3.5%	3.5%		27,397 41,269	15,312 23,065	13,044 19,648	28,356 42,713	15,848 23,872	13,500 20,336	29,348 44,208	16,403 24,708	13,973 21,048	30,376 45,756
Insurance Property and Liability Insurance Fidelity Bond Insurance	3.5% 3.5%	3.5% 3.5%		610,524	341,222	290,671	631,893	353,165 -	300,844	654,009	365,526	311,374	676,899
Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance	3.5% 3.5%	3.5% 3.5%		39,882 650,406	22,290 - 363,512	18,988 - 309,658	41,278 673,170	23,070	19,652 - 320,496	42,722 - 696,731	23,877	20,340	44,218 - 721,117
Maintenance & Repair Payroll	3.5%	3.5%		277,438	155,060	132,088	287,148	160,487	136,711	297,198	166,104	141,496	307,600
Supplies Contracts Garbage and Trash Removal	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		51,092 509,879 187,270	28,555 284,971 104,665	24,325 242,753 89,159	52,880 527,724 193,825	29,555 294,945 108,329	25,176 251,250 92,280	54,731 546,195 200,609	30,589 305,268 112,120	26,057 260,043 95,510	56,647 565,312 207,630
Security Payroll/Contract HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		476,777 34,680 2,601	370,098 19,382 1,454	123,366 16,511 1,238	493,464 35,894 2,692	383,051 20,061 1,505	127,684 17,089 1,282	510,735 37,150 2,786	396,458 20,763 1,557	132,153 17,687 1,327	528,611 38,450 2,884
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5%	3.5%		1,539,736	964,186	629,441	1,593,627	997,933	651,471	1,649,404	1,032,860	674,273	1,707,133
Supportive Services Commercial Expenses	3.5%	3.5%	from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	188,640	-	195,243	195,243	-	202,076	202,076	-	209,149	209,149
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees)			4,365,215	2,437,915	2,080,083	4,517,998	2,523,242	2,152,886	4,676,128	2,611,556	2,228,237	4,839,792
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	ļ			15,000	8,100	6,900	15,000	8,100	6,900	15,000	8,100	6,900	15,000
Bond Monitoring Fee Replacement Reserve Deposit Operating Reserve Deposit				110,500	59,670 -	50,830	110,500	59,670 -	50,830	110,500	59,670 -	50,830	110,500
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit			from 'Commercial Op. Budget' Worksheet;	-	-	-	-	-		-	-	-	-
Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees			Commercial to Residential allocation: 0%	125,500	67,770	57,730	125,500	67,770	57,730	125,500	67,770	57,730	125,500
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees NET OPERATING INCOME (INCOME minus OP EXPENSES)				4,490,715 971,270	2,505,685 26,221	2,137,813 950,836	4,643,498 977,057	2,591,012 27,044	2,210,616 955,250	4,801,628 982,293	2,679,326 27,896	2,285,967 959,045	4,965,292 986,941
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized load Hard Debt - First Lender	T		Enter comments re: annual increase, etc.	728,846	-	728,846	728,846	-	728,846	728,846	-	728,846	728,846
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Len Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender	der)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	-	-	-	-	-	-	-	-		-
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE]		from 'Commercial Op. Budget' Worksheet; Commercial to Residential allocation: 0%	728,846		728.846	728,846		728.846	728,846		728.846	728,846
CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow				242,424	26,221	221,990	248,211	27,044	226,404	253,447 0	27,896	230,199	258,095 0
Allocation of Commercial Surplus to LOPS/non-LOSP (residual incom AVAILABLE CASH FLOW	e)			242,424	(0) 26,221	(0) 221,990	248,211	0 27,044	226,404	253,447	27,896	230,200	258,095
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)	3.5%	3.5%	DSCR:	1.333			1.341			1.348	- 1		1.354
Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)	3.5%	3.5%	per MOHCD policy per MOHCD policy no annual increase	42,084 5,000	23,521 2,700	20,036 2,300	43,557 5,000	24,344 2,700	20,737 2,300	45,081 5,000	25,196 2,700	21,463 2,300	46,659 5,000
Other Payments Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 2			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.		-	-		-	-		-	-	
Deferred Developer Fee (Enter amt <= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCE				47,084	26,221	22,336	48,557	27,044	23,037	50,081	27,896	23,763	51,659
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?	u MOHCD)	Yes No		195,340	0	199,654	199,654	(0)	203,367	203,366	-	206,436	206,436
Will Project Deter Developer Fee? Residual Receipts split for all years Lender/Owner		67% / 33%											
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	_	Dist. Soft Debt Loans	<u></u>										
MOHCD Residual Receipts Amount Due		100.00%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy	130,227			133,103			135,577			137,624
Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease	1		Proposed Total MOHCD Amt Due less Loan Repayment	130,227			133,103			135,577			137,624
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due	Į	0.00%	No HCD Financing			·				-			
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service	†	0.00% 0.00%		-		ļ	-			-			-
REMAINDER (Should be zero unless there are distributions below)	-			65,113			66,551			67,789			68,812
Owner Distributions/Incentive Management Fee Other Distributions/Uses Final Balance (should be zero)	1			65,113			66,551			67,789			68,812
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance	ī			1,768,000		į	1,878,500			1,989,000			2,099,500
Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally tied to CNA)	1			110,500			110,500			110,500			110,500
Replacement Reserve Interest RR Running Balance	1		RR Balance/Unit	1,878,500 \$8,500		ļ	1,989,000 \$9,000			2,099,500 \$9,500			2,210,000 \$10,000
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance Operating Reserve Deposits	1			-			-			-			-
Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance]												
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE		OR Balance a	s a % of Prior Yr Op Exps + Debt Service	0.0%			0.0%			0.0%			0.0%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits Other Reserve 1 Withdrawals	1			-			-			-			
Other Reserve 1 Interest Other Required Reserve 1 Running Balance	1			-			-			-			
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance Other Reserve 2 Deposits	Į			-			-			-			-
Other Reserve 2 Withdrawals Other Reserve 2 Interest Other Required Reserve 2 Running Balance]									-			
Suis Asquied Neser Re 2 Ruining Balance				•			-			-			-

EXHIBIT C
Tenant Income Certification Form

☐ Initial Certification ☐ Recertification ☐ Other Move-In Date							te:			
		DA	PT I - DE	VELOPM	FNT DAT	(MM-DD-YYY	Y)			
Property N	Vame:					TCAC#:	BIN#:			
Property Name:Address:							CDLAC#:			
Unit Num		Bedrooms:	_ Square l	Footage: _						
		PART	II. HOUSI	EHOLD C	OMPOSIT	ΓΙΟΝ				
□ Vacant	(Check if unit was vacant of									
HH	I AN	E' AN	Middle	Relationshi		Date of Birth (MM/DD/YYYY)	Student Status (Check One)	Last 4 digits of		
Mbr #	Last Name	First Name	Initial	of Hous		(MIM/DD/1111)	FT D/PT D/NA	Social Security #		
2				11127	ID .					
3							FT□/PT□/NA□			
							FT□/PT□/NA□			
4							FT□/PT□/NA□			
5							FT□/PT□/NA□			
6							FT□/PT□/NA□			
7							FT□/PT□/NA□			
<u>, </u>	P	ART III. GROSS A	NNUALI	NCOME (USE ANN	IUAL AMOUNT	rs)			
НН	(A)		(B)			(C)		(D)		
Mbr #	Employment or W	Vages Soc.	Security/Pe	nsions	Publi	c Assistance	Other Income			
TOTALS	\$	\$			¢		\$			
	ls from (A) through	'			TOTAL I	INCOME (E):	\$	1		
rida tota	is from (11) unough	(15), 45010			TOTALL		D			
				COME FRO		TS				
HH Mbr #	· ·			(G) (H) Cash Value of			Annual Inco	(I) ual Income from Asset		
1,101	1,500.01	113500	0,1		oubli value	51 1 155 C V		1101111111111		
			OTALS:	\$			\$			
	Column (H) Total over \$5000 \$	Pa X	ssbook Rate 0.06%	;	= (J)	Imputed Income	\$			
	reater of the total of colu			OTAL INC		M ASSETS (K)	·			
Ziitei tiie g	Tourse of the total of Cold	i, or or imputed in	2		01/12/11/01		\$			
	(L) Tota	l Annual Househo	ld Income	from all S	Sources [A	Add(E) + (K)	\$			
		HOMETHON	D CEDEN	ET CA ET CA	I O CECNI	ATTIDEC				
		HOUSEHOL								
current anticip	on on this form will be used thated annual income. I/we a we agree to notify the landle	agree to notify the landlor	d immediately	y upon any me	ember of the h					
	es of perjury, I/we certify that tands that providing false re- ement.									
Signature		(Date)	Sign	ature			(Date)		
Signature		(Date)	Sign	ature		(Date)			

PART V. DETERMINATION OF INCOME ELIGIBILITY										
1111			CERTIFICATION ONLY:							
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1		Unit Meets Federal Income Restriction at: □ 60% □ 50%	Current Federal LIHTC Income Limit x 140%:							
Current Federal LIHTC Income Limit per Family Size (Federal Income Restriction at 60%, 50% or A.I.T. (20% - 80%)):	\$	Or Federal A.I.T. at: □ 80% □ 70% □ 60% □ 50% □ 40% □ 30% □ 20%	Household Income exceeds 140% at recertification: ☐ Yes ☐ No							
If Applicable, Current Federal Bond Income Limit per Family Size: Household Income as of Move-in:	\$	Unit Meets State Deeper Targeting Income Restriction at: □ Other%	Household Size at Move-in:							
Tenant Paid Monthly Rent:	\$	VI. RENT Federal Rent Assistance: \$	*Source:							
Monthly Utility Allowance:	\$		(10.0)							
Other Monthly Non-optional charges:	\$	Total Monthly Rent Assistance: \$_	(*0-8)							
GROSS MONTHLY RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	\$	*Source of Federal Assistance 1 **HUD Multi-Family Project Based Rental Assistance (PBRA) 2 Section 8 Moderate Rehabilitation 3 Public Housing Operating Subsidy								
Maximum Federal LIHTC Rent Limit for	ф	4 HOME Rental Assistance 5 HUD Housing Choice Voucher (Ho	~V) tenant-hased							
this unit: If Applicable, Maximum Federal & State	\$	6 HUD Project-Based Voucher (PBV) 7 USDA Section 521 Rental Assistance Program								
LIHTC Bond Rent Limit for this unit: Unit Meets Federal Rent Restriction at:	\$ \[\text{60} \times \text{50}\times	8 Other Federal Rental Assistance 0 Missing								
Or Federal A.I.T. at:	□ 80% □ 70% □ 60% □ 50% □ 40% □ 30% □ 20%	** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section 202 Project Rental Assistance Contracts (PRAC)								
If Applicable, Unit Meets Bond Rent Restriction at:	□ 60% □ 50%									
Unit Meets State Deeper Targeting Rent Restriction at:	□ Other:%									
	PART VII. ST	UDENT STATUS								
ARE ALL OCCUPANTS FULL TIME STU	JDENTS? If y	ves, Enter student explanation* 1 (also attach documentation) 2	udent Explanation: AFDC / TANF Assistance Job Training Program							
☐ Yes ☐ No		3 Enter 4 1-5 5	Single Parent/Dependent Child Married/Joint Return Former Foster Care							
	DADTVIII	DOCDAM TVDE								
Identify the program(s) for which this h		ROGRAM TYPE unted toward the property's occupancy is	requirements.							
Select one of the following. 9% Allocated Federal Housing Tax C 4% Allocated Federal Housing Tax C Tax-Exempt Bond Only (No tax cred	Credit Credit	Select all that apply. ☐ HOME (including TCAP) ☐ CDBG ☐ Other HUD, including 202, 811, and 236 ☐ National Housing Trust Fund ☐ USDA Rural Housing Service, including 514, 515, and 538 ☐ Other state or local housing programs								
SIGNATURE OF OWNER/REPRESENTATIVE										
Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.										
SIGNATURE OF OWNER/REPRESENTA	TIVE DATE	<u> </u>								

PART IX. SUPPLEMENTAL INFORMATION FORM

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

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

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

The Following Race Codes should be used:

- 1 White A person having origins in any of the original people of Europe, the Middle East or North Africa.
- 2 Black/African American A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" apply to this category.
- 3 American Indian/Alaska Native A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 4 Asian A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent:

 $\begin{array}{ll} 4a-Asian\ India & 4e-Korean \\ 4b-Chinese & 4f-Vietnamese \\ 4c-Filipino & 4g-Other\ Asian \end{array}$

4d-Japanese

5 – Native Hawaiian/Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands:

5a – Native Hawaiian 5c – Samoan

5b – Guamanian or Chamorro 5d – Other Pacific Islander

6 - Other

7 – Did not respond. (Please initial below)

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

The Following Ethnicity Codes should be used:

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

Disability Status:

1 - Yes

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

- A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment or being regarded as having such an impairment. For a definition of "physical or mental impairment" and other terms used, please see 24 CFR 100.201, available at http://fairhousing.com/legal-research/hud-regulations/24-cfr-100201-definitions.
- "Handicap" does not include current, illegal use of or addiction to a controlled substance.

3.

- An individual shall not be considered to have a handicap solely because that individual is a transgender.
- 2 No

(HH#)

3 – Did not respond (Please initial below)

1.

2.

Resident/Applicant:	I do not wish to furnish information regarding e	thnicity, race and other housel	old composition
(Initials)			

7.

6.

4.

5.

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

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

Part I - Development Data

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

Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date.

For annual income recertification's, this effective date should be no later than one year

from the effective date of the previous (re)certification.

Move-In Date Enter the most recent date the household tax credit qualified. This could be the move-in

date or in an acquisition rehab property, this is not the date the tenant moved into the unit, it is the most recent date the management company income qualified the unit for

tax credit purposes.

Property Name Enter the name of the development.

County Enter the county (or equivalent) in which the building is located.

TCAC# Enter the project number assigned to the property by TCAC. Please include hyphens

between the state abbreviation, four digit allocating year, and project specific number.

For example: CA-2010-123

BIN # Enter the building number assigned to the building (from IRS Form 8609).

Address Enter the physical address of the building, including street number and name, city, state,

and zip code.

If applicable, CDLAC# If project is awarded 4% bonds please enter the project number assigned to the property

by CDLAC. Please include hyphens between the state abbreviation, four digit allocating

year, and project specific number. For example: 16-436

Unit Number Enter the unit number.

Bedrooms Enter the number of bedrooms in the unit.

Square Footage Enter the square footage for the entire unit.

Vacant Unit Check if unit was vacant on December 31 of requesting year. For example, for the

collection of 2011 data, this would refer to December 31, 2011.

Part II - Household Composition

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

H Head of Household S Spouse U Unborn Child/Anticipated
A Adult Co-Tenant O Other Family Member Adoption or Foster

C Child F Foster child(ren)/adult(s)
L Live-in Caretaker N None of the above

Date of Birth Enter each household member's date of birth.

Student Status Check FT for Full-time student, PT for Part-time student, or N/A if household member

is not a student and question does not apply.

Last Four Digits of Social Security

Number

For each tenant 15 years of age or older, enter the last four digits of the social security number or the last four digits of the alien registration number. If the last four digits of SSN or alien registration is missing, enter 0000. For tenants under age 15, social security

number not required, although please enter 0000.

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

Part III - Annual Income

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

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

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

Part IV - Income from Assets

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

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

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

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

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

HOUSEHOLD CERTIFICATION AND SIGNATURES

Part V – Determination of Income Eligibility

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

Total Annual Household Income from all Sources Enter the number from item (L). Current Federal LIHTC Income Limit per Unit Meets Federal Income Restriction at 60%, 50% or A.I.T (20% - 80%) Enter the number from item (L). Enter the current Move-in Income Limit for the household size – specifically, the max income limit for the federal 60%, 50% or A.I.T (20% - 80%) set aside.

Current Bond Income Limit per Family
Size

Enter the Current most restrictive Move-in Income Limit for the household size – specifically, the max income limit incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.

Household Income at Move-in	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-in	Enter the number of household members from the move-in certification.
Current Federal LIHTC Income Limit x 140%	For recertifications only. Multiply the current LIHTC Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, or A.I.T. (20% - 60% = 140% X 60%, 70% = 140% X 70% and 80% = 140% X 80%) as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the LIHTC Income Limit per Family Size at Move-in date (above), then the available unit rule must be followed.
Unit Meets Federal Income Restriction at or Federal A.I.T. at	Check the appropriate box for the income restriction that the household meets according to what is required by the federal set-aside(s) for the project.
Unit Meets State Deeper Targeting Income Restriction at	If your agency requires an income restriction lower than the federal limit, enter the percent required.
	Part VI - Rent
Tenant Paid Monthly Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Federal Rent Assistance	Enter the amount of rent assistance received from a federal program, if any.
Non-Federal Rent Assistance	Enter the amount of non-federal rent assistance received, if any.
Total Monthly Rent Assistance	Enter the amount of total rent assistance received, if any.
Source of Federal Rent Assistance	If federal rent assistance is received, indicate the single program source.
Monthly Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other Monthly Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Monthly Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges. The total may NOT include amounts other than Tenant Paid Rent, Utility Allowances and other non-optional charges. In accordance with the definition of Gross Rent in IRC $\$42(g)(2)(B)$, it may not include any rent assistance amount.
Maximum LIHTC Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent limit for the federal 50%, 60% or A.I.T. (20% - 80%) set aside. This does not include state deeper targeting levels.
Maximum LIHTC Bond Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.
Unit Meets Federal Rent Restriction at or Federal A.I.T. at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal set-aside(s) for the project.
Unit Meets Bond Rent Restriction at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal and state law for the project.
Unit Meets State Deeper Targeting Rent Restriction at	If your agency requires a rent restriction lower than the federal limit, enter the percent required.

Part VII - Student Status

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

If "yes" is checked, the appropriate exemption $\underline{\text{must}}$ be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Part VIII - Program Type

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

SIGNATURE OF OWNER/REPRESENTATIVE

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

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

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

PART IX. SUPPLEMENTAL INFORMATION

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

Tenant Demographic Profile Complete for each member of the household, including minors. Use codes listed on

supplemental form for Race, Ethnicity, and Disability Status.

Resident/Applicant Initials All tenants who wish not to furnish supplemental information should initial this section.

Parent/Guardian may complete and initial for minor child(ren).

EXHIBIT D

First Source Hiring Requirements and Numerical Goals

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83) as incorporated into MOHCD's Section 3 Plan.

Borrower's use of Funds triggers the following hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83). Borrower will, or will require its general contractor to, separately execute a First Source Hiring Agreement with the City as set forth below, although the lack of such a separate execution will not affect the requirements of Chapter 83 as incorporated herein.

- A. <u>Incorporation of Administrative Code Provisions by Reference</u>. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor will comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement have the meanings assigned to such terms in Chapter 83.
- B. <u>First Source Hiring Agreement</u>. On or before the effective date of the Ground Lease, Borrower will, or will require its general contractor to, enter into a first source hiring agreement ("FSH Agreement") with the City, that will include the terms as set forth in Section 83.9(b). Borrower also enter into a FSH Agreement with the City for any other work that it performs in the City.
- C. <u>Hiring Decisions</u>. Borrower or its general contractor will make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- D. <u>Exceptions</u>. Upon application by Contractor, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
- E. <u>Liquidated Damages</u>. Borrower agrees:
 - 1. To be liable to the City for liquidated damages as provided in this Section;
 - 2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this Section;
 - 3. That the Borrower's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will

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

- 4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this Section is based on the following data:
 - a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to a contractor and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- 6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

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

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

EXHIBIT E

Governmental Requirements

- Prevailing Wages and Working Conditions. Any undefined, initiallycapitalized term used in this Section will 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 will 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) (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 will 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. <u>Environmental Review</u>. The Project will meet the requirements of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 2100 *et seq.*) and implementing regulations.

3. Conflict of Interest.

- (a) Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Borrower or the City who exercises or has exercised any function or responsibilities with respect to activities assisted by Funds, in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter. In order to carry out the purpose of this Section, Borrower will incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under the Agreement, a provision similar to that of this Section. Borrower will be responsible for obtaining compliance with conflict of interest provisions by the parties with whom it contracts and, in the event of a breach, Borrower will take prompt and diligent action to cause the breach to be remedied and compliance to be restored.
- (b) Borrower represents that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Sections 1090 through 1097 and 87100 *et seq.* of the California Government Code, all of which relate to prohibited conflicts of interest in connection with government contracts. Borrower certifies that it knows of no facts that constitute a violation of any of these provisions and agrees to notify the City immediately if Borrower at any time obtains knowledge of facts constituting a violation.
- (c) In the event of any violation of the conflict of interest prohibitions, Borrower agrees that the City may refuse to consider any future application for funding from Borrower or any entity related to Borrower until the violation has been corrected to the City's satisfaction, in the City's sole discretion.
- 4. <u>Disability Access</u>. Borrower will comply with all applicable disability access Laws, including the Americans With Disabilities Act (42 U.S.C. §§ 1201 *et seq.*), Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and the Fair Housing Amendments Act (42 U.S.C. §§ 3601 *et seq.*). Borrower is responsible for determining which disability access Laws apply to the Project, including those applicable due to the use of Funds. In addition, before occupancy of the Project, Borrower will provide to the City a written reasonable accommodations policy that indicates how Borrower will respond to requests by disabled individuals for accommodations in Units and common areas of the Project.
- 5. <u>Lead-Based Paint</u>. Borrower will satisfy the requirements of Chapter 36 of the San Francisco Building Code ("Work Practices for Exterior Lead-Based Paint") and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 *et seq.*) and implementing regulations at 24 CFR part 35. Borrower will also comply with the

provisions contained in 17 CCR 350000 *et seq.*, and 8 CCR 1532.1 and all other applicable Laws governing lead-based hazards.

- 6. <u>Relocation</u>. Borrower will meet any applicable requirements of the California Relocation Assistance Act (Cal. Gov. Code §§ 7260 *et seq.*) and implementing regulations in Title 25, Chapter 6 of the California Administrative Code and similar Laws.
- 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). To ensure compliance with those requirements, Borrower will 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**.

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

- (a) <u>Borrower Will Not Discriminate</u>. In the performance of this Agreement, Borrower agrees not to discriminate against any employee, City and County employee working with Borrower or any subcontractor, applicant for employment with Borrower or any subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Borrower on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) <u>Subcontracts</u>. Borrower will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code. Borrower's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.
- (c) <u>Non-Discrimination in Benefits</u>. Borrower does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

- (d) <u>Condition to Contract</u>. As a condition to this Agreement, Borrower will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the executed form by the San Francisco Contract Monitoring Division.
- (e) <u>Incorporation of Administrative Code Provisions by Reference.</u>
 The provisions of Chapters 12B ("Nondiscrimination in Contracts") and 12C ("Nondiscrimination in Property Contracts") of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Borrower will comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Borrower understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Borrower and/or deducted from any payments due Borrower.
- 9. <u>MacBride Principles</u>. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Borrower acknowledges and agrees that he or she has read and understood this Section.
- 10. <u>Tropical Hardwood & Virgin Redwood Ban</u>. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees and borrowers not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- 11. Preservative-Treated Wood Containing Arsenic. Borrower may not purchase preservative-treated wood products containing arsenic until the Deed of Trust has been fully reconveyed unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" will mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Borrower from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" will mean a pressure-treated wood that is

used for construction purposes or facilities that are partially or totally immersed in saltwater.

- 12. <u>Submitting False Claims; Monetary Penalties</u>. Any borrower, grantee, contractor, subcontractor or consultant who submits a false claim will be liable to the City for the statutory penalties set forth in that section. A borrower, grantee, contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the borrower, grantee, contractor, subcontractor or consultant:
- (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval;
- (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the City;
- (c) conspires to defraud the City by getting a false claim allowed or paid by the City;
- (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or
- (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

13. Sunshine Ordinance.

- (a) Borrower acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Borrower that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request. Further, Borrower specifically agrees that any meeting of the governing body of its general partner/manager that addresses any matter relating to the Project or to Borrower's performance under this Agreement will be conducted as a passive meeting.
- (b) By executing this Agreement, Borrower agrees to comply with the provisions of Chapter 12L of the San Francisco Administrative Code to the extent applicable.

- (c) In accordance with the Citizen's Right to Know Act of 1998 (S. F. Admin. Code Chapter 79), no officer, department, board or commission of the City may approve a City Project, as defined in Chapter 79, unless a sign has been posted on the applicable property at least fifteen (15) days before approval. A City Project is a project that involves new construction, a change in use or a significant expansion of an existing use where the City funding for the project is \$50,000 or more. If the Loan will be used for a City Project, this Agreement will not become effective until fifteen (15) days following the posting of the requisite sign, or, in the alternative, thirty (30) days following the delivery of written notices to residents and owners within 300 feet of the Site, and the City will have the right to nullify or revoke this Agreement without cost or liability of any sort whatsoever at any time before that date. If Borrower believes that this Agreement relates to a City Project and that the requisite sign has not been posted, Borrower will notify the City so that the City may determine the applicability of Chapter 79, and, if necessary, post the requisite sign.
- 14. <u>Prohibition on Use of Public Funds for Political Activities.</u> Borrower will comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Borrower is subject to the enforcement and penalty provisions in Chapter 12G.
- 15. Nondisclosure of Private Information. Borrower has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12.M.2, "Nondisclosure of Private Information", and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Borrower agrees that any failure of Borrower to comply with the requirements of Section 12M.2 of this Chapter will be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Borrower pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Borrower.
- of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti will be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.
- (a) Borrower will remove all graffiti from any real property owned or leased by Borrower in the City and County of San Francisco within forty eight (48) hours

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

- (b) Any failure of Borrower to comply with this section of this Agreement will constitute an Event of Default of this Agreement.
- 17. <u>Resource-Efficient Building Ordinance</u>. Borrower acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Chapter 7 relating to resource-efficient City buildings and resource-efficient pilot projects. Borrower hereby agrees it will comply with the applicable provisions of such code sections as such sections may apply to the Property.
 - 18. Consideration of Criminal History in Hiring and Employment Decisions.
- (a) Borrower agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Borrower's obligations under Chapter 12T is set forth in this Section. Borrower is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement will have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T will only apply to a Borrower's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, will apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, will apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and will not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

- (c) Borrower will incorporate by reference in all subcontracts the provisions of Chapter 12T, and will require all subcontractors to comply with such provisions. Borrower's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.
- (d) Borrower or Subcontractor will not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- (e) Borrower or Subcontractor will not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Borrower or Subcontractor will not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- (f) Borrower or Subcontractor will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Borrower or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- (g) Borrower and Subcontractors will post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Borrower or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice will be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- (h) Borrower understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City will have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.
- 19. <u>Food Service Waste Reduction Requirements</u>. Borrower agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Borrower agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Borrower

agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount will not be considered a penalty, but rather agreed monetary damages sustained by City because of Borrower's failure to comply with this provision.

- 20. <u>Bottled Drinking Water</u>. Unless exempt, Borrower agrees to comply fully with and be bound by all of the provisions of the San Francisco Bottled Water Ordinance, as set forth in San Francisco Environment Code Chapter 24, including the administrative fines, remedies, and implementing regulations provided therein, as the same may be amended from time to time. The provisions of Chapter 24 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- Public Power. From and after the effective date of the Ground Lease, 21. Borrower will procure water and sewer service from the City and electricity, telephone, natural gas, and any other utility service from the City or utility companies providing such services, and will pay all connection and use charges imposed in connection with such services. From and after the effective date of the Ground Lease, as between the City and Borrower, Borrower will be responsible for the installation and maintenance of all facilities required in connection with such utility services to the extent not installed or maintained by the City or the utility providing such service. All electricity necessary for operations on the Site will be purchased from the San Francisco Public Utilities Commission ("PUC"), at PUC's standard rates charged to third parties, unless PUC determines, in its sole judgment, that it is not feasible to provide such service to the Premises. PUC is the provider of electric services to City property, and the Interconnection Services Department of SFPUC's Power Enterprise coordinates with Pacific Gas and Electric Company and others to implement this service. To arrange for electric service to the Site, Borrower will contact the Interconnection Services Department in the Power Enterprise of the SFPUC.
- 22. <u>Local Business Enterprise and Non-Discrimination in Contracting Ordinance</u>. Borrower will comply with the applicable requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance under Administrative Code Chapter 14B ("LBE Ordinance") and will incorporate such requirements in contracts with any Contractors and Subcontractors.

EXHIBIT F

Lobbying/Debarment Certification Form

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

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

BY:	
NAME:	
TITLE:	
DATE:	

MERCY HOUSING CALIFORNIA 97, L.P.:

EXHIBIT G

Form of Annual Monitoring Report

Mayor's Office of Housing and Community Development

City and County of San Francisco



London N. Breed Mayor

> Eric D. Shaw Director

October 21, 2020

Notice of Availability of 2020 Annual Monitoring Report Form

(plus reminders of Marketing Procedure and Serious Incident Protocol)

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

IMPORTANT INFORMATION RELATED TO COVID-19

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

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

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

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

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

Completion and Submission Instructions

The Annual Monitoring Report consists of the following four parts:

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

Instructions

1A. Property & Residents

1B. Transitional Programs

1C. Eviction Data

2. Fiscal Activity

3A. Occupancy & Rent Info

3B. Demographic Information

3C. Demographic Summary

4. Narrative

5. Project Financing

6. Services Funding

7. Supplementary Audit Information

Required by MOHCD

Completeness Tracker

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

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

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR_RY2020.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

II. Owner Compliance Certification Form and Documentation of Insurance

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

III. Audited Financial Statements

Provide financial statements for the project for Reporting Year 2020. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "Audit Requirements for MOHCD-Funded Projects" a copy of which is posted on MOHCD's Asset Management web page. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

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

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

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

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

IV. Waiting List

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

- name of head-of-household
- contact information
- date of application
- number of people in the household

- stated household income
- desired unit size

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

Completed AMRs must be submitted electronically, via one email message per project to moh.amr@sfgov.org. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

AMR Training - On-Demand Videos

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

Marketing Procedure for Available Units and Waiting List Openings

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

Serious Incident Protocol

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

MOHCD requests that owners of projects financed by this office notify us in writing if a serious incident occurs at their properties and meets one or more of the following parameters:

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

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

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

Asset Management Team

MOHCD 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 http://sfmohcd.org P. 415-701-5500 F. 415-701-5501

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

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

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2020 – project name.xlsx, audited financial statements, and current waiting list to moh.amr@sfgov.org.

Project Name:	
Project Street Address:	
Reporting Period – Start Date:	End Date:

Owner Compliance Certification

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

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

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

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

	True	False	
9			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, units (supply exact number) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
10			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
11			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
12			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
13			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
14			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
15			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
16			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
17			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; (b) keep the Project fully rented and occupied; and (c) maximize rental revenue at the Project by increasing tenant rents, and if applicable, contract rents and commercial rents, the maximum amount permitted under all current regulatory agreements, contracts, regulations and leases, without causing undue rent burden on residential tenants.
18			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
19			The project has received additional equity proceeds in the amount of \$ (supply amount) from low-income housing tax credit investors during the reporting period.
20			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
21			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this

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

	True	False	
			project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.
22			The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.
23			The Waiting List that has been submitted with the 2020 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size.

Property and Liability Insurance

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

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

Tax Certification

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

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

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

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

Signature:	Date:
	Title:

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

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

Updated 12/21/2020

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

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

1C. Eviction Data

MOHCD is required to collect this data by San Francisco Adminstrative Code Sections 20.500-20.508. Please follow the instructions provided on the worksheet.

2. Fiscal Activity

Income and Expenses

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

INSTRUCTIONS:

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

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

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

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

Income

Rental Income

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

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

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

Vacancy Loss

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

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

Other Income

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

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

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

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

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

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

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

Expenses

Management

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

Salaries/Benefits

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

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

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

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

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

Administration

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

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

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

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

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

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

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

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

Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

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

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

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

Insurance

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

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

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

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

Maintenance and Repairs

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

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

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

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

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

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

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

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

Supportive Services

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

Reserve Account Activity

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

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

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

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

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

3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3A - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period.

- NEW: for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 Vac."
- -Identify manager's unit with the unit number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 Mgr."
- -For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

COLUMN DESCRIPTION

- C. Row Number. Do not enter data in this column.
- D. Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
- E. Unit Type. Use the drop down menu to select the unit type (also shown below):
 - **Bed** = (measurement for Group homes or transitional housing)
 - "SRO" = Single Room Occupancy unit
 - "Studio" = Studio unit
 - "1BR" = 1 Bedroom unit

- "2BR" = 2 Bedroom unit
- "3BR" = 3 Bedroom unit
- "4BR" = 4 Bedroom unit
- "5+BR" = 5 or more Bedroom unit
- F. Is the Unit Fully-Accessible or Adaptable? Use the drop down menu to indicate which
 - "Accessible Mobility" = The unit is fully-accessible for persons with mobility impairment.
 - "Accessible Communication" = The unit is fully-accessible for persons with visual and hearing impairment.
 - "Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment.
 - "Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.
 - "Not Accessible or Adaptable" = Not Accessible or Adaptable.
- Date of Initial Occupancy. Enter the date when the tenant occupied their *first unit in the project*. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their *first unit in the project*. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit.
- Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
- J. Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
- K. Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
- L. Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- M. [Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- O. Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
- Overhoused or Overcrowded Narrative A household is "Overhoused" if there are fewer people residing in the unit than the minumum occupancy. "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
- Q. Is this Unit a HOPWA set-aside unit? (yes/no). "HOPWA set-aside" units are required when HOPWA capital funding is used to acquire, construct or rehab a project.
- R. Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.
 - "RAD PBV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a RAD Project-Based Section 8 subsidy that will remain with the unit after the tenant moves out.
 - "TPV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a HUD Tenant Protection Voucher subsidy to help prevent displacement and/or stabilize the property.
 - "Section 8 Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
 - "Section 8 Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
 - "PRAC 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.
 - "PRAC 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.
 - "\$+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.

- "HOPWA" = The units is a HOPWA-designated unit under the project funding from the Housing Opportunities for People With AIDS program. While HOPWA is not a source of tenant-based assistance, if the tenant is receiving any other form of subsidy, please report on the amount of Rental Assistance on this worksheet and note the source of the Rental Assistance in the Narrative section of the AMR.
- "VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.
- "LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.
- "DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.
- "HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.
- "MHSA" = The unit receives a subsidy under CA HCD's Mental Health Services Act.
- "HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.
- "Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.
- "Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.
- S. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- T. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- U. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- V. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- Household Rent Burden. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- X. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- Y. Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- Z. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

3B. Demographic

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

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

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

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

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

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

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

Disability. If any members of the household have any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by any tenants with a listed disability.

3C. Summary of Reported Household Demographics

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

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

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

6. Services Funding

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

7. Supplementary Audit Information - Required by MOHCD

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

Completeness Tracker

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

Links to Relevant Policies

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

MOHCD Forms Page at SFMOHCD.ORG

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

Program Income Overview

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

MOHCD Residual Receipt Policy

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

MOHCD Insurance Requirements Policy

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

MOHCD Operating Fees Policy

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

	Annual Monitoring Report - Property & Residents - Reporting Year 2020 - Mayor's Office of Housing & Community Development					
#	Mayor's Office of Hous	ing & Comm	nunity Developm	ent		
1	Reporting Period Start Date (m/d/yyyy)					
2			eriod End Date (n			
3			me (select from d			
4			II Street Address		ain Street")	
	CONTACT INFO					
5			ecutive Director	Name		
6		Phone No	umber			
7		E-mail				
8			anagement Com	pany		
10		Property Ma	anager Name			
11		E-mail	umber			
12			pervisor Name			
13		Phone No				
14		E-mail				
15		Property Ov	wner Name			
16		Property Ov	wner Contact Pe	rson		
17		Phone N	umber			
18		E-mail				
19		Asset Mana				
20		Phone No	umber			
21		E-mail	uania Nama			
22		AMR Prepa Phone No				
24		E-mail	ullibei			
24	PROPERTY/MARKETING INFO	L-IIIaii				
25	Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? (select "yes" or "no" from the drop-down menu to the left.) If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."					
	What is the Unit Mix for the Property? Please include any management	anager's units i	n this tally.			
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.	
26	Single Room Occupancy (SRO) Units		1]	
27	Studio Units		1			
28	One-Bedroom (1BR) Units		1			
29	Two-Bedroom (2BR) Units					
30	Three-Bedroom (3BR) Units					
31	Four-Bedroom (4BR) Units				1	
32	Five- or More (5+BR) Bedroom Units				†	
33	TOTAL # Units>	0				

34		Vacancies - How many vacancies occurred at the project during the reporting period? (Be sure that the number you report here is not less than the number of vacant units that are included on worksheet 3.)	
35	0	Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.)	
36		 Vacant Unit Rent-Up Time - (in DAYS) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. Please EXCLUDE any units that are being held vacant to support rehabilitation or other temporary relocation needs. If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. (Click on # 4 at left to jump to Narrative worksheet.) 	
37		Waiting List - How many applicants are currently on the waiting list? (Please also submit a copy of the waiting list, see AMR submission instructions.)	
38		When was the waiting list last updated? (m/yyyy)	
39		Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.)	
40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)	
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)	
42		How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.)	
43		How many Health , Building or Housing Code Violations were open from <i>prior</i> years?	
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?	
45		Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)	

If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of 46 funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.) Resident Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide additional information about each of the marked services below on Worksheet "6.Services" After School Program/s (y/n) 47 Licensed Day Care Service (participant fees are allowable for 48 day care ONLY) (y/n) Youth Program/s (y/n) 49 Educational Classes (e.g. basic skills, computer training, Educationa S ESL) (y/n) 50 Health and Wellness Services/Programs (y/n) 51 Employment Services (y/n) 52 Case Management, Information and Referrals (y/n) 53 Benefits Assistance and Advocacy; Money Management; 54 Financial Literacy and Counseling (y/n) Support Groups, Social Events, Organized Tenant 55 Activities (y/n) Other Service #1 - Please specifiy in column G. 56 Other Service #2 - Please specifiy in column G. 57 **POPULATION SERVED** Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as

Number of Households) for the Project?

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

	Target Population		Actual Population	
58	0	Families	0	Families
59	0	Persons with HIV/AIDS	0	Persons with HIV/AIDS
60	0	Housing for Homeless	0	Housing for Homeless
61	0	Mentally or Physically Disabled	0	Mentally or Physically Disabled

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

Remember, SAVE YOUR WORK!

	Annual Mo	onitoring R	Report - Tra	nsitional Pro	grams -	Reporting Year 2	2020 - M	ayor's Office of Housing & Co	mmunity Development
Project	Address:								
	ct Capacity neet to be o		he target ca	pacity of this	project?	(All blanks in this s	section n	nust be filled with a number of "0	" or greater in order for the
	A. Num Singles Not	B. Num Families	C1. Num Adults in	C2. Num Children in	D. Num of Beds				
	in Families	rannies	Families	Families	Oi Beus				
1									
2		0						ies) That Can Be Served	
		During Op	perating Yea	ar (All blanks	in this s	ection must be fille	ed with a	number of "0" or greater in orde	r for the worksheet to be
compl	A. Num	B. Num	C1. Num	C2, Num					
	Singles Not	Families	Adults in	Children in					
3	in Families		Families	Families	Num on t	the first day of operat	ing year		
4						ering the program dur		perating year	
5	(0			Total Ho	ouseholds (Singles a	nd Famil	ies) Served	
6						left the program dur			
7	0	0	0	0		he program on the las			
8		0	. Consoitu	Hilization Bat		ouseholds in prograi Isehold as of last Da		last day of the operating year	
9			<capacity< td=""><td>Utilization Rat</td><td>е (ву поц</td><td>isenoid as of last Da</td><td>ly or Ope</td><td>rating fear)</td><td></td></capacity<>	Utilization Rat	е (ву поц	isenoid as of last Da	ly or Ope	rating fear)	
If the C	apacity Utili	zation Rate	is <u>LESS</u> than	75% you must	respond	to the following:			
10					1. Explai	n the reason(s) why the	ne capacit	y utilization rate is as low as it is; and	1
11					2. Descri	be plan/s to raise the	capacity (utilization rate to at least 75%, with sp	ecific timeline.
	of Stay:	should matc	h total of cells					were in the project for the following le number of "0" or greater in order for	
12		Less than 1 1 to 2 month			†				
14		3 - 6 months			İ				
15		7 months -1:			1				
16		13 months -			-				
17	0	25 months -	H's that left th	ne nrogram					
Destina		For the 0 ho	useholds repo	rted to have LE				r, how many left for the following dest er of "0" or greater in order for the wor	
19		Rental - Hou	use or Apartm	ent (no subsidy)					
20		Public Hous		-			ANENT		
21 22		Section 8 Vo		or apartment			AAN		
23		Homeowner		or apartment			PERM		
24			th family or fri	ends			_		
25	0	Permanen	t Housing Su	ıbtotal					
26		Transitional	Housing for h	omeless person	ıs		TRANSITIONAL		
27				ends TEMPOR	ARILY		TRANSI		
28	0	Transition	al Housing S	ubtotal				-	
29		Psychiatric h	nospital				ĀĀ		
30		Inpatient alc	ohol or other	drug treatment f	acility		INSTITUTIONAL		
31		Jail/Prison	-	_			E		
32		Medical Fac	ility				NS.		
33	0	Institution	al Subtotal						
34		Emergency	Shelter						
35				an habitation (e	e.g. street)	OTHER		
36		Unknown		·			Ę		
37		Other							
38	0	Other Subt							
39	0	IOTAL#H	H's that left th	ne program					

Annual Monitoring Report - Eviction Data - Reporting Year 2020 - Mayor's Office of Housing & Community Development This section of the AMR must be completed for all projects, except for transitional housing or residential treatment services.

Project Address:

· · · ·		olds who lived in the project during the reporting period:	and the Bran	and the State of the state of t		
	,	Number of households who lived in the project AT ANY TIME during the reporting		sure to include all households that moved in during the	reporting peri	od.
ann	er of nouseno	olds in the project who received Notices of Eviction during the reporting period for each of the following reasons:	Ethnicity a	and Race data for households that received Not	ices of Evic	tion during the reporting period:
		n one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable).	enter #s below		enter #s below	
2		Breach of Lease Agreement		Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central		Black - African
3		Capital Improvement		America or South America		Black - African American
4		Condo Conversion		Other Indigenous		Black - Caribbean, Central American, South American or Mexic
5		Demolition	4	Asian - Chinese		Other Black
6 7	-	Denial of Access to Unit Development Agreement		Asian - Filipino Asian - Japanese		North African West Asian
3		Ellis Act Withdrawal		Asian - Korean		Other Middle Eastern or North African
9		Failure to Sign Lease Renewal	-	Asian - Mongolian		Pacific Islander - Chamorro Pacific Islander - Native Hawaiian
1	+	Good Samaritan Tenancy Ends Habitual Late Payment of Rent	4	Asian - Central Asian Asian - South Asian	· 	Pacific Islander - Native Hawaiian Pacific Islander - Samoan
2		Illegal Use of Unit		Asian - Southeast Asian		Other Pacific Islander
4		Lead Remediation Non-payment of Rent		Other Asian Latino - Caribbean		White - European Other White
5	 	Nuisance		Latino - Central American	*	Not Reported
6 7		Other Owner Move In		Latino - Mexican Latino - South American	0	Total (must match Total number in E29)
		Owner move in		Earno - Couti American		a for households that received Notices of Eviction during
8	-	Roommate Living in Same Unit	Cavual Ori	Other Latino entation data for households that received	reporting p	eriod:
9	1	Substantial Rehabilitation		Eviction during the reporting period:		Female
20	 	Unapproved Subtenant		Bisexual		Male
21	0	Total number of households who received Notices of Eviction		Gay/Lesbian/Same-Gender Loving		Genderqueer/Gender Non-Binary
			-	Questioning/Unsure Straight/Heterosexual	+	Trans Fernale Trans Male
				Not Listed		Not Listed
				Declined / Not Stated		Declined / Not Stated
-			0	Total (must match Total number in E29)	0	Total (must match Total number in E29)
Nun	project d	oful Detainer actions filed in court by the owner against tenants in the during the reporting period for each of the following reasons: n one reason applies to a household, report only the primary reason.)	Ethnicity a	and Race data for households for which Unlawf	ul Detainers	were filed during the reporting period:
		MUST answer every question (i.e., enter zero if applicable).	enter #s below		enter #s below	
2		Breach of Lease Agreement		Indigenous - American Indian/Native American		Black - African
	1	Conital Improvement		Indigenous from Mexico, the Caribbean, Central		Plant. African American
:3 :4	+	Capital Improvement Condo Conversion		America or South America Other Indigenous		Black - African American Black - Caribbean, Central American, South American or Mexic
5		Demolition	1	Asian - Chinese		Other Black
6		Denial of Access to Unit	4	Asian - Filipino		North African
7	+	Development Agreement Ellis Act Withdrawal		Asian - Japanese Asian - Korean		West Asian Other Middle Eastern or North African
19	 	Failure to Sign Lease Renewal		Asian - Mongolian	*	Pacific Islander - Chamorro
10		Good Samaritan Tenancy Ends		Asian - Central Asian		Pacific Islander - Native Hawaiian
12		Habitual Late Payment of Rent Illegal Use of Unit		Asian - South Asian Asian - Southeast Asian		Pacific Islander - Samoan Other Pacific Islander
33	 	Lead Remediation		Other Asian	*	White - European
34		Non-payment of Rent		Latino - Caribbean		Other White
35 36		Nuisance Other		Latino - Central American Latino - Mexican	0	Not Reported Total (must match Total number in E56)
37		Owner Move In		Latino - South American		
38		Roommate Living in Same Unit		Other Latino		a for households for which Unlawful Detainers were filed report period:
				entation data for households for which Unlawful		
19		Substantial Rehabilitation	Detainers	were filed during the report period: Bisexual		Female Male
10	0	Unapproved Subtenant Total number of unlawful detainer actions filed		Gay/Lesbian/Same-Gender Loving		
						Genderqueer/Gender Non-Binary
				Questioning/Unsure		Genderqueer/Gender Non-Binary Trans Female
				Questioning/Unsure Straight/Heterosexual		Trans Female Trans Male
				Questioning/Unsure Straight/Heterosexual Not Listed		Trans Female Trans Male Not Listed
			0	Questioning/Unsure Straight/Heterosexual	0	Trans Female Trans Male
mb	er of househo	olds Evicted from the project during the reporting period for the each of the following reasons:		Questioning/Unsure Straight/Heterosexual Not Listed Declined / Not Stated Total (must match Total number in E56)	1	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56)
mb	(If more than	olds Evicted from the project during the reporting period for the each of the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable).		Questioning/Unsure Straight/Heterosexual Not Listed Declined / Not Stated Total (must match Total number in E56)	1	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56)
	(If more than	the tollowing reasons: n one reason applies to a household, report only the primary reason.)	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56)
12	(If more than	the following reasons: n one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable).	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined 1 Not Stated Total (must match Total number in E56) and Race data for households that were Evicted	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period:
12	(If more than	n one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Carbobean, Central American, South American or Mexi
12 13 14	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demolition	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese	during the	Trans Female Trans Male Nort Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexic
12 13 14 15	(If more than	n one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Carboban, Central American, South American or Mexican
42 43 44 45 46 47	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoiltion Denial of Access to Unit Development Agreement Elis Act Withdrawal	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Figino Asian - Japanese Asian - Japanese Asian - Korean	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Carbbean, Central American, South American or Mexi Other Black West Asian Other Middle Eastern or North African
12 13 14 15 16 17 18	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demolition Dem	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Filipino Asian - Morean Asian - Korean Asian - Korean Asian - Korean Asian - Mongolian	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexi Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro
13 14 15 16 17 18 19 19	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoillon Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samantan Tenancy Ends Habitual Late Payment of Rent	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Filipino Asian - Japanese Asian - Morgolian Asian - Gentral Asian Asian - Central Asian	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - African American Slack - African American Other Black North African West Aslan Other Middle Eastern or North African Pacific Islander - Native Hawaiian Pacific Islander - Native Hawaiian Pacific Islander - Samoan
12 13 14 15 16 17 18 19 19 51	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demiolition Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samantian Tenancy Ends Habitual Late Payment of Rent llegal Use of Unit	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Filipino Asian - Chinese Asian - Filipino Asian - Mongolian Asian - Gentral Asian Asian - South Asian Asian - South Asian Asian - South Asian	during the	Trans Female Trans Male Nort Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexicol
13 14 15 16 17 18 19 19 10 11 12 13	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoillon Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samantan Tenancy Ends Habitual Late Payment of Rent	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Filipino Asian - Japanese Asian - Morgolian Asian - Gentral Asian Asian - Central Asian	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - African American Slack - African American Other Black North African West Aslan Other Middle Eastern or North African Pacific Islander - Native Hawaiian Pacific Islander - Native Hawaiian Pacific Islander - Samoan
2 3 4 5 6 7 8 9 9 0 1 1 2 3 4 4 5 5	(If more than	the following reasons: one reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Capital Improvement Condo Conversion Demolition Demolition Denial of Access to Unit Development Agreement Elis Ad Withdrawal Failure to Sign Lease Renewal Good Samanitan Tenancy Ends Habitual Labe Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Foresean Asian - Mongolian Asian - Japanese Asian - Mongolian Asian - Central Asian Asian - South Asian Other Asian Asian - Southeast Asian Other Asian Asian - Central Asian Asian - Southeast Asian Other Asian Latino - Caribbean Latino - Caribbean Latino - Caribbean Latino - Cariba American	during the	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total (must match Total number in E56) Total Black - African Black - African American Black - African American Black - African American Other Black North African Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Maclific Islander White - European Other White Not Reported
12 13 14 15 16 17 18 19 19 10 11 12 13 14 15 16 16 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Denial of Access to Unit Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Filipino Asian - Shriese Asian - Filipino Asian - Mongolian Asian - Central Asian Asian - South Asian Asian - South Asian Asian - South Asian Asian - South Asian Asian - South Asian Asian - South Asian Asian - South Asian Asian - South Asian Other Asian Unter Asian Unter Asian Unter Asian Unter Asian	during the	Trans Female Trans Male Nor Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexi Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Chamorro Pacific Islander - Samoan Other Pacific Islander White - European White - European
12 13 14 15 16 17 18 19 19 15 16 17 18 19 15 16 16 17 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoilion Demoilion Demoil of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In	Ethnicity a	Questioning/Unsure Straight/Hetrosexual Not Listed Doclined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Figino Asian - Japanese Asian - Korean Asian - Korean Asian - Gentral Asian Asian - Central Asian Asian - Southeast Asian Other Asian Latino - Caribbean Latino - Caribbean Latino - South American Latino - South American	enter#s below	Trans Female Trans Male Nort Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexi Other Black North African West Asian Other Midde Eastem or North African Pacific Islander - Chamorro Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Pacific Islander White - European Other Pacific Islander White - European Other White Not Reported Total (must match Total number in E83)
42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demial of Access to Unit Demial of Access to Unit Development Agreement Eliis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other	Ethnicity a enter #s below	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Folipino Asian - Japanese Asian - Folipino Asian - Mongolian Asian - South Asian Asian - South Asian Other Asian Asian - South Asian Latino - Central Asian Latino - Caribbean Latino - Caribbean Latino - Mexican Latino - Mexican Latino - Mexican Latino - Mexican Latino - Mexican Other Latino Other Latino Other Latino Other Latino Other Asian Other Asian Other Asian Other Asian Other Asian Other Asian	enter#s below	Trans Female Trans Male Nort Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexic Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Pacific Islander White - European Other Pacific Islander White - European Other White Not Reported Total (must match Total number in E83)
42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demial of Access to Unit Development Agreement Eliis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In Roommate Living in Same Unit Substantial Rehabilitation	Ethnicity a enter #s below	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Filipino Asian - South American Indian - Central Asian Asian - Gentral Asian Asian - Oentral Asian Asian - Southeast Asian Other Asian Latino - Central American Latino - Central American Latino - Central American Latino - South American Latino - South American Latino - South American Other Latino entation data for households that were Evicted reporting period:	enter#s below	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) Peporting period: Black - African Black - African American Black - African American Black - African American Black - African American Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Pacific Islander White - European Other White North African Other Middle Total number in E83) a for households that were Evicted during the reporting periods.
442 443 444 445 446 447 448 449 550 551 552 553 554 555 556 557	(If more than You	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoilion Demoilion Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In Roommate Living in Same Unit Substantial Rehabilitation Unapproved Subtenant	Ethnicity a enter #s below	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Fligino Asian - Japanese Asian - Korean Asian - Korean Asian - Mongolian Asian - Central Asian Other Indigenous Latino - Central Asian Latino - Caribbean Latino - Caribbean Latino - Caribbean Latino - South American Latino - South American Cother Latino - Mexican Cother Latino - Cother American Latino - South American Cother Latino - Cother American Latino - South American Cother Latino - Sout	enter#s below	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - African American Black - African American Black - Caribbean, Central American, South American or Mexic Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Native Hawailian Pacific Islander - Samoan Other Pacific Islander White - European Other White Not Reported Total (must match Total number in E83) a for households that were Evicted during the reporting periods Female Male
142 143 144 155 166 177 188 199 160 160 163 163 163 164 165 165 166 167 168 169 169 169 169 169 169 169 169 169 169	(If more than	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demolition Demolition Demolition Demolition Demolition Demolitor Elia Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenanoy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In Roommate Living in Same Unit Substantial Rehabilitation Unapproved Subtenant	Ethnicity a enter #s below	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Filipino Asian - Other Indigenous Asian - Mongolian Asian - Ocentral Asian Asian - South Asian Asian - Southeast Asian Other Asian Latino - Central American Latino - Central American Latino - South American Latino - South American Latino - South American Latino - South American Latino - South American Latino - South American Latino - South American Latino - Households that were Evicted reporting period: Bisexual Gay/Lesbian/Same-Gender Loving	enter#s below	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) **eporting period: Black - African Black - African American Black - Caribbean, Central American, South American or Mexic Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Pacific Islander White - European Other White Not Reported Total (must match Total number in E83) a for households that were Evicted during the reporting processing the state of the Samoan Genderqueer/Gender Non-Binary Genderqueer/Gender Non-Binary
12 13 14 15 16 17 18 19 10 11 11 12 13 14 15 16 16 17 18 19 19 16 16 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	(If more than You	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoilion Demoilion Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In Roommate Living in Same Unit Substantial Rehabilitation Unapproved Subtenant	Ethnicity a enter #s below	Questioning/Unsure Straight/Hetrosexual Not Listed Declined / Not Stated Total (must match Total number in E56) and Race data for households that were Evicted Indigenous - American Indian/Native American Indigenous from Mexico, the Caribbean, Central America or South America Other Indigenous Asian - Chinese Asian - Fligino Asian - Japanese Asian - Korean Asian - Korean Asian - Mongolian Asian - Central Asian Other Indigenous Latino - Central Asian Latino - Caribbean Latino - Caribbean Latino - Caribbean Latino - South American Latino - South American Cother Latino - Mexican Cother Latino - Cother American Latino - South American Cother Latino - Cother American Latino - South American Cother Latino - Sout	enter#s below	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) reporting period: Black - African Black - African American Black - African American Black - African American Black - Caribbean, Central American, South American or Mexicology of the Male African West Asian Other Middle Eastern or North African Pacific Islander - Chamorro Pacific Islander - Native Hawailian Pacific Islander - Samoan Other Pacific Islander White - European Other White Not Reported Total (must match Total number in E83) a for households that were Evicted during the reporting p Female Male
442 43 444 45 46 46 47 48 49 55 55 55 55 56 57	(If more than You	none reason applies to a household, report only the primary reason.) MUST answer every question (i.e., enter zero if applicable). Breach of Lease Agreement Capital Improvement Condo Conversion Demoilion Demoilion Denial of Access to Unit Development Agreement Elis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent Illegal Use of Unit Lead Remediation Non-payment of Rent Nuisance Other Owner Move In Roommate Living in Same Unit Substantial Rehabilitation Unapproved Subtenant	Ethnicity a enter #s below	Questioning/Unsure Questioning/Unsure	enter#s below	Trans Female Trans Male Not Listed Declined / Not Stated Total (must match Total number in E56) Teporting period: Black - African Black - African American Black - African American Black - African American Black - African American Other Black North African West Asian Other Middle Eastern or North African Pacific Islander - Chemorro Pacific Islander - Native Hawaiian Pacific Islander - Samoan Other Middle Tack - Samoan Oth

	B Annual Monitoring Report - Fiscal Activity - Reporting Year 2020	- Mayor's Office	of Housing & Co	H ommunity Develop	J ment
15		- Mayor S Office	or nousing & Co	Ommunity Develop	ment
	INCOME & EXPENSES	2			
17 18	12 Month Report Period Number of Units>	Start Date:	1/0/1900	End Date:	1/0/1900
19	Hamber of Onia >	Account			
20	Description of Income Accounts	Number	Booldontial	Non Booldontial	Total
20	Description of Income Accounts	Number	Residential	Non-Residential	Total
21					
22	Rental Income				
23	Housing Units - Gross Potential Tenant Rents	5120			
٠,	Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP funding)	5404			
24	LOSF (diffullity)	5121			
25	Source/s>				
26	Commercial Unit Rents	5140			
27	sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.0
28	Vacancy Loss - enter amounts as negative numbers!		\$0.00	\$0.00	vacancy ra
				Must click &	
				explain if Residential Vac	
29	Housing Units	5220		Rate is > 15%	
30 31	Commercial sub-total Vacancies:	5240	\$0.00	\$0.00	0.00 \$0. 0
32			\$0.00	V	40
33	NET RENTAL INCOME:		\$0.00	\$0.00	\$0.0
34 35	Other Income		***	,,,,,	• • • • • • • • • • • • • • • • • • • •
36	Garage and Parking Spaces	5170			
37	Miscellaneous Rent Income Supportive Services Income - Do not enter supportive services income if it is tracked in a	5190			
38	separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation.	5300			
39	Supportive Services Income Source/s- identify program source(s) if applicable>	3300			
40	Interest Income - Project Operations (From Operating Account Only)	5400			
41	Laundry and Vending	5910			
42	Tenant Charges	5920			
43	Other Revenue	5990			
43 44	sub-total Other Income Received:	5990	\$0.00	\$0.00	\$0.0
45			-		
46 47	TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.0
48	INCOME & EXPENSES				
49 50	Description of Expense Accounts	Account Number	Residential	Non-Residential	Total
	Management Caracteristics Accounts	Hamber	Residential	Non Residential	Total
52	Management Fee	6320			
53	"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
54	sub-total Management Expense:		\$0.00	\$0.00	\$0.
55	Salaries/Benefits				
56	Office Salaries	6310			
57	Manager's Salary	6330			
58	Employee Benefits: Health Insurance & Disability Insurance	6723			
59	Employee Benefits: Retirement & Other Salary/Benefit Expenses				
60	Administrative Rent Free Unit	6331			
61	sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.
62	Administration Advantage and Malastica	0010		_	
63 64	Advertising and Marketing Office Expenses	6210 6311			
65	Office Expenses Office Rent	6312			
66	Legal Expense - Property	6340			
67	Audit Expense	6350			
68	Bookkeeping/Accounting Services	6351			
69	Bad Debts	6370			
	Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6390	\$0.00	\$0.00	\$0.
70	enh-total Administrativa Evanasa			ĐU.UU	ąU.
	sub-total Administrative Expense: Utilities				
70 71		6450	V 0.00		
70 71 72	<u>Utilities</u>	6450 6451	43.05		

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020) - Mayor's Office	of Housing & C	ommunity Develor	oment
76 77	Sewer sub-total Utilities Expense:	6453	\$0.00	\$0.00	\$0.00
	Taxes and Licenses				
	Real Estate Taxes	6710			
	Payroll taxes	6711			
81 82	Miscellaneous Taxes, Licenses, and Permits sub-total Taxes and License Expense:	6719	\$0.00	\$0.00	\$0.00
83 84	Insurance Property and Liability Insurance	6720			
85	Fidelity Bond Insurance	6721			
86	Workers' Compensation	6722			
87 88	Directors & Officers Liabilities Insurance sub-total Insurance Expense:	6724	\$0.00	\$0.00	\$0.00
_	Maintenance and Repairs		,	,,,,,	
	IMPORTANT NOTE RE: TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR exclude those from this section. If you do include those expenses here, be sure to record the an				E: If possible,
90			,,	(,	
	Payroll Supplies	6510 6515			
	Contracts	6520			
\vdash	Garbage and Trash Removal	6525			
	Security Payroll/Contract	6530			
96	HVAC Repairs and Maintenance	6546			
97	Vehicle and Maintenance Equipment Operation and Repairs	6570			
98 99	Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k) sub-total Maintenance Repair Expense:	6590	\$0.00	\$0.00	\$0.00
99	Supportive Services: do not enter supportive services expenses if tracked in separate		\$0.00	\$0.00	\$0.00
100	budget and not eligible to be counted against project income for residual receipts calculation.	6930			
101	SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
	Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-Eligible Expenditures below, beginning from row 207. Amounts provided in F210:215 will be linked to cell F102 and netted out from operating expenses. Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance & Repairs section above and will be reimbursed by Replacement Reserve.		\$0.00		
103	Amount will be netted out from operating expenses. Enter as positive number.				
104 105	TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
	Ground Lease Base Rent/Bond Fees/Reserves Ground Lease - Base Rent (provide Lessor name to the right)	Name of Lessor/ Bond Monitoring Agency/ Reserve Account			\$0.00
108	Bond Monitoring Fee People among People People Applied Applied People (Source is Operating Account Victoriae)				\$0.00
109	Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number.	1320			\$0.00
110	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00
111	Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as positive number.				\$0.00
112	Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive number. Identify reserve account in next col) (1330)				\$0.00
110	Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number. Identify account in next col>				#0.00
113 114	Sub-total Ground Lease Base Rent/Bond Fees/Reserves		\$0.00	\$0.00	\$0.00 \$0.0 0
115					
116 117	TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)	Acct Num	\$0.00 Residential	\$0.00 Non-Residential	\$0.00 Total
118	1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
	2. TOTAL OPERATING EXPENSES: 3. NET OPERATING INCOME:		\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
121		Name of Lender /			
122	4. Debt Service (Principal and Interest)	Describe Other Amt Paid	Residential	Non-Residential	Total
123	Lender1 - Principal Paid (provide lender name to the right)		Jidontiai		Total
124	Interest Paid		-		
125	Other Amount (describe to the right)				
126 127	Lender2 - Principal Paid (provide lender name to the right) Interest Paid				
128	Other Amount (describe to the right)				
400	Lender3 - Principal Paid (provide lender name to the right)				

15	B Annual Monitoring Report - Fiscal Activity - Reporting Year 2020	D - Mayor's Office	F of Housing & C	H Community Develo	oment
	Literat Bell				
130	Interest Paid				
131	Other Amount (describe to the right)				
132	• • • • • • • • • • • • • • • • • • • •				
133	Interest Paid				
134	Other Amount (describe to the right)				
135	Total Debt Service Payments		\$0.00	\$0.00	\$0.00
136					
137	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00
138	If amount for Surplus Cash above is negative: - you must provide a detailed explanation to question #8 on the Narrative worksheet - you must NOT supply data for any of the fields for Uses of Surplus Cash below		Go to v	vs4 Narrative questi	on #8
139 140	Surplus Cash, Total				\$0.00
141	Distribution of Surplus Cash/Residual Receipts - (Response Required.) In the sidistributions of Surplus Cash that accurately reflects the requirements under all MOH agreements that govern. Please include the calculation methodology, applicable anni rows 143-165, select the distribution priority for each of the uses of cash flow/suprlus MOHCD agreements or other funder agreements, enter N/A in the box below.	CD agreements as ual increases, etc. F	well as the requirer for proposed distrib	nents of other funders ution amounts entered	and any other d in column J,
142	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULA PAYMENTS (IF APPLICABLE)	TION OF RESIDUAL	RECEIPTS	Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.
144	Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).				
	6. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be				
145	required, see Asset Mgt. Fee Policy).				
1.16	7a. Partnership Management fee due from this reporting period. if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
140	7b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if				
	any (tax credit projects only; per City policy, typically must be paid out of owner distribution,				
147	entries usually not allowed here). 8a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting				
	period. if any (tax credit projects only; per City policy, not allowed if project is beyond 15-				
148	year compliance period).				
149	8b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here)).				
150	9. Deferred Developer fee, if any				
130					
151	10. Other payments: use question #1 on the Narrative (worksheet #4) to provide details about any fees or other payments, including ground lease residual rent payments for a non-MOHCD/OCII ground lease. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOHCD at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	Go to ws4 Narrative question #1			
152	11ai. Debt Pmt to other lender1: Principal Paid (note lender name to right)				
153 154	11aii. Debt Pmt to other lender1: Interest Paid 11bi. Debt Pmt to other lender2: Principal Paid (note lender name to right)				
155	11bii. Debt Pmt to other lender2: Interest Paid				
156	Total Payments preceding Residual Receipts Calculation:				\$0.00
157	<u> </u>				
450	12 DECIDIAL DECEIDTS				***
158	12. RESIDUAL RECEIPTS				\$0.00 Leave cells below
159				Distribution Priority (select below)	blank if Surplus Cash is <= \$0.
160	12a. MOHCD Residual Receipts Due for Loan Repayment				
161	12b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment				
101	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
162	12c. Subtotal Residual Receipts Payments to MOHCD				\$0.00
163	12d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)				

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020) - Mayor's Office	e of Housing & (Community Develop	oment
164	12e. Residual Receipts Debt Pmt to other lender4 (note lender name to right)				
104					
165 166	12f. Residual Receipts Debt Pmt to other lender5 (note lender name to right)				<u> </u>
167	Total Residual Recipts Payments:				\$0.0
	DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO M PAYMENT AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIF MOHCD WILL CON	FIED AS APPROPE			
168 169	Remaining Balance	1A01 100.			\$0.0
170					
171	Proposed Owner Distributions (provide description in column D and enter amount in column J. If an amount is entered, a description is required.)				
172 173	Proposed Other Distributions/Uses (provide description in column D and enter amount in column J. If an amount is entered, a description is required. If you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)				
174	Final Balance: should be ZERO except when Surplus Cash (cell J140) is negative				\$0.0
175			4		Ψ0.0
176 177	RESERVE ACCOUNT DETAILS				
	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter	zero instead.)			
179	Minimum Required Balance:				
180	Beginning Balance:				
	Actual Annual Deposit from Operating Budget in Current Reporting Period (not				
181	editable, data entered in cash flow above, account number 1365): Additional Deposit (use ONLY to record deposits form the Op Budget attributable to	\$0.00			
182	a prior reporting period, or deposits made from an external source)				
183	Interest Earned:				
184	Annual Withdrawal Amount (enter as negative number):				
185	Ending Balance (don't edit cell calculated):	\$0.00			
186	Required Annual Deposit:				
187	Total Operating Expenses plus debt service (don't edit cell calculated) If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell.	\$0.00			
188	If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.	0.000%			
	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, en	ter zero instead.)			
191	Minimum Required Balance:				
192	Beginning Balance: Actual Annual Deposit:				
193	•				
194	Interest Earned: Annual Withdrawal Amount (enter as negative number):				
195	· · · · · · · · · · · · · · · · · · ·	# 0.00			
196	Ending Balance (don't edit cell calculated): Required Annual Deposit (do not edit - taken from page 1 account number 1320):	\$0.00			
197	Describe how the amount of annual deposit and the minimum required balance is determined.	\$0.00			
198					
199 200	CHANGES TO REAL ESTATE ASSETS				
204	Enter Beginning and Ending Balances in each of the categories listed below. Changes in ass	et categories will	Balance, 1/00/1900	Channa	Balance, 1/00/1900
201	auto calculate. Building & Improvements		1/00/1900	Changes	1/00/1900
202	0(6)			\$0.00	
203	Offsite Improvements			\$0.00	
	Site Improvements				
204	Land Improvements			\$0.00	
205				\$0.00	
[_]	Furniture, Fixtures & Equipment				
206	Other			\$0.00	
207				\$0.00	
208	Replacement Reserve-Eligible Expenditures: Provide details below about the Capi	tal and non-Capital	Expenditures that a	are Replacement Rese	rve-eligible.

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020		e of Housing & C		oment
209	Capital Repairs and Improvements: Enter capital repairs and improvement costs associat positive change, an entry is required in each corresponding cateogry in rows 212-217. If the replacement reserve during the reporting year, show the repair cost under "Replacement Re by the replacement reserve during the reporting year, show the repair cost under "Operating improvements made.	operating account is userve". If the operating	used initially to fund the desired to find the desired to find the desired to find the desired to find the desired to find the desired to find the desired to find the desired to find the desired the	ne repair, and is later re und the repair and was	imbursed by the not reimbursed
210			irs and Improveme	nts Funded By:	
211	Capital Repairs and Improvements - Categories	Replacement Reserve	Operating Account	Other Source	Total Amount
212	Building & Improvements				\$0.00
213	Offsite Improvements				\$0.00
214	Site Improvements				\$0.00
215	Land Improvements				\$0.00
216	Furniture, Fixtures & Equipment				\$0.00
_	Other	***	***	***	\$0.00
218	Total Description of Capital Repairs and Improvements	\$0.00	\$0.00	\$0.00	\$0.00
220	Non-Capital Replacement Reserve Eligible Expenditures (i.e., labor costs): Enter the ar section below to supply explanations.	nounts used to fund i	non-capital replacem	ent reserve eligiblie exp	penditures. Use
222	Source				Amount
223	Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 10 Paid Directly from Replacement Reserve	3 above)			\$0.00
224	Other Source				
225					
	Explanation of Non-Capital Replacement Reserve Eligible Expenditures			Total	\$0.00
227	TOTAL REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: the Replacement Reserve Withdrawal for the reporting period should not exceed the Total RR-eligible Expenditures. You must			T	
228	provide more details above or an explanation below if the RR withdrawal amount exceeds the Total RR-Eligible Expenditures.	RR Withdrawal Amount>	\$0.00	Total RR-Eligible Expenditures>	\$0.00
229	Notes About RR Withdrawal Amount in excess of Total RR-eligible Expenditures:				
230					
232	FEDERAL PROGRAM INCOME REPORT				
233			ogram income duri	ng the reporting perio	d was zero. For
234	more information, use the following link or copy this web address for manual navigati	on:			
235	l				
237					
238	CDBG PROGRAM INCOME Proposed amounts to be used to fund eligible CDBG activities as described in the				
239	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the				
		AMOUNT	DESCRIPTION		
240	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):	AMOUNT	DESCRIPTION		
240	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right,	AMOUNT	DESCRIPTION		
	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):	AMOUNT	DESCRIPTION		
241	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):	AMOUNT	DESCRIPTION		
241	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Other (provide amount in cell to the right, plus activity description and regulation	AMOUNT	DESCRIPTION		
241 242 243	Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows: Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right): Total CDBG Program Income Calculation(see instructions for guidance on how to				

				An	nual Moi	nitoring R	eport - Occi	upancy &	Rent In	fo - Rep	orting Yea	ar 2020 - Mayor's Offic	ce of Ho	ousing & Community De	evelopme	ent					
Projec	t Address:	Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. • Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. • NEW: for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 - Vac." • Identify manager's unit with the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "501 - Mgr." • For vacant units and manager's units, provide data in columns D, E, F, O and R only. • For recupied units, provide data in columns D, E, F, O and R only. • For tenants who moved in during the reporting period, the data entered in columns C, H & I (at initial occupancy) is likely to be the same as the data entered in columns J, K & L (within reporting period), respectively. • For tenants who have transferred units within the project, report the initial occupancy data (occupancy data (income, household size) for the first unit that the tenant occupied in the project, i.e., when they first moved in to the building. • Before using the "paste" function to enter data for Unit Type, Is the Unit Accessible and Rental Assistance Type, please check the drop-down-menus to ensure that the data you are pasting conforms with the choices of the drop-down menu. This will help prevent you from submitting forms with invalid data will be returned with								# Units:		0									
	D D	instructions to fix and resubmit.		1	p prevent yo	u irom submii	-		ny forms w	ith invalid da	ita wiii be retui	rned with	0			т .	V		T		
Row Nu		Unit Type (Bed / SR0 / Studio / 1812 / 28K / 38K / SR1 / SR2 / 38K / SR3 / SR4 / 58K / SR5 / SR5 / SR6	Date of INITIAL OCCUPANCY (m/d/yyyy)	H Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Date Of Most Recent Income	Household Annual Income as of Most Recent Recertification DURING OR PRIOR TO REPORTING PERIOD	Household Size (number) as of Most Recent Recertification DURING OR PRIOR TO REPORTING PERIOD			Is the Household Overhoused or Overcrowded?	Overhoused / Overcrowded – Narrative, (Explanation required for each row where redicate is deligible) of Column N and Ce described in the control of the control of the control over the control	of Is this Unit a y HOPWA set-aside unit? (yes/no)		Amount of Rental Assistance	Amount of Maximum Gross Amount Rent Allowed for Unit (enter \$0 if n/a)	Utility Allowar	e typically	Recent Rent	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (supply only if the Rental Assistance Type = "none")	%age of Rent Increase (calculated, do not enter; Utility Allowance is factored into this calculation)
1 2																					
3																					
5																					
7																					
9																					
10																					
12																					
14																					
15 16																					
17																					
19 20																					
21 22																					
23 24																					
25																					
26 27																					
28 29																					
30 31																					
32																					
34																					
35 36																					
37																					
39 40																					
41																					
42																					
44 45																					
46 47																					
48 49																					
50																					
51			1											1							

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

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

- Provide the data requested below for the tenant population that was residing in the project at the end of the Reporting Period.
- Select one Gender and one Sexual Orientation category for the head of household.
- Indicate whether or not any one member of the household is 62 years of age or older.
- Enter the number of children under the age of 18 for whom the unit is their primary place of residence.
- · If one or more members of the household is/are disabled, indicate the nature of the primary disability of one of those members.
- If unknown, manager's or vacant unit, select "Question Not Asked".
- See the Instructions worksheet for a link to additional info about the City ordinance that requires collection of this data beginning in 2017.

С	D	Е	F	G	н	I	J	К	L
Row Num	Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	MOSERCOCITE	Date of INITIAL OCCUPANCY	Gender (select from drop down menu) for Occupancies AFTER 6/30/2017	Sexual Orientation (select from drop down menu) for Occupancies AFTER 6/30/2017	Elderly Household member? (yes/no)	Number of Children under Age 18 in HH	Disability (anyone in the Household, select one)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2020 - Mayor's Office of Housing & Community Development

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

Household Size

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

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

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

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

Other Household Demographics

	# Reported
Elderly Households	0
Households with Children Under 18	0
Number of Children Under 18	0
Households with Tenant with Physical Disability	0
Households with Tenant with Visual Disability	0
Households with Tenant with Hearing Disability	0
Households with Tenant with Mental/Devt Disability	0
Households with Tenant with Other Disability	0
Households with Tenant with More than One Disability	0
Households with Tenant with No Disability	0

Target and Actual Population Served

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

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

Project Street Address:

Reporting Period - Start Date: 1/0/1900 Reporting Period - End Date: 1/0/1900

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

Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re; for which question on

1. Explanations & Comments

which worksheet that was done, and describe the ford describe in detail any amounts entered for "Other pay	mula & underlying numbers. Also use this field to

2. Code Violations

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

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

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

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

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

3. Major Repairs

Describe any major repair or replace next 2 years, and any related plans	ement needs that have been identified as being required within the to pay for whatever is needed.
4. Vacant Unit Rent-Up Time	

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

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

5.	Affirmative Marketing Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project; b. any advertising, direct mailings, emailings and web postings that were done; and c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.
6.	Vacancy Rate If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following: a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

7. Miscellaneous Expenses: Administrative/Operating & Maintenance

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

Misc. Admin Expenses					
Expense Description	Amount	HUD Acct #	Notes		
Expense Description		7.001.11			
Total:	0.00				
Diff. from Fiscal Activity WS:					
Misc. Operating & Maintenance Ex	penses				
3	,	HUD			
Expense Description	Amount	Acct #	Notes		
Total:	0.00				
Diff. from Fiscal Activity WS:	0.00				
Dill. Holli Fiscal Activity WS.					
8. Negative Cash Flow					
If the project had NEGATIVE CA- of worksheet "2.Fiscal," you must		hown above fror	m the Income Expense section		
 a. A description of the work identified causes are; an 	-	use/s of the sho	rtfall, and what the		
 b. A description of the work remedies that have been 	•	es for the shortfa	all, and all viable		
 c. A description of the plan the implementation work. 		dies, including sp	pecific timelines for		
d. If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract.					

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

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

Project Address:

Current Project Financing

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

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

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

Project Address:

Current	Serv	ces	runc	lina

the state of the s						
Service Type	Service Provider Name	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Date

Project Street Address:

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

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

Project Street Address:

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

Management	Total
6320 Management Fee	\$0
"Above the Line" Asset Management Fee	\$0
Total Management Expenses:	\$0
Salaries/Benefits	
6310 Office Salaries	\$0
6330 Manager's Salary	\$0
6723 Employee Benefits: Health Insurance & Disability Insurance	\$0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	\$0

6331	Administrative Rent Free Unit		\$0
	Total Salary/Benefit Expenses:		\$0
0040	Administration		ΦO
	Advertising and Marketing		\$0 ©0
	Office Expenses Office Rent		\$0 \$0
	Legal Expense - Property		\$ 0
	Audit Expense		\$0 \$0
	Bookkeeping/Accounting Services		\$0 \$0
	Bad Debts		\$0 \$0
	Miscellaneous Administrative Expenses		\$0
0000	Total Administrative Expenses:		\$0
			- + -
	Utilities		
6450	Electricity		\$0
6451	Water		\$0
6452	Gas		\$0
6453	Sewer		\$0
	Total Utilities Expenses:		\$0
	T 111		
6710	Taxes and Licenses Real Estate Taxes		¢۸
	Payroll taxes		\$0 \$0
	Miscellaneous Taxes, Licenses, and Permits		\$0 \$0
0730	Total Taxes and Licenses Expenses:		\$0
	- Total Taxoo and 210011000 2xpon10001		Ψυ
	Insurance		
6720	Property and Liability Insurance		\$0
6721	Fidelity Bond Insurance		\$0
6722	Workers' Compensation		\$0
6724	Directors & Officers Liabilities Insurance		\$0
	Total Insurance Expenses:		\$0
Project St	reet Address:		
	Schedule of Operating Expenses		
	For the Year Ended January 0, 1900		
0540	Maintenance and Repairs	Total	Φ0
	Payroll		\$0 ©0
	Supplies		\$0 ©0
	Contracts Corbogo and Trach Removal		\$0 \$0
	Garbage and Trash Removal		\$0 \$0
	Security Payroll/Contract		\$0 \$0
	HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs		\$0 \$0
	Miscellaneous Operating and Maintenance Expenses		\$0 \$0
0590	Total Maintenance and Repairs Expenses:		\$0
			Ψυ

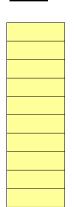
6900 Supportive Services	\$0
Capital and Non-Capital Expenditures to be Reimbursed from Replacement Reserve	\$0
Total Operating Expenses:	\$0
Financial Expenses Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if ap 6820 Interest on Mortgage (or Bonds) Payable 6825 Interest on Other Mortgages 6830 Interest on Notes Payable (Long Term) 6840 Interest on Notes Payable (Short Term) 6850 Mortgage Insurance Premium/Service Charge 6890 Miscellaneous Financial Expenses Total Financial Expenses:	oplicable.
Total Cost of Operations before Depreciation: Operating Profit (Loss):	\$0 \$0
Depreciation & Amortization Expenses Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if ap 6600 Depreciation Expense 6610 Amortization Expense Operating Profit (Loss) after Depreciation & Amortization:	
Net Entity Expenses	
the right. 7190 7190 7190 7190 7190 7190 7190 719	
Total Net Entity Expenses:	\$0
3250 Change in Total Net Assets from Operations (Net Loss) Amount computed in cell E139 should match audited financial statements	\$0 ent.

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

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

Distribution of Surplus Cash Ahead of Residual Receipts Payments

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



Total Cash Available for Residual Receipts Distribution:	\$0

Total

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

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

Project Street Address:

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

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

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

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

Reporting Start Date: 1/0/00 Project Address:

Reporting End Date: 1/0/00

Submission Instructions:

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

The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions. Please confer with legal counsel and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Worksheet 1A. Pro	operty & Residents	INCOMPLETE
	Questions 1 thru 4	incomplete
	Questions 5 thru 24	incomplete
	Questions 25 thru 39	incomplete
	Questions 40 thru 46 Questions 51 thru 57	incomplete
	Questions 51 thru 57	incomplete
Worksheet 1B, Tra	ansitional Programs	To Be Determined
	Questions 1 thru 11	To Be Determined
	Questions 12 thru 18	To Be Determined
	Questions 19 thru 39	To Be Determined
Worksheet 1C. Ev	intion Data	To Be Determined
WOIKSHEEL IC. EV	iction Data	To be betermined
	Question 1	To Be Determined
	Questions 2 thru 21	To Be Determined
	Questions 22 thru 41	To Be Determined
	Questions 42 thru 61	To Be Determined
Worksheet 2. Fisc	al Antivity	INCOMPLETE
Worksneet 2. FISC		
	Rental Income - Housing Unit GPTR Vacancy Loss - Housing Units	incomplete incomplete
	Operating Expenses	incomplete
	Surplus Cash/Residual Receipts (Rows 140 - 174)	incomplete
	Operating Reserve (Rows 177 - 187)	incomplete
	Replacement Reserve (Rows 189 - 197)	incomplete
	Changes to Real Estate Assets (Rows 202 - 207) Replacement Reserve Eligible Expenditures (Rows 210 - 229)	incomplete incomplete
		meomplete
		ОК
	Program Income (Rows 240 - 245)	ок
Worksheet 3A. Oc	cupancy & Rent Info	INCOMPLETE
Worksheet 3A. Oc		
Worksheet 3A. Oc	cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in	INCOMPLETE
Worksheet 3A. Oc	cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in	INCOMPLETE To Be Determined
	cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in all of the required cells? Narrative Provided for All rows indicating Overhoused or Overcrowded?	INCOMPLETE To Be Determined To Be Determined
	Cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in all of the required cells?	INCOMPLETE To Be Determined To Be Determined To Be Determined
	Cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in all of the required cells? Narrative Provided for All rows indicating Overhoused or Overcrowded? mographic Information Is Gender and Sexual Orientation/Identity selected for each household?	To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined
Worksheet 3B. De	cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in all of the required cells? Narrative Provided for All rows indicating Overhoused or Overcrowded? mographic Information Is Gender and Sexual Orientation/Identity selected for each household?	To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined
Worksheet 3B. De	cupancy & Rent Info Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B? For each row for which a Unit Number is supplied, was data entered in all of the required cells? Narrative Provided for All rows indicating Overhoused or Overcrowded? mographic Information Is Gender and Sexual Orientation/Identity selected for each household? ative	INCOMPLETE To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined To Be Determined
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EXHIBIT H

Tenant Selection Plan Policy

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

Application Process

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

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

- **Problems with the Referring Agency**. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider will immediately contact the referring agency, if possible, and the funding agency, DPH or HSA.
- <u>Limited English Proficiency Policy.</u> Throughout the application process, the housing provider will comply with City policy for language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

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

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

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

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

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

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

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

Notice of Denial and Appeal Process

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

EXHIBIT I

Tenant Screening Criteria Policy

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

Screening Criteria

- Housing providers will not automatically bar applicants who have a criminal record² in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers will not consider:
 - o arrests that did not result in convictions, except for an open arrest warrant;
 - o convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;³
 - o juvenile adjudications.
- Housing providers will consider:
 - o the individual circumstances of each applicant; and
 - o the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 7 years, except in exceptional situations, which will be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity.
 - o mitigating factors, including, but not limited to:
 - (1) the seriousness of the offense;
 - (2) the age and/or circumstances of the applicant at the time of the offense;
 - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;

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

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

- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.

EXHIBIT J

Developer Fee Policy

Mayor's Office of Housing and Community Development Policy on Development Fees For Tax Credit Projects Effective October 16, 2020

This MOHCD Policy on Development Fees for Tax Credit Projects applies to all developments seeking City funding in conjunction with new Tax Credit financing for the current project, including recapitalization projects with existing MOHCD loans. This does not apply to non-Tax Credit projects such as Small Sites Program (SSP) projects, which are subject to the SSP Program Guidelines. It also does not apply to HOPE SF or RAD projects, which are subject to separate developer fee policies.

Developers may include fees in their project budgets according to the terms below.

- **I. MINIMUM FEES:** 5% of total development costs.
- **II. MAXIMUM FEES:** Notwithstanding any other section of this Policy, the maximum Total Fee that may be included in basis is the Tax Credit limit (currently 15% of Eligible Basis) subject to the additional limitations identified below.

A. <u>Total Development Fee</u>

("Total Fee") for different project types are further detailed below, and reflect the sum of the Cash-Out Fee (Base, Additional, and Deferred) and Non Cash-Out Fee (Deferred and General Partner Equity Contribution).

B. Fee Components

1. Cash-Out Fee (Base and Additional)

	9% Project -		
	Maximum	4% Project - Maximum	
Project Type	Cash-Out Fee	Cash-Out Fee	Notes
New Construction	TCAC Maximum	The lesser of TCAC Maximum or \$2,200,000 (Base) + \$10,000 per unit over 100 units (Additional), if additional cash-out requires no additional MOHCD gap funding.	
Newly Acquired and Substantially Rehabilitated (Per unit Hard Cost >= \$75,000)	TCAC Maximum	Same as new construction fee.	-Hard Cost is defined as "Total Construction Costs" summed in the MOHCD Application in cell K37, Tab 4b-PermS&U.
Substantial Rehabilitation (Per unit Hard Cost >=\$75,000) by Existing or Affiliate GP Includes New City Funds or Re-structured City Debt	50% TCAC Maximum	The lesser of TCAC maximum or \$1,100,000 (Base) + \$10,000 per unit over 100 units (Additional), if additional cash-out requires no additional MOHCD gap funding.	-Sponsor may take the allowable fee for Newly Acquired and Rehabilitated projects described above if 1) in the project's original syndication, sponsor did not take the maximum allowable developer fee; or 2) sponsor adds new affordable units to the project.

			-Hard Cost is defined as "Total Construction Costs" summed in the MOHCD Application in cell K37, Tab 4b-PermS&U. -Sponsor cash out permissible only per MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, and Refinancing Policy.
Recapitalization, acquisition, or transfer with less than \$75,000 Per unit hard cost capital improvements	No Foo	No Foo	-Hard Cost is defined as "Total Construction Costs" summed in the MOHCD Application in cell K37, Tab 4b-PermS&U. -Sponsor cash out permissible only per MOHCD Cash Out Acquisition/Rehabilitation, Resyndication, and Refinancing Policy.
	No Fee	No Fee	

- a. A note about Cash-Out Additional Fee: If Eligible Basis is less than Threshold Basis, projects over 100 units may take up to \$10,000 per unit over 100 as cash-out fee, but only if such cash payment does not require additional gap funding from MOHCD (see MOHCD Application, Tab 8-DevFeeCalc, for calculation).
- 2. <u>Cash-Out Fee (Deferred)</u>: If Eligible Basis is less than Threshold Basis, Developers may include a Cash-Out Deferred Fee component in the Total Fee up to the aggregate of 50% of surplus cash flow taken over the project's first 15 years of operation (after typical payments of base ground rent, the general partner management fee, and investor asset management fee, if applicable). Cash-Out Deferred Fee is shown as both a source and a use of funds in the capital budget. Developers may use industry standard inflators of income and expenses to calculate Cash-Out Deferred Fee.
 - a. Distributions of surplus cash as Deferred Fee are in lieu of (not in addition to) the typical 33.3% distribution of surplus cash to the Sponsor. At Year 15 of operations, or earlier if the Deferred Fee is fully repaid before then, a surplus cash distribution shall commence at 33.3% of surplus cash (after typical payments of base ground rent, the general partner management fee, and investor asset management fee, if applicable).
 - b. For projects supported by the Local Operating Subsidy Program, Cash-Out Deferred Fee must be taken over a minimum time period of 5 years.
- 3. Non-Cash Out Fee (Deferred and General Partner Equity Contribution): Where Eligible Basis is less than Threshold Basis, Developers should include in Total Fee the maximum amount available for re-contribution as General Partner Equity or as Non-Cash Out Deferred Fee. It is

MOHCD's intent to use Deferred Fee and General Partner Equity Contribution up to 15% of Eligible Basis to reduce MOHCD's overall contribution to projects, so that MOHCD may invest its funds in the most projects possible. MOHCD will work with developers, lenders, and investors to ensure that the developer fee structure meets MOHCD financing goals and feasibility considerations.

4. Commercial Developer Fee is not addressed in this Policy. Please see MOHCD's Commercial Underwriting Guidelines for information regarding development fees associated with Commercial, Community Serving Commercial, and Public Benefit Use spaces.

III. FEE DISTRIBUTION: The Cash-Out Base Fee shall be divided equally between "Project Management Fee" and "At-Risk Fee" (subject to the "At-Risk Fee Adjustment" described below). Any Cash-Out Additional Fee will be distributed as At-Risk Fee. Cash-Out Fees (Base and Additional) shall be distributed according to achievement of certain development milestones, as follows:

Example below assumes Base Fee is \$2.2 M and Additional Fee is \$300,000.

% of Fee **Project Management Milestone** Distributed **Fee Amount** Acquisition, if applicable, or predevelopment loan closing (or another agreed-upon milestone if acquisition is not applicable, e.g. being awarded a City-owned site through a RFQ/RFP process)* 15% \$165,000 During Predevelopment with no more than 50% of the total Project Management Fee to be disbursed prior to construction closing* 35% \$385,000 At Construction Closing 20% \$220,000 During Construction (disbursed upon request depending on % of construction completion) or at Completion of Construction 20% \$220,000 Project Close-Out: Placed-In-Service application; 100% lease-up; City approval of sponsor's project completion report and documents; and City acceptance of final cost certification. 10% \$110,000 TOTAL PROJECT MANAGEMENT FEE 100% \$1,100,000

^{*}Joint Venture development team partners must split all Fee during the pre-development period 50%-50%. This helps ensure the new or emerging partner has access to Fee upfront to support their participation in the project and their capacity building.

	% of Fee	
At-Risk Fee Milestone	Distributed	Fee Amount
Qualified Occupancy (95% Leased up		
and Draft Cost Certification Audit)		
	20%	\$280,000
Permanent Loan Closing/Conversion		
(Final Cost Certification Audit)		
	50%	\$700,000
Project Close-Out: Placed-In-Service		
application; 100% lease-up; City		
approval of sponsor's project		
completion report and documents; and		
City acceptance of final cost		
certification.	30%	\$420,000
TOTAL AT-RISK FEE	100%	\$1,400,000

A. At-Risk Fee Adjustment

When outside funding sources limit the Cash Out Fee to a value less than allowed under this Policy (e.g., California's Department of Housing and Community Development), the Developer may still be paid a maximum of \$1.1M as a Project Management Fee and the At-Risk Fee shall be reduced to bring the total Cash-Out Fee (Base and Additional) in line with the outside funding source cap.

IV. WAIVERS OF THE DEVELOPER FEE POLICY

The Citywide Affordable Housing Loan Committee may approve a waiver or modification of any portion of this Policy for the purpose of assuring project feasibility. All recommendations related to this Policy are subject to the Mayor's approval in his or her sole discretion.

V. CDBG or HOME REQUIREMENTS

If MOHCD uses CDBG or HOME funds to pay the development fee, it is considered "program income", and, should MOHCD request it, the Sponsor must provide a report to MOHCD on its use of developer fees.

Recipients of CDBG administrative funding may not also receive a Project Management Fee for the same project covering the same time period.

VI. POLICY IMPLEMENTATION

This Policy applies to any development that has not received its gap financing commitment or debt restructuring approval from MOHCD by the effective date of the Policy.

EXHIBIT K

Hold Harmless Policy

Mayor's Office of Housing and Community Development

City and County of San Francisco



London N. BreedMayor

Kate Hartley
Director

Hold Harmless Policy for MOHCD's Income Limits & Maximum Rents Effective: 5/3/2019 (update to the initial policy that was effective 2/19/2016)

Background

Every year, the United States Department of Housing and Urban Development ("HUD") publishes area median income ("AMI") data for jurisdictions across the United States. The City and County of San Francisco, acting through its Mayor's Office of Housing and Community Development ("MOHCD"), is a part of the San Francisco HUD Metropolitan Fair Market Rent Area ("SF HMFA"), which contains San Francisco, San Mateo and Marin County. MOHCD uses HUD's unadjusted AMI for SF HMFA as opposed to adjusted AMI, which is inflated to reflect high cost factors, to establish the income limits, maximum rents and sales prices that apply to affordable housing projects and programs regulated by MOHCD.

In 2016, MOHCD established a Hold Harmless Policy which stated that in any year when AMI decreased, MOHCD would maintain the income limits, maximum rents and sales prices at the previous year's levels in order to protect the operational integrity of affordable and inclusionary housing developments.

Purpose

This update to the Hold Harmless Policy (this "Policy") adds a limit to annual increases to income limits, maximum rents and sales prices published by MOHCD in order to mitigate the significant financial burden on low- and moderate-income tenants and homebuyers during periods of high escalation of AMI in San Francisco.

This Policy establishes the following:

- Limit annual increases to income limits, maximum rents, and sale prices to a maximum of 4%i
- Uphold the current policy of maintaining income limits, maximum rents and sales prices at the previous year's levels in years when AMI, as published by HUD, has decreased.

This Policy is intended to limit harm by:

- 1. Protecting tenants from displacement due to annual rent increases that would cause a significant financial burden; and
- 2. Protecting the operational integrity of housing developments so that owners are able to cover operating costs that typically increase annually, even when AMI decreases; and

3. Ensuring that San Francisco's low-, moderate- and middle-income workforce retain access to homeownership opportunities.

Hold Harmless Limits

For the purpose of this Policy:

"HUD SF AMI" means the maximum income by household size, maximum rent by unit type, and maximum sales prices as published annually by MOHCD, derived from the median income determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as "Unadjusted Median Income".

"MOHCD AMI" means the maximum income by household size, maximum rent by unit type, and maximum sales prices as published annually by MOHCD under this Policy.

"Housing Provider" means any person or entity that owns a multi-family property that is restricted for the purpose of affordable housing and/or subject to MOHCD administration, regulations, or policies.

<u>Limited Increases</u>: Annual increases to MOHCD AMI shall be limited to the <u>lesser of</u>: (1) the percentage amount necessary to adjust MOHCD AMI to match the then-current year's HUD SF AMI, or (2) four percent (4%)ⁱ. This Policy limits year-over-year increases to MOHCD AMI to 4% in periods of high HUD SF AMI escalation, while allowing MOHCD AMI to "catch up" to HUD SF AMI during periods when HUD SF AMI grows slowly, is static, or decreases.

<u>Limited Decreases</u>: This update to the Policy does not eliminate the Hold Harmless Policy adopted in 2016. In years when the MOHCD AMI matches the HUD SF AMI, and the subsequent year's HUD SF AMI decreases, MOHCD will maintain the MOHCD AMI from the previous year. If, in subsequent years, HUD SF AMI decreases again, stays flat, or increases to a level that is still lower than before the initial decrease, MOHCD will maintain its published AMI until such time as the HUD SF AMI increases to a level that is greater than the MOHCD AMI.

The application of this Policy may result in the creation of a calculation of MOHCD AMI that is different than the HUD SF AMI. The below chart demonstrates how this Policy would be applied over a hypothetical 6-year period:

	Base Year	Ye	ar 2	Ye	ear 3	Ye	ar 4	Ye	ar 5	Ye	ar 6
	AMI	AMI	% Change	AMI	% Change	AMI	% Change	AMI	% Change	AMI	% Change
HUD SF AMI	100.0	108.0	8.0%	107	-0.9%	111	3.9%	109.0	-2.0%	112.5	3.2%
MOHCD AMI	100.0	104.0	4.0%	107	2.9%	111	3.9%	111	0.0%	112.5	1.2%

Utility Allowances

Notwithstanding anything to the contrary in this Policy, it is important to note that a Housing Provider will be required to lower net rents (i.e. tenant-paid rent) as the result of increases in utility allowances in years when the MOHCD AMI matches the HUD SF AMI, and HUD SF AMI has decreased or remained flat. MOHCD AMI establishes the limits for maximum gross rent (aka "Tier 2 rent" under the City's Inclusionary Housing Manual)," which consists of tenant rent plus utility allowance. If HUD SF AMI decreases or remains flat, and therefore MOHCD AMI remain the same as the previous year, an increase in the utility allowance means that the tenant rent would have to be lowered.

MOHCD Hold Harmless Policy – Update Effective 5/3/2019 Page 3 of 3

Limited Hardship Waiver

MOHCD will consider, in its sole discretion, a waiver of this Policy from a Housing Provider with rental units restricted under contracts (i.e., loan agreement, grant agreement, or other agreement for funding from the City) with MOHCD upon demonstration that: (1) the MOHCD AMI imposes a financial hardship that puts at risk the Housing Provider's ability to cover reasonable operating costs and debt service, (2) existing tenants will not be unreasonably financially burdened by the Housing Provider's proposed rent increases, and (3) the Housing Provider is not in default under any contract with MOHCD. Any waiver from this Policy approved by MOHCD, in its sole discretion, shall apply for only one year. Housing Providers are solely responsible for providing MOHCD with any documentation requested by MOHCD to support a hardship waiver of this Policy.

¹ The application of the 4% increase is made on the amount for the 100% AMI level for a 4-person family. MOHCD continues to using rounding to the nearest \$50 on the calculations for all of the other income levels and household sizes. The use of rounding may create nominal differences in the percentage increases for all of the other max income levels and household sizes, as well as for all of the maximum rents.

EXHIBIT L

Insurance Requirements

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

- 1. <u>Liability Insurance</u>. Borrower will obtain and maintain, or cause its contractors, subcontractors, property managers and/or agents, as appropriate for each, to obtain and maintain, insurance and bonds as follows:
- (a) to the extent Borrower or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;
- (b) commercial general liability insurance, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Borrower is conducting any activity on, alteration or improvement to the Site with risk of explosions, collapse, or underground hazards;
- (c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;
- (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Borrower's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is "Claims made" coverage, Borrower will assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim will be reviewed by Risk Management; and
- (e) a crime policy or fidelity bond covering Borrower's officers and employees against dishonesty with respect to the Funds of no less than Seventy-Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Fifty Thousand Dollars (\$50,000) each loss, including the City as additional obligee or loss payee;
- (f) as applicable, pollution liability and/or asbestos pollution liability covering the work being performed with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This

coverage will be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Borrower's contractor, provided that the policy will be "claims made" coverage and Borrower will require Borrower's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

- 2. <u>Property Insurance</u>. Borrower will maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:
 - (a) During the course of construction:
- (i) Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Borrower or its contractor, including coverage in transit and storage off-site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-project basis; and with a deductible not to exceed One Hundred Thousand Dollars (\$100,000) each loss, including the City and all subcontractors as loss payees.
- (ii) Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Borrower as dual obligees or other completion security approved by the City in its sole discretion.
 - (b) Upon completion of construction:
- (i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Borrower or its contractor. For rehabilitation/construction projects that are unoccupied by residential or commercial tenants, Tenant will obtain Property Insurance by the date that the project receives a Certificate of Substantial Completion.
- (ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Borrower for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

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

- 3. <u>Commercial Space</u>. Borrower will require that all nonresidential tenants' liability insurance policies include Borrower and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Project, Borrower will require commercial tenants to maintain insurance as follows:
- (a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;
- (b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;
- (c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;
- (d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;
- (e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and
- (f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

- (a) Required Endorsements. Borrower's insurance policies will include the following endorsements:
- (i) Commercial General Liability and Commercial Automobile Liability Insurance policies will be endorsed to name as "Additional Insured" the City and County of San Francisco, its officers, agents, and employees.
- (ii) The Workers' Compensation policy(ies) will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Borrower, its employees, agents, contractor(s), and subcontractors.

- (iii) Commercial General Liability and Commercial Automobile Liability Insurance policies will provide that such policies are primary insurance to any other insurance available to the "Additional Insureds," with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (iv) All policies will be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices will be sent to the City address set forth in Section 21.1 of the Agreement.

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

- (b) Certificates of Insurance. By no later than Loan closing and annually thereafter, Borrower will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Borrower's liability under this Agreement.
- (c) Waiver of Subrogation Property Insurance. With respect to any property insurance, Borrower hereby waives all rights of subrogation against the City to the extent of any loss covered by Borrower's insurance, except to the extent subrogation would affect the scope or validity of insurance.
- (d) Claims Based Policies. All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made form, Borrower will maintain coverage as follows:
- (i) for builder's risk, continuously for a period ending no less than three (3) years after recordation of a notice of completion without lapse, to the effect that, if any occurrences give rise to claims made after completion of the Project, then those claims will be covered by the claims-made policies; or
- (ii) for all other insurance under this Exhibit L, continuously through the Compliance Term and, without lapse, for a period of no less than three (3) years beyond the expiration of the Compliance Term, to the effect that, if any occurrences during the Compliance Term give rise to claims made after expiration of the Agreement, then those claims will be covered by the claims-made policies.

(e) Additional Requirements.

(i) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or

legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.

- (ii) Any and all insurance policies required under this Exhibit L will contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.
- (iii) On City's request, Borrower and City will periodically review the limits and types of insurance carried under this Exhibit L. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Borrower for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Borrower to conform to the general commercial practice, unless Borrower demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Borrower.
- (iv) Borrower's compliance with the insurance requirements under this Exhibit L will in no way relieve or decrease Borrower's indemnification obligations under this Agreement or any of Borrower's other obligations under this Agreement.

Exhibit M NPLH Requirements

VII. ADDENDUM 1: KEY REQUIREMENTS OF NO PLACE LIKE HOME PROGRAM

For supportive housing funded by the State of California's No Place Like Home Program, MOHCD has developed this addendum to summarize key requirements of the NPLH Program. Sponsors of NPLH-funded supportive housing must comply with all relevant requirements of the NPLH Program Guidelines. The full program guidelines are available at the State of California Housing and Community Development Department's website: http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml#guidelines.

The goal of MOHCD's NPLH Program is to facilitate acquisition, design, construction, rehabilitation, and preservation of affordable multifamily rental housing for persons with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness. Qualifying multifamily structures must collectively contain five or more units and shall consist of scattered site housing and multifamily affordable developments. Shared housing is not an eligible development under MOHCD's guidelines.

Please disregard provisions of the HCD NPLH Program Guidelines in Article III, related to the Capitalized Operating Subsidy Reserve (COSR) and transition reserve requirements, as these are superseded by MOHCD's own guidelines found in the LOSP Policies and Procedures.

Eligible Uses of Funds. MOHCD will evaluate each qualified multifamily project for suitability for NPLH funding. Awarding NPLH funding is conditional on acceptance or eligibility for available state funding. The total amount of funds to be awarded to NPLH-assisted units shall not exceed the costs associated with assisted units. To determine these costs, the cost allocation rules from the State of California's Multifamily Housing Program Regulations (25 California Code of Regulations, Section 7304(c)) that govern eligible uses of funds shall apply.

http://www.hcd.ca.gov/grants-funding/already-have-funding/uniform-multifamily-regulations/docs/MHPandSHRegs5_14_05.pdf

Selection Criteria. MOHCD will evaluate the site's eligibility for NPLH funding utilizing the following criteria identified in the HCD NPLH Guidelines (section 301(a) 4-8 and 13-14), including, but not limited to:

- Suitability of each location for the NPLH residents, including proximity to transportation, services, and other amenities in a manner that ensures integration of the NPLH residents in the community;
- The Project site must be free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove and that cannot be mitigated.
- All units must be on a permanent foundation and must meet all applicable State and local
 requirements pertaining to rental housing, including but not limited to, requirements for
 minimum square footage, and requirements related to maintaining the property in a safe and
 sanitary condition.

- Readiness to proceed to construction;
- Capital, operating subsidy, and supportive services leverage;
- Compliance with applicable state and federal relocation laws including California Government Code Section 7260 et seq., and 25 CCR Section 6000 et seq.; and
- Compliance with Article XXXIV Section 1 of the California Constitution, as clarified by Public Housing Election Implementation Law (H&S Code Section 37000 et seq.).

Experience. MOHCD will evaluate the experience of the project team including the development sponsor, property manager, and lead service provider to ensure that the following minimum experience requirements are met:

- (1) Development and ownership of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the NPLH target population
- (2) Property management operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the NPLH target population
- (3) Lead services provider, which may be the County, shall have three or more years of experience serving persons who qualify as members of the NPLH target population. If this experience does not include experience serving persons in supportive housing, it must include experience helping persons address barriers to housing stability or providing other support services related to housing retention (from Section 202 (e) that details Project Threshold Requirements)

Integration. Proposed projects must demonstrate integration of the NPLH target population with the general public. In order to demonstrate compliance with this requirement, following conditions must be met:

- (1) Assisted units must be integrated with other units in the project and not separated onto separate floors or areas in the building
- (2) To promote integration of the target population with other project tenants, in projects of greater than 20 units, MOHCD will fund no more than 49 percent of the project's total units as NPLH assisted units. This limitation shall not be interpreted to preclude occupancy of any project units by persons with disabilities, or restrictions by other funding sources, including but not limited to TCAC, that result in more than 49 percent of the total project units being restricted to persons with disabilities
- (3) Sponsors must certify that they will facilitate or provide regular community building activities and architectural design features that promote tenant interaction, as feasible depending on the scope of the construction or rehabilitation activity
- (4) The service plan and property management plan submitted with the funding application must document policies that promote participation by tenants in community activities, and impose no restrictions on guests that are not otherwise required by other project funding sources or would not be common in other unsubsidized rental housing in the community. (from Section 202 (g))

A. Uses and Terms of NPLH Program Assistance (from Section 302 of NPLH Program Guidelines)

MOHCD will allocate NPLH funds to finance capital costs of supportive housing development including but not limited to acquisition, design, construction, rehabilitation, or preservation of affordable multifamily rental housing. (from Section 302 (a))

MOHCD will not allocate NPLH funds to capitalize operating subsidy reserves for assisted units. (from Section 302 (b))

NPLH funds may be provided as predevelopment, construction, or post-construction permanent financing. If funding is used as predevelopment or construction financing, NPLH funding must convert to post construction permanent financing. (from Section 302 (d))

NPLH allocations to multifamily rental housing of five of more units shall be provided in the form of a deferred payment loan that shall have an initial affordability period of 55 years or longer commencing on the date of recordation of the NPLH regulatory agreement. (Section 302 (e)) The loan may bear a zero percent interest rate. Any interest payment, loan repayments, or other return of funds must be returned to the State Department of Housing and Community Development pursuant to Welfare and Institutions Code Section 5849.4 (b) that governs the NPLH Program. (from Section 302 (e))

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=5849.
4 (included as reference only)

Program funds shall be secured by the project's real property and improvements, and subject only to liens, encumbrances and other matters of record approved by MOHCD. (from Section 302 (f))

MOHCD may charge reasonable and customary annual monitoring feeds to be used in conjunction with administration funds for compliance monitoring required under Section 311 of the NPLH Program Guidelines during the applicable period of affordability set forth in Section 302, paragraph (e). These fees must be based upon the average actual cost of performing the monitoring of the assisted units. The basis for determining the amount of the fee must be documented and the fee must be included in the costs of the project as part of the project underwriting analysis. (from Section 302 (g)). Currently, MOHCD has opted not to charge a separate NPLH monitoring fee. Any changes to this policy would be made to these Underwriting Guidelines.

NPLH funds not committed to projects within 24 months of award by the State Department of Housing and Community Development shall be returned to the State, and such funds shall be made available for award to applicants as part of the State's Competitive Allocations. Evidence of committed funds may include award letters, commitment letters, or other written agreements evidencing a commitment of funds. (from Section 302 (h))

B. Occupancy, Income and Rent Limit Requirements (from Section 303 of NPLH Program Guidelines)

Occupancy of all NPLH assisted units shall be restricted to households with at least one member who qualifies as a member of the target population. (from Section 303 (a)) The NPLH target population includes adults or older adults with a serious mental disorder or children or adolescents with serious emotional disturbance who are homeless, chronically homeless, or at-risk of chronic homelessness. This

includes persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders. (from the State's Welfare and Institutions Code Section 5600.3 (a) and (b) that governs the Mental Health Services Act Program and the target population for the MHSA Program)

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=5600.3.&lawCode=WIC

Total household income at the time of move-in shall not exceed 30 percent AMI limit as published by the State Department of Housing and Community Development. (from Section 303 (a))

Income determination shall be made in accordance with the requirements in the State of California's Multifamily Housing Program Regulations that govern the calculation of gross income and net income for eligible households for assisted units (25 California Code of Regulations, Section 6914 and 25 CCR, Section 6916) (from Section 303 (b))

For assisted units, if at the time of recertification, a tenant household's income exceeds the 30 percent AMI level and this increase is based solely on the current SSI/SSP payment rate or cost of living adjustment, the household rent shall not exceed 30 percent of household income. These units shall continue to be designated as assisted units. (from Section 303 (c))

For assisted units, if at the time of recertification, a tenant household's income exceeds the 30 percent AMI level and this increase is based on factors other than or in addition to the current SSI/SSP payment rate or cost of living adjustment, to the extent a rent increase for the household is permitted by statutes and regulations governing the project's other financing sources, the sponsor:

- (1) Shall redesignate the tenant's unit as a unit at the higher income level, provided that there are non-assisted units restricted at the higher income level. These units shall not be designated as NPLH assisted units.
- (2) Shall increase the tenant's rent to the level applicable to units at the higher income level; and
- (3) Shall designate the next available comparable non-assisted unit as an assisted unit by the income level originally applicable to the household unit the unit mix required by the program regulatory agreement is achieved.
- (4) If all of the project units are assisted units, that project can continue with the over-income unit until such time as the over-income household(s) no longer reside in the project.
- (5) A unit shall be deemed comparable if it has the same number of bedrooms and reasonably similar square footage as the original unit. (from Section 303 (d))

For assisted units, if at the time of recertification, a tenant household's income exceeds the income limit designated for the household's unit, but does not exceed the limit for a higher income level applicable to new NPH tenants, the sponsor may increase the household's rent to an amount not exceeding the closest rent limit applicable to the household's income level at the time of recertification. (from Section 303 (e))

Projects shall maintain documentation of tenant eligibility consistent in all of the following ways, as applicable:

(1) Documentation of an adult or older adult with a serious mental disorder or a child or adolescent with a serious emotional disturbance, as provided by a qualified mental health worker in

- accordance with the requirements of WIC Section 5600.3 (from the State's Welfare and Institutions Code Section 5600.3 that governs the Mental Health Services Act Program and the target population for the MHSA Program)
- (2) Documentation of a person's status as homeless or chronically homeless as defined in Section 101 of the NPLH Program Guidelines and established through the local coordinated entry system or atrisk of chronic homelessness as defined in Section 101 of the NPLH Program Guidelines and established through the local coordinated entry system or other procedures for determining qualification
- (3) In no event shall a person be required to be a client of San Francisco County's behavioral health department or a recipient of mental health or other services in order to qualify for or remain in an assisted unit (from Section 303 (f))

These occupancy, income and rent limit requirements shall apply for the full term of the NPLH program loan (from Section 303 (g))

C. Underwriting Standards and Other Requirements (from Section 304 of NPLH Program Guidelines)

All assisted units shall have rents restricted to 30 percent AMI or below as specified in the project regulatory agreement with MOHCD, except as otherwise permitted in the above Occupancy, Income and Rent Limit Requirements (detailed in Section 303 (c) of NPLH Program Guidelines) (from 304 (a)).

Rent levels shall be expressed in five percent increments as a percentage of SMI (from 304 (b)).

Before committing funds to project, MOHCD must evaluate the project in accordance with underwriting standards it has chosen to use for this program. These standards must consider at a minimum, such things as: reasonableness of projected construction and operating expenses, income and expense escalators, vacancy rate assumptions, debt coverage ratio, operating reserves, replacement reserves, budgeted construction contingency, limits on development costs, developer fees, asset management and partnership fees, and use of operating cash flow (from 304 (c)).

The maximum amount of assistance per assisted unit shall take into account the number of bedrooms per unit or other measures of unit size, as well as the level of affordability provided per unit, with more affordable units being provided more subsidy (from Section 304 (d)).

The total amount of program assistance to a project shall not exceed the eligible costs associated with assisted units in accordable with a methodology that allocates costs among the assisted and non-assisted units in reasonable proportion to their anticipated share of costs (from Section 304 (e)). The total amount of NPLH funds per site will be determined at the sole determination of MOHCD, subject to funding availability and HCD limitations on State funds stacking, and in no case higher than the gap between the cost to build and the other available subsidies.

California Labor Code Section 1720 et seq. requires payment of prevailing wages for certain developments paid for in whole or in part from any public funding source, and exempts other developments from this requirement. All funds provided under this program are public funds within the meaning of these Labor Code sections. Program funding for a portion of a project shall not necessarily, in and of itself, be considered public funding of the entire project. MOHCD shall be responsible for determining on a case-by-case basis, the extent of the applicability of state prevailing wage law to each individual project. (from Section 304 (f)).

http://leginfo.legislature.ca.gov/faces/codes displaySection.xhtml?lawCode=LAB§ionNum=1720.

Projects of five or more units must meet the accessibility requirements specified in the California Tax Credit Allocation Committee regulations, as may be amended and renumbered from time to time, including those of Section 10325(f)(7)(K) and, for senior projects, those of Section 10325(g)(2)(B) and (C), or a higher standard if required by MOHCD. Exemption requests, as provided for in the TCAC regulations, must be approved by MOHCD. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with Section 10337(b)(2) of the TCAC regulations, or a higher standard if required by MOHCD. All projects must also ensure that any other applicable federal, state, and local accessibility requirements are met. (from Section 304 (g)).

https://www.treasurer.ca.gov/ctcac/programreg/2018/20180516/clean.pdf (CCR governing CTCAC regulations)

Projects shall have a transition reserve (further described in the LOSP Policies and Procedures) in an amount established by the MOHCD in the event that any project-based rental assistance is not renewed and the project cannot secure other rental or operating subsidies to continue without immediately raising rents on the assisted units.

- (1) If rent increases on the assisted units are necessary after exhausting all transition reserve funds such increases shall only be permitted to the minimum extent required for financial feasibility, as determined by MOHCD. In addition, rents on assisted units shall not, in any event, be increased to an amount in excess of 30 percent of 50 percent of AMI, adjusted by number of bedrooms.
- (2) MOHCD shall notify the State Department of Housing and Community Development at least 12 months in advance of any rent increase on the assisted units due to exhaustion of the transition reserve
- (3) If rent increases on the assisted units are necessary due to loss of rental or operating assistance, if it is determined that NPLH tenants will need to move after exhausting all transition reserve funds, a transition plan shall be implemented to identify other permanent housing options that may be more affordable to NPLH tenants who cannot afford the increased rent, and to assist those persons in accessing other available housing. Funds from the transition reserve may be used for these expenses. (from Section 304 (h))

D. Operating Budget Requirements

MOHCD shall review annually proposed annual operating budgets of funded projects to ensure that budget line items, including any proposed rent increases, are reasonable and necessary in light of costs for comparable permanent supportive housing projects and prior year budgets (from Section 306).

E. Supportive Services Requirements

Each application selected for funding must include a project-specific supportive services plan developed by the county in partnership with the project sponsor, supportive service providers, and the property manager. (from Section 203 (a))

The property management staff and service providers must make participation in supportive services by NPLH tenants voluntary. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety. The supportive services plan must describe the services to be made available to NPLH tenants in a manner that is voluntary, flexible and individualized, so NPLH tenants may continue to engage with supportive services providers, even as the intensity of services needed may change. Adaptability in the level of services should support tenant engagement and housing retention. (from Section 203 (b))

The following supportive services shall be made available to NPLH tenants based on tenant need. Available mental health services shall be provided directly by the County or through a subcontracted lead service provider. The County or the County's lead service provider for the Project shall coordinate the provision of or referral to services needed by individual tenants, including but not limited to substance use treatment services, for a minimum of 20 years. Except as otherwise noted below, the following required services can be provided onsite at the project or offsite at another location easily accessible to tenants:

- (1) Case management;
- (2) Peer support activities;
- (3) Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - (4) Substance use services, such as treatment, relapse prevention, and peer support groups;
 - (5) Support in linking to physical health care, including access to routine and preventive health and dental care, medication management, and wellness services;
 - (6) Benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal; and
 - (7) Basic housing retention skills (such as Unit maintenance and upkeep, cooking, laundry, and money management). (from Section 203 (c))

The following additional information shall be provided in the supportive services plan:

- (1) Description of the Target Population to be served, and identification of any additional subpopulation target or occupancy preference for the NPLH Project that the Applicant wishes to undertake beyond what is permitted under the Target Population requirements. Any additional subpopulation targeting or occupancy preference for NPLH Project must be approved by the Department prior to construction loan closing and must be consistent with federal and state fair housing requirements;
- (2) Description of tenant outreach, engagement and retention strategies to be used;
- (3) Description of each service to be offered, how frequently each service will be offered or provided depending on the nature of the service, who is anticipated to be providing the services and the location and general hours of availability of the services;
- (4) For services provided off-site, the plan must describe what public or private transportation options will be available to NPLH tenants in order to provide them reasonable access to these services. Reasonable access is access that does not require walking more than ½ mile.
- (5) Description of how the supportive services are culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. This includes explaining how services will be provided to NPLH tenants who do not speak English, or have other communication barriers, including sensory disabilities, and how communication among the services providers, the property manager and these tenants will be facilitated;

- (6) Estimated itemized budget, and sources of funding for services;
- (7) Description of how the supportive services staff and property management staff will work together to prevent evictions, to adopt and ensure compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies from rent-up to ongoing operations of the Project;
- (8) General service provider and property manager communication protocols;
- (9) Description of how the physical design of the Project fosters tenant engagement, onsite supportive services provision, safety and security, and sustainability of furnishings, equipment, and fixtures; and (10) Other information needed by the Department to evaluate the supportive services to be offered consistent with the Program. (from Section 203 (e))

Copies of draft written agreements or memoranda of understanding (MOUs) must be provided which identify the roles and responsibilities of the County, the project owner, other service providers, and the property manager. Specific organizations do not need to be identified unless those organizations are used to satisfy the experience requirements required to submit an application under NPLH Project Threshold Requirements. The draft written agreements or MOUs must be materially consistent with the information set forth in the supportive services plan. (from Section 203 (f))

MOHCD may request that any necessary updates to the supportive services plan or related documents, including fully executed written agreements between the County, service providers, the Project owner, and the property manager, be provided prior to the beginning of the initial rent-up period or prior to permanent loan closing. (from Section 203 (g))

F. Tenant Selection, Rental Agreements and Grievance Procedure Requirements

Chronically homeless and homeless persons shall be referred to NPLH assisted units through the local coordinated entry system (from Section 307 (a)).

If San Francisco's coordinated entry system cannot refer persons at-risk of chronic homelessness, the County will first prioritize chronically homeless and homeless persons through the local coordinated entry system. Then, San Francisco will develop an alternate system to prioritize those with the greatest need who are at-risk of chronic homelessness for NPLH assisted units. (from Section 307 (b))

Projects utilizing MOHCD's Noncompetitive Allocation of NPLH funding shall first prioritize homeless individuals with a serious mental illness and then individuals at-risk of chronic homelessness with a serious mental illness. (from Section 307 (c))

MOHCD shall have reasonable standards for project rental agreements, property management plans, and tenant grievance procedures to ensure compliance with the State's Housing First requirements (from the State's Welfare and Institutions Code Section 8255(b) that detail the core components of Housing First), and compliance with basic tenant protections established under federal, state and local law. (from Section 307 (d))

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=8.&title=&part=&chapter=6.5.&article=

Tenants shall be accepted regardless of sobriety, participation in services or treatment, history of incarceration, credit, or history of eviction in accordance with practices permitted pursuant to the

State's Welfare and Institutions Code Section 8255 that details core components of Housing First, or other federal or state project funding sources. (from Section 307 (e))

G. Reporting Requirements

MOHCD and project owners shall comply with the reporting requirements listed in the NPLH Program Guidelines Section 214, except for subsections (a) and (b). (from Section 309 (a)) In the event of any conflicting reporting requirements, HCD NPLH Guidelines will prevail. These are listed below for reference:

- On an annual basis, the County shall submit the data elements listed below for each of its NPLH
 Assisted Units. The County shall work with each Project's property manager and lead service
 provider to gather the data. The data may be, but is not required to be, gathered from the local
 Homeless Management Information System (HMIS).
- The data shall be submitted in electronic format on a form provided by the Department of Housing and Community Development. The County, the property manager and the lead service provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data to the Department.
- The data below shall be submitted to the Department no later than September 30 of each year for the previous State fiscal year of activity (July 1-June 30) and shall include all the following information for each Project:

Elements for reporting include:

- (1) Project location, services, and amenities;
- (2) Number of NPLH Assisted Units, total Units assisted by other government programs, and total non-Assisted Units;
- (3) Project occupancy restrictions;
- (4) Number of individuals and households served;
- (5) Homeless status, veteran status as requested in item (12) below, and mental health status. No information on specific mental health diagnoses will be collected; and
- (6) Average Project vacancy rate during the reporting period (12-month average).

For NPLH Units Only:

- (7) Average vacancy rate of NPLH Assisted Units during the reporting period (12-month average);
- (8) Head of Household gender, race, ethnicity, age;
- (9) Income levels of NPLH tenants as a percentage of AMI, (i.e., 10 percent of AMI, 15 percent of AMI, 20 percent of AMI, etc.);
- (10) The percentage of NPLH tenants who have lived in the building less than 12 months, 12 to 24 months, and longer than 24 months;
- (11) The number of tenants who moved into a NPLH Assisted Unit during the reporting period who, prior to Project entry, were (A) Chronically Homeless, (B) Homeless, or (C) At-Risk of Chronic Homelessness, as defined under Section 101 of these Guidelines;
- (12) The number of tenants who served on active duty in the armed forces of the United States (for tenants over age 18);

- (13) The number of tenants who continue to have a Serious Mental Disorder or the number who are Seriously Emotionally Disturbed Children or Adolescents, as defined in Welfare and Institutions Code Section 5600.3;
- (14) Of those who moved in during the reporting period, the number of tenants who were referred from:
 - A. CES and/or;
 - B. The County behavioral health department or a service provider acting on its behalf;
 - C. A State Department of Developmental Services regional center, or
 - D. Another reported source.
- (15) Of those who moved in during the reporting period, the length of time prior to moving in that they reported they were:
 - A. On the streets (including a vehicle or other place not meant for human habitation), or
 - B. In an emergency shelter, safe haven, or transitional or interim housing.
- (16) Of those who moved in during the reporting period, and to the extent the information was available prior to referral to the Project, the number of tenants who had:
 - A. A physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury that:
 - (i) Is expected to be long-continuing or of indefinite duration;
 - (ii) Substantially impedes the individual's ability to live independently; and
 - (iii) Could be improved by the provision of more suitable housing conditions.
 - B. A developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or
 - C. The disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from human immunodeficiency virus (HIV).
- (17) For tenants who exited NPLH Assisted Units during the reporting period:
 - A. The number of tenants who exited during the reporting period to:
 - (i) other permanent housing,
 - (ii) the street, emergency shelter, transitional housing, or safe haven, or
 - (iii) an institutional destination, and the specific institutional destination, if known (including, but not limited to hospitalization or psychiatric hospitalization, residential substance use treatment facility, skilled nursing facility, jail or prison).
- (18) The number of tenants who died during the reporting period.
- (19) For tenants who leased or remained in NPLH Assisted Units during the reporting period:
 - A. Changes in employment income during the reporting period;
 - B. Changes in non-employment cash income during the reporting period; and
 - C. Changes in total cash income during the reporting period.
- Notwithstanding the above requirements, the Department of Housing and Community
 Development may modify the data collected over time to conform to changes in the specific data
 metrics required by HUD through CES, or required by another state or federal agency
- If readily available, counties may also provide aggregate data on: (1) emergency room visits for NPLH tenants before and after move-in; (2) average number of hospital and psychiatric facility admissions and in-patient days before and after move-in; and (3) number of arrests and returns to jail or prison before and after move-in
- Data collected annually will be compiled by the Department of Housing and Community Development and made available on the Department's website

 Where there is a difference between these guidelines and the Department of Housing and Community Development's current reporting requirements, the provisions of these guidelines shall prevail

For each project completed by June 30th of the reporting year, MOHCD shall submit to the State Department of Housing and Community Development a project completion report, no later than September 30th of that year, with evidence acceptable to the State that the project is complete, and that all assisted units in the project are occupied by persons meeting the occupancy, income, rent, and tenant eligibility requirements for the assisted units. This information shall be provided on forms made available by the State. (from Section 309 (b))

The State may extend the deadline for submission of a project completion report, if a project was completed less than 150 days prior to the deadline for submission of the report under the NPLH Program Guidelines Section 213 (e) in order to enable the project to submit occupancy information based on an initial rent-up period not to exceed 120 days. (from Section 309 (c))

H. Monitoring Requirements

MOHCD is responsible for ensuring that NPLH funds are used in accordance with all program requirements and Alternative Process County Program agreements (between the State Department of Housing and Community Development and MOHCD). MOHCD must take appropriate action when performance problems arise. The performance and compliance of each project must be reviewed as set forth in NPLH Program Guidelines Section 311 (b). (paragraph below) MOHCD must have and follow written procedures, and systems, including a system for assessing risk of activities and projects and a system for monitoring projects, to ensure developers, property managers, and service providers are meeting all program requirements. (from Section 311 (a))

To ensure that funded projects are completed, projects are able to meet long-term affordability, and project are meeting other program requirements as set forth in the NPLH Program Guidelines and relevant statutes, MOHCD must meet the following minimum requirements for project monitoring:

- (1) On-site physical inspections of all projects as needed during construction, at project completion, and at least once every three years during the term of the loan;
- (2) Annual review of project operating budgets, audits, or other certified financial statements.
- (3) Annual review of supportive services plans and outcome measures to ensure that the supportive services being offered are the most appropriate and effective for existing NPLH tenants and the NPLH tenants proposed to be served in the NPLH regulatory agreement (from Section 311(b))

EXHIBIT N

Reserved.

EXHIBIT O Commercial Underwriting Guidelines

Mayor's Office of Housing and Community Development Commercial Space Underwriting Guidelines

Effective February 2, 2018

A. Applicability

The following Commercial Space Underwriting Guidelines (Guidelines) are intended to assist applicants for capital financing to prepare financing requests to the Mayor's Office of Housing and Community Development (MOHCD). They apply to new construction projects only. These Guidelines will also be used by MOHCD staff for purposes of evaluating funding requests and presenting them to the Citywide Affordable Housing Loan Committee for consideration. The Loan Committee maintains the right to set final terms and conditions for commitment of funds based on the actual circumstances of each project. MOHCD reserves the right to review and approve any requests for variations to these Guidelines. These Guidelines are subject to change.

B. Goals

- 1. To repay the City for costs related to the development of commercial spaces located within City-funded affordable housing properties.
- 2. To create vibrant neighborhoods, especially for those experiencing displacement of low-income residents, by facilitating the development of commercial space for Public Benefit and Community Serving Commercial Uses.
- To recognize the dynamism and relationship to market conditions in commercial real estate that is not found in affordable housing while also mitigating against the market risk inherent in this dynamism.

C. <u>Definitions</u>

- 1. Affiliated Entity: An entity that is either controlled by the Housing Owner, controls the Housing Owner, or is under common control with Housing Owner. Control, as used in the previous sentence, means the ownership, directly or indirectly, of the right to vote in or direct the ordinary operations of the entity.
- 2. Commercial Space: An entire undifferentiated commercial area for Public Benefit Use, Community Serving Commercial Use, or Commercial Use. If the Project is subdivided, then the Commercial Space would be a condominium or air rights parcel, separate from the Residential Space. It is possible to have more than one Commercial Space in a Project because the developer intends different uses (for example, a space finished to Warm Shell and where use will be Public Benefit Use, while another area is finished to Cold Shell and Commercial Use is intended). A Commercial Space may be demised into more than one Individual Tenant Space as appropriate.
- 3. Commercial Use: A land use, typically retail or other sales and services use, with the sole or chief emphasis on making financial gain and that is not a Public Benefit Use or Community Serving Commercial Use as defined below. Commercial Uses shall not include uses that, in MOHCD's sole discretion, are inconsistent with fostering a stable environment for families and children, including, but not limited to, bars, liquor stores,

tobacco product stores, recreational cannabis shops (medical cannabis dispensaries may be permitted in MOHCD's sole discretion, but only to the extent permitted by funding sources and applicable local, state, and federal law) or other uses that cater exclusively to adults.

- **4. Commercial Entity**: A legal entity, separate from the Housing Owner, who may either master lease the Commercial Space from the Housing Owner or ground lease the Commercial Space directly from the City, as provided in Permitted Legal Structures, below.
- **5. Commercial Project Costs:** The total of all hard and soft costs associated with the development of the Commercial Space.
- **6. Community Serving Commercial Use:** A land use, typically retail or other sales and services use, that provides a direct benefit to the community, e.g. a food market with affordable and healthy produce and other goods, community banking, or other neighborhood serving uses that have a demonstrated benefit to the residents of the Project, as determined by MOHCD in its sole discretion.
- 7. Commercial Space Master Tenant: A Commercial Entity that is an Affiliated Entity and that leases the Commercial Space from the Housing Owner and subleases Individual Tenant Space(s) to Individual Commercial Tenant(s).
- **8.** Housing Owner: The owner of the residential improvements at the Project.
- **9. Cold Shell:** Commercial Space improvements as defined in detail under Item 18.
- **10. Individual Commercial Tenant:** An occupant of Commercial Space rented from the Housing Owner or Commercial Entity (depending on legal structure).
- **11. Individual Tenant Space:** Demised portion of the Commercial Space for lease to an Individual Commercial Tenant.
- 12. Net Commercial Cash Flow: Commercial Operating Income less the Commercial Operating Expenses for a Lease Year (or portion thereof). Commercial Operating Expenses means the reasonable and customary expenses of reasonable operating and routine maintenance and repair expenses incurred by the Housing Owner or Commercial Entity (depending on legal structure) in the operation of the Commercial Space, debt service, and MOHCD-approved reserves. Commercial Operating Income means all income and receipts in any form received by the Housing Owner or Commercial Entity (depending on legal structure) from the operation of the Commercial Space, including rents, fees, deposits, and reimbursements.
- **13. Project**: A mixed-use, multifamily residential and commercial project built with substantial reliance on City funding, which may include one or more subdivided residential condominium/air rights parcels and commercial condominium/air rights parcels.
- **14. Public Benefit Use:** A land use, typically programs or services, that primarily benefits low-income persons, is implemented by one or more 501(c)(3) public benefit

corporations, and has been identified by the City or community as a priority use. Examples include, but are not limited to, childcare centers, adult day health centers, nonprofit office space, public libraries, supportive services for the residents of the affordable housing development, health clinics that serve the local community at no or low cost, arts-related spaces that provide programs, and classes and/or exhibition spaces available to community members at no or low cost.

- **15. Residential Space**: The entire undifferentiated residential area for future demising and occupancy by residential tenants. If the Project is subdivided, then the Residential Space would be a condominium or air rights parcel, separate from the Commercial Space(s).
- **16. Tenant Improvement Allowance:** A budget allowance sized to accommodate the build out of Warm Shell improvements, which MOHCD may approve when the Individual Commercial Tenant/s is unknown at construction loan closing.
- 17. Warm Shell: Commercial Space improvements as defined in detail under Item 18.
- **18.** Detailed definition of Cold Shell and Warm Shell improvements (see next page)

Scope/Trade	Cold Shell	Warm Shell (Cold Shell plus the following) (Note: The cost of Warm Shell improvements should be included in the development budget either as a specific scope of work, if known, or as a Tenant Improvement Allowance, subject to MOHCD approval.)	
Walls/Doors	Exterior/perimeter walls and doors. Exterior/perimeter walls must be finished with gyp and fire taping to Code. No partition walls or doors.	Partition walls and doors to Individual Tenant Space/s. Partition walls, doors and locks for bathrooms based on Individual Commercial Tenants and Code requirements.	
Finish	Exposed concrete slab with rough-in Plumbing, depressed to allow for anticipated use (floor sinks, drains). Temporary ramps for Certificate of Completion, as required.	Finished floor to minimum specification of Individual Commercial Tenant or exposed slab with clearance to install flooring to level landing at door. Wall and ceiling finish, lighting and finish specialties in bathrooms.	
Specialties	Code required signage. Exterior commercial signage program developed and approved by Planning and MOHCD.	Bathroom accessories. Exterior signage design, infrastructure, fabrication and installation.	
Structural	Anchors for drop-ceiling. Anchors must be cast-in slab 4' on center in each direction. Coring or block-out for assumed HVAC rough-in.	Code required ramps and railings to assumed final finish floor and level landing at entrance(s).	
Elevator	No	As required.	

Mechanical	Stub out for heat-pump, space on roof for equipment, and pad (or sidewall where possible). Fire rated shaft for later ducting of restaurant hood(s); supply air / louver on exterior wall.	Venting of bathrooms and all other plumbing fixtures. Ductwork to connect location of heatpump to exterior. Code required smoke control. In the case of an approved restaurant use, minimum of one (1) grease duct plus make up air (MUA) duct to accommodate Type 1 hood. Type 2 hood shaft and venting may be considered. Does not include water heating and all other mechanical equipment.
Gas	Stub-out for gas and gas meter in meter room.	Submeters based on establishment of Individual Tenant Space/s.
Plumbing	Stub-out for domestic water supply and water meter in meter room. Storm sewer 4". Stub out all plumbing (supply and waste) to bathroom location(s). No finish.	Water meters based on establishment of Individual Commercial Tenant/s. Distribute domestic water, waste and vents to plumbing fixture locations within Individual Tenant Space/s. Finish plumbing.
Electrical	200A-600A 3 phase service. Meter in electrical room with service to Commercial Space. Stub out and conduit on ceiling for mechanical. Perimeter walls to have wall receptacles. Light fixtures in space connected to house meter to meet Certificate of Completion requirements only. Emergency lighting battery back-up.	Submeters based on established Individual Commercial Tenant/s and extension of stubouts to Individual Tenant Space/s. Installation of sub panel at Individual Tenant Space/s.
Telco	Two (2) 2" conduits from MPOE to space for telecom/data/security. Temporary security camera connected to residential system until Commercial Space is occupied.	

Fire Protection/ Alarm	Building Fire Alarm shall be sized and zoned to include Commercial Space. State and Local SFFD Code requirements for Completion and Certificate of Occupancy must be met. Sprinkler shall be installed, activated and monitored.	Zoning of Fire Alarm to Individual Tenant Space/s and re-configuration / programming or main building fire panel.	
Site Work	No	No	

D. Permitted Legal Structures

- a. Each of the following legal structures may be used for a Project, as permitted by MOHCD, taking into account the location of the Project, the community that the Project intends to serve, financing requirements and restrictions, and the capacity and expertise of the developer and Housing Owner. These Guidelines assume MOHCD owns the land on which the Project is located. In the rare scenario in which that is not the case, MOHCD and the Housing Owner will adjust these Guidelines accordingly to achieve the Goals articulated in Paragraph B and the same financing principles related to the use of MOHCD funds.
 - 1. <u>No Subdivision; Single Ground Lease</u>. The real property is not subdivided and the entire property is ground leased to Housing Owner.
 - a. <u>Direct Leases</u>: Housing Owner leases directly to Individual Commercial Tenant(s); or
 - b. <u>Commercial Master Lease</u>: Housing Owner leases the Commercial Space to the Commercial Entity (which must be an Affiliated Entity) (the "Commercial Space Master Tenant"). The Commercial Space Master Tenant would then sublease the Individual Tenant Space(s) to Individual Commercial Tenant(s).
 - 2. <u>Subdivision</u>. The real property is subdivided into a separate residential condominium or air rights parcel and a separate commercial condominium or air rights parcel (or subdivided into more than one separate parcels of either use).
 - a. <u>Single Ground Lease</u>. The real property is subdivided, and the City ground leases the entire property to the Housing Owner.
 - (i) <u>Direct Leases</u>: Housing Owner retains ownership of the leasehold for the Commercial Space and leases directly to Individual Commercial Tenant(s); or
 - (ii) <u>Commercial Master Lease</u>: Housing Owner retains ownership of the leasehold for the Commercial Space and leases the Commercial Space to a Commercial Space Master Tenant. The Commercial Space Master Tenant would then sublease the Individual Tenant Space(s) to Individual Commercial Tenant(s).

b. Separate Ground Leases.

- (i) The City ground leases the Residential Space to the Housing Owner. The City separately ground leases the Commercial Space to the Commercial Entity. The Commercial Entity may or may not be an Affiliated Entity.
- (ii) Where the Commercial Entity is a for-profit company, not related to the Housing Owner, and the Commercial Space will be used for Commercial Use, the City's strong preference is that the subdivision be in the form of a condominium as opposed to an air rights parcel.

E. Underwriting Guidelines for All Permitted Legal Structures

- 1. The eligible uses of MOHCD Funds for Commercial Project Costs are:
 - a. <u>Hard Costs</u>: Subject to approval by MOHCD, Borrower may request the use of MOHCD funds for the following:
 - i. Commercial Uses: Cold Shell only. However, MOHCD may provide funding for Warm Shell improvements required to be installed concurrent with residential construction (e.g. restaurant flue shafts with grease ducts and access panels on each floor, drain lines and anchor bolts installed in PT floor and ceiling slabs). If Housing Owner is working with the Commercial Entity or an Individual Commercial Tenant before or during construction, Housing Owner may install ducting to the exterior (roof or louvers on building exterior) as a reimbursable cost to Housing Owner by the Commercial Entity or the Individual Commercial Tenant. Costs for all Cold Shell and Warm Shell improvements must be repaid to MOHCD, in full or in part, through non-housing sources, according to the requirements set forth in Section I below.
 - ii. <u>Community Serving Commercial Uses</u>: Cold Shell and Warm Shell.

 Borrower is required to seek funding from other City and private sources, such as commercial loans, OEWD or the Child Care Fund, New Market Tax Credits, etc., as appropriate for the proposed use for the purpose of reducing funding required from MOHCD.
 - iii. <u>Public Benefit Uses</u>: Cold Shell and Warm Shell. Borrower is required to seek funding from other City and private sources such as commercial loans, OEWD or the Child Care Fund, New Market Tax Credits, etc. as appropriate for the proposed use, for the purpose of reducing funding required from MOHCD.
 - b. Soft Costs: Subject to MOHCD approval and evaluated based on industry standards and market conditions for comparable projects and uses, including:
 - Construction management and consulting fees for coordination of tenant improvements with shell construction
 - Commercial broker fee
 - Commercial space lease-up reserve
 - Commercial space replacement reserve
 - Commercial space developer fee (see developer fee policy below)
 - Market analysis as is required by MOHCD
 - Future tenant improvements reserve
 - Pro rata share of Project development costs associated with Commercial Space (for example, financing costs and legal fees)

2. Conditions of MOHCD Funds.

- a. <u>Market Analysis:</u> Developer shall provide MOHCD a third party prepared market analysis (e.g. from a broker, appraiser, or market analyst) to determine appropriate terms for Market Rents, Rent Growth, Annual Rent Adjustments, Rent Concessions and/or Tenant Improvement Allowances, Vacancy, Expenses, Expense Growth, Management Fees, Leasing Agent Fees, and Reserves.
- b. Operating Budget. Developer shall provide the Housing Owner's or Commercial Entity's (depending on legal structure) commercial operating budget based on proposed use and market conditions consistent with the third party prepared Market Analysis provided for the project as defined above in 2.a. Commercial rents charged must be sufficient to cover all direct, shared, and allocated costs attributable to commercial use, including, but not limited to: pro-rata share of cleaning, maintenance and utility costs for shared bathrooms and hallways; prorata share of maintenance of fire sprinkler and fire alarm systems; pro-rata share of cleaning, maintenance and repair of the trash room; pro-rata share of maintenance and repair of the sidewalk, street trees and bike racks; pro-rata share of hydro-jetting of the sewer laterals; and pro-rata share of back-flow testing of the water lines. Commercial operating expenses shall include all utilities payable by the property for the Commercial Space, commercial property management and asset management fees, commercial operating and replacement reserves, and property taxes and insurance attributable to the Commercial Space.
- c. <u>Leases and Letters of Intent</u>. The Commercial Master Lease and business terms for Direct Leases and subleases are subject to review and approval by MOHCD, in accordance with the Market Analysis and these Guidelines.

F. Commercial Space Developer Fee

- 1. Commercial Uses: The lesser of \$100,000 or 15% of the non-residential depreciable basis, so long as the sum of the Commercial Space Developer Fee and the Residential Developer Fee do not exceed the developer fee limits allowed by TCAC. A one-time additional \$50,000 incremental fee will be allowed for completion of the condominium or air rights subdivision, subject to MOHCD approval of the subdivision and legal structure. The Commercial Space Developer Fee is payable only from non-MOHCD sources, e.g. commercial loan proceeds or transfer of the leasehold estate in the Commercial Space, etc.
- 2. <u>Public Benefit Uses and Community Serving Uses</u>: The lesser of \$250,000 or 15% of the non-residential depreciable basis, so long as the sum of the Commercial Space Developer Fee and the Residential Developer Fee do not exceed the developer fee limits allowed by TCAC. A one-time additional \$50,000 in fee will be allowed for completing the condominium or air rights subdivision, subject to MOHCD approval of the subdivision and legal structure. Half of the Commercial Space Developer Fee is payable

- only from non-MOHCD sources, e.g. commercial loan proceeds, grants, or transfer of the leasehold estate in the Commercial Space.
- 3. <u>Commercial Space Developer Fee; Net Developer Fee Maximums</u>. To the extent allowable by TCAC, the Commercial Space Developer Fee is in addition to the net developer fee maximums pursuant to MOHCD Developer Fee Guidelines.

G. Change in Use

Change in use from Public Benefit Use or Community Serving Commercial Use to Commercial Use requires approval by MOHCD and will result in required repayment of the costs of Warm Shell improvements funded by MOHCD loan(s). Repayment will be calculated by amortizing the MOHCD-funded costs over the useful life of the improvements and sized based on the number of years the improvements did not serve a Public Benefit or Community Serving Commercial Use.

H. Single Ground Lease Additional Guidelines

The following ground lease terms apply where the City ground leases the entire property to the Housing Owner, whether or not the property has been subdivided.

1. Direct Lease

- a. **40% City/60% Housing Owner:** 40% of Net Commercial Cash Flow will be paid by Housing Owner to City in the form of increased ground lease payment of Residual Rent (see MOHCD Policy on Ground Leases for defined terms). Housing Owner will retain 60% of Net Commercial Cash Flow.
- b. Limit on Commercial Revenue: City recommends tax counsel guidance to avoid issues of unrelated business income.

2. Commercial Master Lease

- a. **40% City/60% Affiliated Entity:** 40% of Net Commercial Cash Flow will be paid by Commercial Entity to Housing Owner and subsequently paid to City in the form of increased ground lease payment of Residual Rent. 60% of Net Commercial Cash Flow is payable to the Commercial Entity (ie. the Commercial Space Master Tenant). The Commercial Entity must be an Affiliated Entity.
- b. Limit on Commercial Revenue: City recommends tax counsel guidance to avoid issues of unrelated business income.

I. Separate Ground Leases Additional Guidelines

The following MOHCD commercial loan repayment and commercial ground lease terms apply where the property has been subdivided, the City ground leases the Residential Space to the Housing Owner, and the City ground leases the Commercial Space(s) to the Commercial Entity(ies).

1. Reimbursement to MOHCD of Commercial Project Costs depends on the ownership structure and the type of use, as follows:

a. Public Benefit Uses, Community Serving Commercial Uses, and Commercial Uses when the Commercial Entity is an Affiliated Entity:

Within the earlier of 90 days after 75% occupancy is achieved for Commercial Space or one year after the issuance of a Temporary Certificate or Occupancy or Certificate of Occupancy for the Commercial Space, the Commercial Entity must obtain a commercial loan commitment to repay MOHCD for all Commercial Project Costs included in MOHCD financing. The terms for any repayment source that requires a lien against the Commercial Space are subject to MOHCD approval. The commercial loan must close within 90 days following the issuance of a loan commitment. In the event that the commercial loan is not large enough to fully repay MOHCD for Commercial Project Costs, MOHCD will retain a second position Deed of Trust against the Commercial Space, securing a Note in the amount of any unpaid balance. Any outstanding balance on a MOHCD commercial loan will be payable upon refinance or transfer of the Commercial Space.

b. Commercial Uses when the Commercial Entity is an unrelated third-party:

The Commercial Entity must repay MOHCD for all Commercial Project Costs included in MOHCD financing at close of purchase of the leasehold interest in the commercial condominium/air rights parcel and/or execution of the commercial ground lease. The terms for any repayment source that requires a lien against the Commercial Space are subject to MOHCD approval.

- 2. Commercial Space Ground Lease Payment and Payment on Any Outstanding MOHCD Commercial Loan
 - a. Public Benefit Uses & Community Serving Commercial Uses: Annual ground lease payment equal to 40% of Net Commercial Cash Flow. However, if there is an outstanding MOHCD commercial loan, the 40% Net Commercial Cash Flow will first be used to pay down the MOHCD commercial loan and then to the annual ground lease payment. Commercial Entity will retain 60% of Net Commercial Cash Flow.
 - b. Commercial Uses: Annual ground lease payment equal to market rent based on current comparable leases. Sizing of Base Rent and Residual Rent to be negotiated. If there is an outstanding MOHCD commercial loan (only applicable when the Commercial Entity is an Affiliated Entity), 40% Net Commercial Cash Flow will be used to pay off the MOHCD commercial loan and then go towards payment of Residual Rent, if applicable. Commercial Entity will retain 60% of Net Commercial Cash Flow.
- 3. Any transfer or sale of the Housing Owner's or Commercial Owner's ground lease interest in the Commercial Space parcel is subject to MOHCD approval as ground lessor. If the Project was developed as air rights parcels, MOHCD may require that the air rights subdivision be converted to condominiums before the Commercial Space may be transferred to an unaffiliated for-profit entity for Commercial Use.

4.	. Ground Lease Term: To be negotiated based on Market Analysis (see section E.2.a. for requirements for Market Analysis.)					

EXHIBIT P

Residual Receipts Policy

Mayor's Office of Housing and Community Development Residual Receipts Policy Effective April 1, 2016

INTRODUCTION

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

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

MOHCD also permits a modest portion of "residual" income to be distributed by the borrower. Distribution of any portion of "residual receipts" is conditioned on MOHCD's annual determination that certain performance standards and benchmarks have been met.

SUMMARY (see below for detailed requirements)

I. Definition of Residual	As depicted in the approved MOHCD Operating Budget Proforma for each			
Receipts	project, the amount remaining in the annual operating budget after			
	calculation of Net Operating Income (Project Income less Project Expenses)			
	and allowable payments of surplus			
II. Annual Residual	Generally, 2/3 ^{rds} of residual receipts is payable to the City. Larger Tax Credit			
Receipts Payments Due to	projects may be eligible to use an alternative ½ - ½ split for up the first 10			
MOHCD	years of a new tax credit period, see the Developer Fee Policy for more			
	details.			
III. When more than one	The approved MOHCD Operating Budget Proforma is a required exhibit to			
MOHCD contract requires	the last-executed MOHCD contract and must reflect a comprehensive			
residual payments	summary of approved cash flow waterfall, listing of all lenders, relative lien			
	positions, underlying loan terms and amounts owed to MOHCD annually			
	across all MOHCD contracts.			
IV. When a project has	The portion to be repaid to each Lender is typically determined by the			
other Lenders in addition	proportional amount of capital funded under each loan. The approved			
to MOHCD that require	MOHCD Operating Budget Proforma must include a list of all loans and			
residual payments	details about projected amounts owed annually, including how the portion			
	of residual receipts to be paid to each lender will be calculated, if not			
	based on a proportional amount.			
V. Conditions to	Distribution of Residual Receipts may be made only upon: (1) MOHCD			
Distribution of Residual	approval of Annual Monitoring Report; (2) determination by MOHCD that			
Receipts to Borrower	borrower is not in default; and (3) approval by MOHCD of amount of			

	Distribution.			
VI. Use of Residual	MOHCD strongly encourages borrowers to use distributions for activities in			
Receipts Distributed to	San Francisco that would be eligible uses under the CDBG Program Income			
the Borrower	rules (except to the extent that those rules may prohibit the use of funds			
	for new construction).			
VII. Uses of Project	Any other use of the income derived from housing developed or preserved			
Income for Services and	with MOHCD financing apart from ordinary and routine operating			
other Extraordinary Costs	expenses, debt service or required reserves must be approved by the Loan			
Associated with the	Committee and the Mayor at the time MOHCD financing is committed and			
Project	approved.			
MOHCD Repayment	The repayment waiver option has been terminated.			
Waiver Option				

I. Definition of Residual Receipts

- A. Residual Receipts is the amount remaining in the annual operating budget after calculation of Net Operating Income (Project Income less Project Expenses) and allowable payments from surplus.
- B. The project-specific Funding Agreements and/or Ground Leases define what Project Income entails and which Project Expenses are allowable. In general, the definition of allowable Project Expenses will include mandatory or "hard" debt service payments, minimum or Base Rent owed under a Ground or Land lease, and required annual payments into Reserve accounts. Each MOHCD contract will include a copy of the approved Operating Budget Proforma.
- C. When MOHCD requires repayments from Residual Receipts, the formula usually requires payment of a portion of the available Residual Receipts. The use of a proportional formula makes it is essential to clearly define which uses of surplus cash have been approved for payment prior to the calculation of the amount owed to MOHCD.
- D. The approved uses of any available surplus may also be referred to as the cash flow waterfall. The approved MOHCD Operating Budget Proforma is used to document the approved cash flow waterfall. In general, the following expenses may be a part of a cash flow waterfall:
 - 1. Fees payable to the project, the GP, the LP or the parent entity
 - 2. Fees payable to project funders
 - 3. "Soft" debt repayments to lenders / lessors

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

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

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

Except as recommended by the Loan Committee and approved by the Mayor on a project by project basis, the portion to be paid to the City shall be $2/3^{rds}$ of Residual Receipts. Larger Tax Credit projects may be eligible to use an alternative $\frac{1}{2}$ - $\frac{1}{2}$ split for up the first 10 years of a new tax credit period and the borrower's portion of Residual Receipts shall be considered payment of Deferred Developer Fee. See the Developer Fee Policy for more details.

Any residual receipts payments shall be applied toward the unpaid balance of MOHCD loan/s according to the terms in the Promissory Note and/or Funding Agreement, and toward the payments required under the MOHCD Ground Lease.

III. When more than one MOHCD contract requires residual payments:

Some projects supported by MOHCD may be governed by more than one MOHCD contract. The MOHCD Operating Budget Proforma provides a comprehensive summary of the approved cash flow waterfall, a listing of all lenders, the relative position of each lien, the amounts owed and the relevant repayment terms, and will also reflect the cumulative amount of repayments owed to MOHCD annually across all MOHCD contracts. Projects governed by more than one MOHCD contract that extend or initiate a MOHCD contract after the effective date of this policy will be required to get approval of a new MOHCD Operating Budget Proforma.

IV. When a project has other Lenders in addition to MOHCD that require residual payments

- A. If any other project lenders besides MOHCD require repayment from residual receipts, the portion to be repaid to each Lender will typically be determined by the proportional amount of capital supplied under each loan. For example, if a project received a \$2 million loan from MOHCD and a \$3 million loan from another lender, MOHCD would receive 2/5^{ths} of the amount available to be repaid, and the other lender would receive 3/5^{ths} of the amount available to be repaid. The approved MOHCD Operating Budget Proforma must include a list of all Loans and provide an appropriate amount of detail about the projected amounts owed annually including details about how the portions to be paid to each lender will be calculated. If a project makes an agreement with any other lender/s after executing a MOHCD contract containing the final MOHCD-approved Operating Budget Proforma, prior to making any payments to such other lender/s, the project must request and be approved in writing to amend the MOHCD-approved Operating Budget Proforma to include the new lender/s.
- **B.** During operations, MOHCD will require Residual Receipts payments using MOHCD's method of calculating surplus and any amounts owed to the MOHCD. If there is a difference in the amount calculated to be owed to any other lenders under another lender's repayment calculation method when compared to MOHCD method, then each lender will be paid according to its calculation, so long as doing so would not result in a reduction in the amount payable to MOHCD.

V. Conditions to Distribution of Residual Receipts to Borrower

- A. Distribution of Residual Receipts to the borrower of a MOHCD loan, or lessee of a MOHCD ground lease, may be made only upon:
 - 1. MOHCD approval of the Annual Monitoring Report submitted for that year; and
 - 2. Determination by MOHCD that the borrower is not in default under terms of the Loan; and

- 3. Approval by MOHCD of the amount to be distributed.
- B. No distribution of Residual Receipts shall be made under any of the following circumstances:
 - 1. When a written notice of default has been issued by any lender or investor and such default has not been cured; or
 - 2. When the City determines that the borrower or the borrower's management agent has failed to maintain the housing and its surroundings in a safe and sanitary manner in accordance with local health, building, and housing codes; or
 - 3. If any operating expense, including debt service on non-City loans remains unpaid; or
 - 4. If any required reserve account is not fully funded according to the terms of the MOHCD contract/s; or
 - 5. In the event of any other material failure to comply with the provisions of the MOHCD contract/s.

VI. Use of Residual Receipts Distributed to the Borrower

MOHCD strongly encourages borrowers to use the portion of Residual Receipts that is not applied toward repayment of MOHCD's loan or payment of residual rent under a MOHCD ground lease for activities in San Francisco that would be eligible uses under the CDBG Program Income rules (except to the extent that those rules may prohibit the use of funds for new construction).

VII. Uses of Project Income for Services and other Extraordinary Costs Associated with the Project

- A. With the exception of Residual Receipts retained by a borrower pursuant to this policy, any other use of the income derived from housing developed or preserved with MOHCD financing apart from ordinary and routine operating expenses, debt service or required reserves must be approved by the Loan Committee and the Mayor at the time MOHCD financing is committed and approved.
- B. The Loan Committee may approve variations of this policy on a project-specific basis, including the payment of costs associated with the provision of social, educational, vocational, counseling or other supportive services to residents either as a project expense or out of that portion of Residual Receipts that would otherwise be repaid to the City.