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

#### **GRANT AGREEMENT**

between

#### CITY AND COUNTY OF SAN FRANCISCO

and

Mercy Housing California XIV, a California Limited Parternship

### For 10TH AND MISSION FAMILY HOUSING

### 1390 MISSION STREET

THIS GRANT AGREEMENT (this "**Agreement**") is made this July 1, 2018, by and between Mercy Housing California XIV, a California limited partnership ("**Grantee**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**").

### WITNESSETH:

**WHEREAS**, the City previously provided Grantee funding through MOHCD's Local Operating Subsidy Program ("**Program**") under a nine-year agreement dated September 15, 2009; and

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

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

	WHEREAS, the City's Boa	rd of Supervisors	authorized execu	ution of this Agreem	nent on,
p	ursuant to Resolution No	·			

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

### ARTICLE 1 DEFINITIONS

- **1.1 Specific Terms**. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
- "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
  - "Additional Leasing Date" shall have the meaning given to it in Section 4.1.

- "Agreement Date" means the date this Agreement is duly executed and delivered by Grantee and MOHCD.
  - "Annual Monitoring Report" shall have the meaning given to it in <u>Section 6.1</u>.
- "Annual Operating Budget" means the operating budget for the Project approved by City attached hereto as **Exhibit B**, as amended by Grantee and City from time-to-time.
- "Applicable Laws" means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.
- "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- "Approved Shortfall" means the amount that is approved by MOHCD, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6) for any Business Year during the Term exceed the Project Income attributable to the Assisted Units for such Business Year.
  - "Assisted Units" means forty-four (44) residential units at the Project.
- "Business Year" means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.
  - "CFR" means the Code of Federal Regulations.
- "Certificate of Preference" means the form establishing a priority right for tenant selection, as further described in the Operational Rules.
- "Certificate of Preference Holder" means a person or household that has been issued a Certificate of Preference.
  - "Charter" shall mean the Charter of City.
  - "Charter Documents" shall have the meaning given in Section 6.2.
  - "City" means the City and County of San Francisco.
- "City Loan Documents" means the MOHCD Loan Agreement and the documents executed in connection therewith.
  - "Controller" shall mean the Controller of City.
  - "Director" means MOHCD's Director or an authorized representative of the Director.
  - "Effective Date" means the Agreement Date.
  - "Event of Default" shall have the meaning set forth in Section 11.1.
- "**First Subsidy Payment**" shall mean the Subsidy Payment for the initial period starting from the Effective Date.

- "Grant Amount" shall have the meaning set forth in Section 5.1.
- "**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- "Gross Rent" means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by the San Francisco Housing Authority and published by MOHCD.
  - "HSH" means the San Francisco Department of Homelessness and Supportive Housing.
- "HUD" means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.
- "Indemnified Parties" shall mean City, including MOHCD and all of City's commissions, departments, agencies and other subdivisions, and City's elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.
- "**Initial Leasing Date**" shall be the date when the first Assisted Unit is leased and occupied by a Tenant.
  - "Loan Committee" means the City review committee that selects Program grantees.
- "LOSP Clients" means the formerly homeless individuals or households that HSH deems eligible for Program assistance pursuant to the Program criteria set forth on the attached Exhibit D (as such criteria may be amended from time to time by MOHCD) as administered by Grantee pursuant to this Agreement, the LOSP Policies and Procedures Manual and the Services Agreement.
- "LOSP Policies and Procedures Manual" means the document published jointly by MOHCD and HSH describing the program's operational policies and procedures, as may be amended from time to time.
  - "Maintenance Duties" shall have the meaning given to it in Section 4.8(a).
- "Median Income" means median income as published annually by MOHCD, derived from the Income Limits determined by HUD for the for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- "MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.
- "MOHCD Loan Agreement" means that certain loan agreement, dated as of April 20, 2007, between MOHCD and Grantee with respect to a \$1,142,535 loan and \$746,356 grant.
- "Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees

are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

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

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

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

"Opinion" means an opinion of Grantee's California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing limited partnership in good standing under the laws of the State of California, has the power and authority to enter into this Agreement and will be bound by its terms when executed and delivered, that each of Grantee's general partners is a duly formed, validly existing nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder or is a duly formed, validly existing limited liability company whose sole member is nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder and each has the power and authority to act as Grantee's general partner, and that addresses any other matters MOHCD reasonably requests.

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

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

"**Project**" means the forty-four (44) unit set aside for formerly homeless families referred by HSH within the one hundred thirty-six (136) unit housing project commonly known as 10<sup>th</sup> and Mission Family Housing, which is located on the Real Property.

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

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

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

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

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

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

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with a loan in the amount of \$26,824,338 from the fromer San Francisco Redevelopment Agency ("Agency"); the loan documents executed by Grantee in connection with a loan in the amount of \$37,650,000 from Union Bank of California N.A., related to the Agency Multifamily Housing Mortgage Revenue Bonds (Tenth and Mission Family Housing) 2007; the loan and grant documents executed by Grantee in connection with the loan and grant from MOHCD in the amount of \$1,888,891; the loan documents executed by Grantee in connection with the loan from the State of California's Housing and Community Development Department's Multifamily Housing Program in the amount of \$10,500,000; and the loan documents executed by the Grantee in connection with an Affordable Housing Program (AHP) Loan in the amount of \$680,000 from California Bank and Trust.

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

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

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

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

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

"**Tenant Services Contractor**" shall mean Catholic Charities CYO, a California non-profit public benefit corporation.

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

"**Termination Notice Date**" shall have the meaning given to in <u>Section 4.1</u>.

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

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

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

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

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

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

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

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

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

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

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

- **2.2 Certification of Controller; Guaranteed Maximum Costs**. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:
- (a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.

- (b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.
- (c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- (d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of HSH or MOHCD or by supplemental appropriation.
- **2.3 Automatic Termination for Nonappropriation or Nontransfer of Funds**. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the City's Business Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.
- **2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS <u>ARTICLE 2</u> AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS <u>ARTICLE 2</u> SHALL GOVERN.
- 2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOHCD's annual budget. MOHCD intends to establish a reserve account, as MOHCD deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "Program Transition Reserve Account"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

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

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

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

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

### ARTICLE 3 TERM

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate on the thirty-first day of December, 2033.

### ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

#### 4.1 Lease of Assisted Units.

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

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

- (b) Grantee shall give preference in occupying all Assisted Units first to Certificate of Preference Holders in accordance with the Preferences Ordinance; provided that such applicants satisfy all other applicable eligibility requirements under the City Loan Documents and the Senior Loan Documents.
  - (c) Intentionally Omitted
- (d) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee's decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall not discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.
- (e) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached **Exhibit H** when selecting tenants for the Assisted Units.
- (f) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I** when screening tenants for the Assisted Units.

- (g) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum, which can be found in the **LOSP Policies and Procedures Manual**.
- (h) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOHCD promptly upon MOHCD's request therefor.
- (i) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

#### 4.2 Rent Restrictions.

- (a) Gross Rent charged for any Tenant shall be the lower of thirty percent (30%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.
- (b) With the written approval of HSH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.
- (c) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant.
- **4.3 Operating Reserve Account; Subsidy Reserve Account.** Grantee shall comply with all of its requirements for the Operating Reserve Account under the MOHCD Loan Agreement. In addition, if the Subsidy Payment made to Grantee for a Business Year exceeds the Approved Shortfall for such Business Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

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

### 4.4 [Intentionally Omitted]

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

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

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

- (i) Lodging, meals and incidental expenses shall not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: https://www.gsa.gov/portal/category/104711.
- (ii) Air transportation expenses must use fares for coach-class accommodations, provided that purchases for air travel must occur no less than one week before the travel day.
- (iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports must not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses must not exceed then-current San Francisco taxi rates found at: https://www.sfmta.com/getting-around/taxi/taxi-rates. Ground transportation shall not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.
- (iv) Miscellaneous travel expenses must not exceed Fifty Dollars (\$50.00) without prior written approval of the City.
- (v) Any Disbursement Request for travel expenses must include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

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

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

### 4.7 [Intentionally Omitted]

### 4.8 Maintenance and Management of Project.

- (a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Senior Loan Documents (collectively, the "Maintenance Duties").
- (b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days' notice.
- Outies are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOHCD delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOHCD's rights hereunder, MOHCD shall have the right to require that Grantee, at Grantee's sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.
  - (d) Grantee shall operate the Project in compliance with all Applicable Laws.

### 4.9 Services Agreement; Provision of Services.

- (a) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project's LOSP Clients.
- (b) Grantee shall promptly provide written notice to MOHCD if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.
- (c) In the event that the Services Agreement is terminated for any reason, or that MOHCD and/or HSH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOHCD and HSH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of the new service provider for the Project shall require Grantee's prior consent, which shall not be unreasonably delayed or denied. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOHCD and/or HSH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

### ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments**. In no event shall the total amount of Grant Funds disbursed hereunder exceed Nine Million Seven Hundred Forty-One Thousand One Hundred Seventy-One Dollars (\$9,741,171) (the "**Grant Amount**"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

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

### 5.2 Subsidy Payment Amounts and Adjustments.

- (a) The 15-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.
- (b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.
- **5.3 Use of Grant Funds**. Grantee shall use the Grant Funds only for Assisted Units Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.
- **5.4** Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.
- (a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.
  - (b) Grantee must have delivered its Charter Documents to the City.
- (c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.
- (d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and HSH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.

- **5.5** Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:
- (a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.
- (b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (c) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.
- 5.6 Allocation of Grant Funds and Calculation of Assisted Unit Operating Costs. For the purposes of determining the Subsidy Payment and the Projected Shortfall, City and Grantee have agreed that the parties shall allocate thirty-two percent (32%) of the total Operating Costs to the Assisted Units ("Assisted Units Operating Costs") and sixty-eight percent (68%) of the total Operating Costs to the non-Assisted Units. For most budget line items, LOSP units are assigned a prorated share of the total project operating cost. There are some line items where alternative portions of the line item may be proposed. Exhibit B depicts the allocation of Operating Costs between the Assisted and non-Assisted Units, including and budget line items for which alternative portions have been allocated to the Assisted/non-Assisted units.

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

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

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

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

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

- **6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- **6.4 Financial Statements**. As noted in <u>Section 6.1</u>, Grantee shall also deliver to City, no later than one hundred fifty (150) days following the end of any Business Year, an audited balance sheet and the related statement of income and cash flows for such Business Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- **6.6 Inspection and Audit**. Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under <u>Section 6.5</u>. Grantee shall permit MOHCD, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOHCD pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this <u>Article 6</u>.
- 6.7 Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or

used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

- 6.8 **Project Monitoring Generally**. Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.
- 6.9 **Notice Requirement for Changes in Director Positions**. Grantee must provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

### ARTICLE 7 TAXES

- **7.1 Grantee to Pay All Taxes**. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.
- **7.2** Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- **7.3 Earned Income Credit (EIC) Forms.** Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
- (a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

- (b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- (c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.
- (d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- **8.1 Organization; Authorization**. Grantee shall be a limited liability company or a limited partnership, and Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner, or the general partner's sole member of the general partner (if general partner is a limited liability company), is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2** Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- **8.4** Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

### ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

**9.1 Indemnification**. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the

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

- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party shares in liability with respect thereto.
- **9.3 Incidental and Consequential Damages**. Losses covered under this <u>Article 9</u> shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

### ARTICLE 10 INSURANCE

- **10.1 Types and Amounts of Coverage**. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- **10.3** Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- **10.4** Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- **10.6** Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- **10.7 Effect of Approval**. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

### **EVENTS OF DEFAULT AND REMEDIES**

- **11.1 Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
- (a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.
- (b) Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations. Grantee uses Grant Funds for any purpose other than for the payment of Assisted Units Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Assisted Units Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach can not be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.
- (c) **Default under City Loan Documents or Senior Loan Documents**. Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).
- (d) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (e) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- (f) **New Encumbrances**. Any lien is recorded against all or any part of the Real Property or the Project without MOHCD's prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD's satisfaction within thirty (30) days after Grantee's receipt of written notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.
- (g) **Damage or Destruction**. All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental

agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.

- (h) **Dissolution**. Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.
- **Assignment**. Without MOHCD's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Borrower by an investor limited partner in Borrower, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.
- (j) **Account Transfers**. Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.
- (k) **Changed Financing Condition**. Any material adverse change occurs in the financial condition or operations of Grantee, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

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

- **11.2 Remedies Upon Event of Default**. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
- (a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City..

- (b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.
- (c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.
- **11.3 Remedies Nonexclusive**. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

### ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- **12.2 Sunshine Ordinance**. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- **12.3 Financial Projections**. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

### ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

**13.1** No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of

law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.

- **13.2 Agreement Made in Violation of this Article**. Any agreement made in violation of <u>Section 13.1</u> shall confer no rights on any person or entity and shall automatically be null and void.
- **13.3 Subcontracting.** Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.
- **13.4** Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

### ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- **14.1** Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- **14.2 Direction**. Any terms in this Agreement referring to direction or instruction from MOHCD or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

#### **14.3** Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

### ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

If to MOHCD or City: Mayor's Office of Housing and Community Development

One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: Asset Manager

Telephone No.: 415-701-5500 Facsimile No.: 415-701-5501

If to Grantee:	

San Francisco, CA 94102 Attention: Executive Director

With a copy to:

Attention: General Counsel

- 15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.
- **15.3** Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

### ARTICLE 16 COMPLIANCE

#### 16.1 Reserved.

#### 16.2 Nondiscrimination; Penalties.

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

- (b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits**. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.
- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.
- **16.3** MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.
- **16.4** Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- **16.5 Drug-Free Workplace Policy**. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- **16.6 Resource Conservation; Liquidated Damages**. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

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

### 16.8 Requiring Minimum Compensation for Employees.

- a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the thencurrent requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.
- c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee
- f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to

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

- h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.
- **16.9** Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

#### **16.10 First Source Hiring Program.**

- **a.** Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- **b. First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the First Source Hiring Administrator ("**FSHA**"), the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal,

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

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
  - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

- **c. Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- **d. Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

### e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

- **f. Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.
- 16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.
- 16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
- **16.13 Supervision of Minors**. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

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

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

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

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

- **16.14 Protection of Private Information.** Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:
- (a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:
  - (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
  - (3) The disclosure is expressly required by a judicial order.
- (b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) "**Private Information**" shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.
- **16.15 Public Access to Meetings and Records**. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community

membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

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

### 16.18 Slavery Era Disclosure.

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

- (b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.
  - (c) Grantee shall maintain records necessary for monitoring their compliance with this provision.
- **16.19 Compliance with Other Laws**. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

### ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. No waiver by MOHCD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOHCD of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOHCD or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- **17.2 Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- **17.3** Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- **17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- **17.5 Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- **17.6 Entire Agreement**. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Exhibit A, Projected Project Subsidy Payments

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

Exhibit C, Real Property Legal Description

Exhibit D, LOSP Client Selection Criteria

Exhibit E, Intentionally Omitted

Exhibit F, Lobbying/Debarment Certification Form

Exhibit G, Annual Monitoring Report Exhibit H, Tenant Selection Plan Policy – LOSP Exhibit I, Tenant Screening Criteria Policy – LOSP

- **17.7 Certified Resolution of Signatory Authority**. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- **17.8** Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- **17.9** Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- **17.10 Survival of Terms**. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

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

Section 13.4 Grantee Retains Responsibility.

Section 14.3 Consequences of Recharacterization.

This Article 17 Miscellaneous

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:	GRANTEE:			
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation  By:  Mark E. Farrell	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.			
Mayor  By:  Kate Hartley Director, Mayor's Office of Housing and Community Development	I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.			
APPROVED AS TO FORM:  DENNIS J. HERRERA  City Attorney	Mercy Housing California XIV, a California limited partnership  By:  a California limited liability company, its			
By: Deputy City Attorney	General Partner			
Deputy City Attorney	By:  a California nonprofit public benefit corporation, its Sole Member/Manager  Name:			
	<u>Its:</u>			
	By:, a California nonprofit public benefit corporation, its General Partner			
	By: Name: Its:			
	Federal Tax ID #:			
	City Vendor Number:			

### Exhibit A – Projected Project Subsidy Payments

# LOSP FUNDING SCHEDULE

Project Address:	10th and Mission
Project Start Date:	7/1/2018

# Exhibit A

				Total		
				Disbursement	Estimated	
		Full Year	# Months	for	Disbursement	FY Budgeted
Calenda	ar Year	Funding Amount	to Fund	Calendar Year	Date	(for Disbursement)
CY-1	2018	\$493,792	6	\$246,896	6/1/2018	FY2018/19
CY-2	2019	\$496,130	12	\$496,130	1/1/2019	FY2018/19
CY-3	2020	\$513,339	12	\$513,339	1/1/2020	FY2019/20
CY-4	2021	\$531,193	12	\$531,193	1/1/2021	FY2020/21
CY-5	2022	\$549,715	12	\$549,715	1/1/2022	FY2021/22
CY-6	2023	\$568,931	12	\$568,931	1/1/2023	FY2022/23
CY-7	2024	\$588,865	12	\$588,865	1/1/2024	FY2023/24
CY-8	2025	\$609,544	12	\$609,544	1/1/2025	FY2024/25
CY-9	2026	\$621,742	12	\$621,742	1/1/2026	FY2025/26
CY-10	2027	\$643,692	12	\$643,692	1/1/2027	FY2026/27
CY-11	2028	\$666,461	12	\$666,461	1/1/2028	FY2027/28
CY-12	2029	\$690,079	12	\$690,079	1/1/2029	FY2028/29
CY-13	2030	\$714,577	12	\$714,577	1/1/2030	FY2029/30
CY-14	2031	\$739,987	12	\$739,987	1/1/2031	FY2030/31
CY-15	2032	\$766,343	12	\$766,343	1/1/2032	FY2031/32
CY-16	2033	\$793,678	12	\$793,678	1/1/2033	FY2032/33
		Total Contract	t Amount:	\$9,741,171		

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

Application Date: Fotal # Units: 136 First Year of Operations (provide data assuming that	LOSP Units	Units 92		Project Name: 10th and Mission Project Address: 1390 Mission Street
rear 1 is a full year, i.e. 12 months of operations): 2018	LOSP/non-LO	OSP Allocation 68%		Project Sponsor: Mercy Housing West
NCOME residential - Tenant Rents	LOSP 128,752	non-LOSP 1,273,988		Comments Links from 'Existing Proj - Rent Info' Worksheet
esidential - Tenant Assistance Payments (Non-LOSP) esidential - LOSP Tenant Assistance Payments ommercial Space	493,792	125,568	125,568 493,792 77,484	Links from 'Existing Proj - Rent Info' Worksheet
ssidential Parking scellaneous Rent Income	0	0	0	Links from 'Utilities & Other Income' Worksheet Links from 'Utilities & Other Income' Worksheet
upportive Services Income terest Income - Project Operations	0	0		Links from 'Utilities & Other Income' Worksheet
aundry and Vending enant Charges iscellaneous Residential Income	11,315 0 0	24,045 0 0	0	Links from 'Utilities & Other Income' Worksheet Links from 'Utilities & Other Income' Worksheet Links from 'Utilities & Other Income' Worksheet
ther Commercial Income /ithdrawal from Capitalized Reserve (deposit to operating account)	0	0	30,000	Links from 'Commercial Op. Budget' Worksheet
Gross Potential Income acancy Loss - Residential - Tenant Rents acancy Loss - Residential - Tenant Assistance Payments	633,859 (6,438)	1,423,601 (63,699) (6,278)		Vacancy loss is 5% of Tenant Rents. Vacancy loss is 5% of Tenant Assistance Payments.
(acancy Loss - Commercial EFFECTIVE GROSS INCOME	627,422	1,353,623		Links from 'Commercial Op. Budget' Worksheet  PUPA: 15,328
PERATING EXPENSES				
lanagement Janagement Fee sset Management Fee	38,124 6,541	81,012 13,899	119,136 20,440	1st Year to be set according to HUD schedule
Sub-total Management Expenses	44,664	94,912	139,576 180,355	PUPA: 1,026  2fte Asisstant Manager (LOSP alloc pro-rata), 3 fte Desk Clerks (LOSP alloc 50%)
Iffice Salaries  Ianager's Salary  lealth Insurance and Other Benefits	75,749 44,126 40,481	104,606 93,767 55,902	137,893	21et Asissiani Manager (LOSP and professor) 1fte Senior Property Manager, 1fte Property Manager 11 fte. Please note participation varies per individual
ther Salaries/Benefits dministrative Rent-Free Unit	0	0	0	Please note participation varies per individual. Included in Helath Insuranceand Other Excluded since Rent is excluded in Revenue
Sub-total Salaries/Benefits dministration dvertising and Marketing	<b>160,356</b>	<b>254,275</b> 1,503	414,631 2,210	PUPA: 3,049
Office Expenses Office Rent	16,696	35,480 0	52,176	
egal Expense - Property udit Expense	6,404 3,258	6,404 6,922	10,180	50/50 split. Updated using 2017 number
tookkeeping/Accounting Services and Debts discellaneous	4,961 3,378 0	10,543 3,378 0	15,504 6,756 0	50/50 split. Updated using 2017 number
Sub-total Administration Expenses Itilities	35,405	64,230	99,635	PUPA: 733
lectricity Vater	15,797 26,594 18,318	33,569 56,511 38,927		updated 2017 number. 5% updated 2017 number. 7% updated 2017 number. 5%
Sewer Sub-total Utilities	40,756 <b>101,465</b>	86,606 <b>215,613</b>		updated 2017 number. 14%  PUPA: 2,331
axes and Licenses teal Estate Taxes	20,280	43,094	63,374	updated using 2017 number. Welfare exemption reduced.
Payroll Taxes discellaneous Taxes, Licenses and Permits	10,680 3,829	22,695 8,137	33,376 11,966	updated using 2017 number updated using 2017 number
Sub-total Taxes and Licenses nsurance	34,789	73,926	108,715	PUPA: 799
Property and Liability Insurance Fidelity Bond Insurance Vorker's Compensation	34,627 0 8,795	73,583 0 18,689	108,210 0 27,483	
Director's & Officers' Liability Insurance Sub-total Insurance	0 43,422	92,272	135,694	PUPA: 998
Maintenance & Repair Payroll Supplies	56,737 6,937	120,567 14,740	177,304 21,677	
Contracts Sarbage and Trash Removal	54,502 24,579	115,817 52,231	170,319	updated using 2017 number updated using 2017 number updated 2017 numbr. 14.42%
Security Payroll/Contract N/AC Repairs and Maintenance	28,276 7,885	28,276 16,755	24,640	updaetd using 2017 number. 50/50 split updated using 2017 number
/ehicle and Maintenance Equipment Operation and Repairs //iscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	0 0 178,916	0 0 348,386	0 0 527,302	PUPA: 3.877
Supportive Services	0	80,751	80,751	
Commercial Expenses  OTAL OPERATING EXPENSES	599,017	1,224,365	5,374 1,828,756	Links from 'Commercial Op. Budget' Worksheet  PUPA: 13,447
teserves/Ground Lease Base Rent/Bond Fees	399,017	1,224,300	1,020,730	FUFA. 13,447
Ground Lease Base Rent Sond Monitoring Fee	6,400 0 26,112	13,600 0 55,488	20,000 0 81,600	Ground lease with MOHCD Provide additional comments here, if needed.
Replacement Reserve Deposit Deparating Reserve Deposit Other Required Reserve 1 Deposit	4,720	10,030	14,750	
Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial	0	0		Links from 'Commercial Op. Budget' Worksheet  PUPA: 911 Min DSCR:
Sub-total Reserves/Ground Lease Base Rent/Bond Fees  OTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond	37,232	79,118		Mortgage Rate: 5.0
ees)  IET OPERATING INCOME (INCOME minus OP EXPENSES)	636,249 (8,827)	1,303,483 50.140		PUPA: 14,358         Term (Years):           Supportable 1st Mortgage Pmt:         121,           PUPA: 971         Supportable 1st Mortgage Amt:         \$1,880,
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	(0,021)	30,140	132,033	Proposed 1st Mortgage Amt: \$10,189,
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Le	13,022	27,673 0	40,695 0	Provide additional comments here, if needed.
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service	0	0	0	Provide additional comments here, if needed. Provide additional comments here, if needed. Links from 'Commercial Op. Budget' Worksheet
TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE)	13,022 (21,849)	27,673 22,468	40,695 91,338	PUPA: 299
Commercial Only Cash Flow  Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)	29,030	61,689	90,720	
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)	7,181	84,157	91,338 3.24	
JSES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits)	0 6,541	13,899	20,440	0 2
nvestor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments	640 0	1,360 0	2,000	1 0
Ion-amortizing Loan Pmnt - Lender 1 (select lender in comments field) Ion-amortizing Loan Pmnt - Lender 2 (select lender in comments field) Deferred Developer Fee (Enter amt <= Max Fee from cell I130)	0	0		Provide additional comments here, if needed. Provide additional comments here, if needed. Def. Develop. Fee split: 0% Provide additional comments here, if needed.
TOTAL PAYMENTS PRECEDING MOHCD	7,181	15,259	22,440	PUPA: 165
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)	0	68,898	68,898	
Residual Receipts Calculation  Does Project have a MOHCD Residual Receipt Obligation?			Yes	Project has MOHCD ground lease? Yes
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			No 33% 67%	
				Distrib. of
oft Debt Lenders with Residual Receipts Obligations IOHCD/OCII - Soft Debt Loans IOHCD/OCII - Ground Lease Value				ne/program from drop down)         Total Principal Amt         Debt Lc           .cons payable from res. rects         \$27,966,873         61.           \$7,245,000         15.5
CD (soft debt loan) - Lender 3 hther Soft Debt Lender - Lender 4			CHCD	\$10,189,329 22.4 0.1
ther Soft Debt Lender - Lender 5				0.0
MOHCD RESIDUAL RECEIPTS DEBT SERVICE IOHCD Residual Receipts Amount Due roposed MOHCD Residual Receipts Amount to Loan Repayment		35,623 0	35,623	67% of residual receipts, multiplied by 77.56% MOHCD's pro rata share of all soft de 50% (2/3)
Proposed MOHED Residual Receipts Amount to Edan Repayment Proposed MOHED Residual Receipts Amount to Residual Ground Lease REMAINING BALANCE AFTER MOHED RESIDUAL RECEIPTS		35,623	35,623	If applicable, MOHCD residual receipts amt due LESS amt proposed for loan repymt.
EBT SERVICE			33,274	
ION-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  ICD Residual Receipts Amount Due			10,308	67% of residual receipts, multiplied by 22.44% CHCD's pro rata share of all soft debt
ender 4 Residual Receipts Due ender 5 Residual Receipts Due otal Non-MOHCD Residual Receipts Debt Service			0 0 10,308	
			, 000	
EMAINDER (Should be zero unless there are istributions below)			22,966	

First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations): 2018 INCOME ACOME
esidential - Tenant Rents
esidential - Tenant Assistance Payments (Non-LOSP)
esidential - LOSP Tenant Assistance Payments
ommercial Space Miscellaneous Rent Income
Supportive Services Income
Interest Income - Project Operations
Laundry and Vending
Tenant Charges
Miscellaneous Peridential ellaneous Residential Income Vacancy Loss - Residential - Tenant Rents
Vacancy Loss - Residential - Tenant Assistance Payments

Alternative LOSP Split non-LOSP Approved By (reqd)

Residential - Tenant Assistance Payments (No 0.0% 100.00% Alternative LOSP Split LOSP
Supportive Services Income non-LOSP Approved By (reqd) (only acceptable if LOSP-specific expenses are being tracked at entry level in the project's accounting system) Projected LOSP Split Tenant Charges LOSP non-LOSP LOSP Alternative LOSP Split
Withdrawal from Capitalized Reserve (de non-LOSP Approved By (reqd) Other Commercial Income
Withdrawal from Capitalized Reserve (deposit to operating account)
Gross Potential Incom

EFFECTIVE GROSS INCOME

Management
Management Fee
Asset Management Fee Alternative LOSP Split
Management Fee
Asset Management Fee

Sui Salaries/Benefits Office Salaries Manager's Salary Health Insurance and Other Benefits Other Salaries/Benefits Administrative Rent-Free Unit native LOSP Split 58.00% ce Salaries nager's Salary alth Insurance and Other Benefits 42.009 58.00%

Administration
Advertising and Marketing
Office Expenses Projected LOSP Split Legal Expense - Property 
 non-LOSP
 (only acceptable if LOSP-specific expenses are being tracked

 50.00%
 50.00%

 at entry level in the project's accounting system)
 Office Rent Legal Expense - Property ookkeeping/Accounting Services
ad Debts Projected LOSP Split
Bad Debts | non-LOSP | (only acceptable if LOSP-specific expenses | 50.00% | at entry level in the project's accounting syst

Sub-total Administration Expens 32.00% Projected LOSP Split Electricity LOSP

Alternative LOSP Split LOSP Taxes and Licenses non-LOSP Approved By (reqd)

Real Estate Taxes
Payroll Taxes
Miscellaneous Taxes, Licenses and Permits
Sub-total Taxes and Licer eal Estate Taxes

surance
roperty and Liability Insurance
delity Bond Insurance
orker's Compensation
rector's & Officers' Liability Insurance Alternative LOSP Split LOSP non-LOSP Approved By (reqd)

Sub-total Insu Maintenance & Repair non-LOSP 32.00% (only acceptable if LOSP-specific expenses are latentry level in the project's accounting system) Projected LOSP Split LOSP

Contracts
Garbage and Trash Removal
Security Payroll/Contract
HVAC Repairs and Maintenance
Vehicle and Maintenance Equipment Operation and Repairs
Miscellaneous Operating and Maintenance Expenses
Sub-total Maintenance & Repair Expr tracts
rnative LOSP Split
urity Payroll/Contract Approved By (reqd) 50.00% LOSP non-LOSP

Alternative LOSP Split
Supportive Services LOSP 

TOTAL OPERATING EXPENSES

Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee Meser vea ...

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 Deposit
Sub-total Reserves/Ground Lease Base Rent/Bond Fees Alternative LOSP Split

TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Feps)

NET OPERATING INCOME (INCOME minus OP EXPENSES)

non-LOSP 68.00% Approved By (reqd)

Commercial Only Cash Flow
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)
Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)
Allocation of Commercial Surplus to LOPS/non
32.00%
68.00%

AVAILABLE CASH FLOW
USES OF CASH FLOW BELOW (This row also shows DSCR.)
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL
'Below-the-line' Asset Mgt fee (uncommon in new projects, see policy)
Partnership Management Fee (see policy for limits)
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)
Other Payments
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)
Deferred Developer Fee (Enter amt <= Max Fee from cell 1130)

Alternative LOSP Split

Other Payments

Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field) Deferred Developer Fee (Enter amt <= Max Fee 0.00%

#VALUE!

TOTAL PAYMENTS PRECEDING MOHCD

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)

PRECEDING MOHCD)

Residual Receipts Calculation

Does Project have a MOHCD Residual Receipt Obligation?

Will Project Defer Developer Fee?

Will Project Defer Developer Fee/Borrower % of Residual Receipts in Yr 1:Sum of DD F from LOSP and non-LOSP:

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

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

MOHCD RESIDUAL RECEIPTS DEBT SERVICE
MOHDO Residual Receipts Amount Due
Proposed MOHCD Residual Receipts Amount to Loan Repayment
Proposed MOHCD Residual Receipts Amount to Residual Ground Lear

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE

NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE
HCD Residual Receipts Amount Due
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due

Total Non-MOHCD Residual Receipts Debt Service

REMAINDER (Should be zero unless there are distributions below)

Owner Distributions/Incentive Management Fee Other Distributions/Uses

Final Balance (should be zero)

		Non-LOSP													
Total # Units: 136	LOSP Units				Year 1			Year 2			Year 3			Year 4	
136	32.00%	68.00%			2018			2019			2020			2021	
INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total		non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	2.5% n/a	2.5% 2.5%		128,752	1,273,988 125,568	1,402,740 125,568	131,970	1,305,838 128,707	1,437,809 128,707	135,270	1,338,484 131,925	1,473,754 131,925	138,651	1,371,946 135,223	1,510,598 135,223
Residential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 2.5%		493,792		493,792 77,484	496,130		496,130 79,421	513,339		513,339 81,407	531,193		531,193 83,442
Residential Parking Miscellaneous Rent Income	2.5%	2.5%			-	-			-			-	-	-	
Supportive Services Income Interest Income - Project Operations	2.5%	2.5%		-	-				-	-		-	-		-
Laundry and Vending Tenant Charges	2.5%	2.5% 2.5%		11,315	24,045	35,360	11,598	24,646	36,244	11,888	25,262	37,150	12,185	25,894	38,079
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5%				30,000			30,750	-		- 31,519	-		32,307
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable			-			00,700			01,010			02,007
Gross Potential Income Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH	633,859 (6.438)	1,423,601 (63,699)	2,164,944 (70,137)	639,699 (6.599)	1,459,191	2,209,061	660,497 (6.763)	1,495,671	2,269,093	682,029 (6.933)	1,533,063	2,330,841 (75,530)
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a	n/a n/a	policy, annual incrementing usually not appropriate	-	(6,278)	(6,278) (3,874)	-	(6,435)	(6,435) (3,971)	-	(6,596)	(6,596) (4,070)	-	(6,761)	(6,761) (4,172)
EFFECTIVE GROSS INCOME OPERATING EXPENSES				627,422	1,353,623	2,084,655	633,100	1,387,464	2,126,764	653,733	1,422,151	2,184,739	675,097	1,457,704	2,244,378
Management			1st Year to be set according to HUD	1	1							1	1	T	
Management Fee Asset Management Fee	3.5% 3.5%	3.5%	schedule.  per MOHCD policy	38,124 6.541	81,012 13,899	119,136 20,440	39,458 6,770	83,848 14,386	123,306 21,155	40,839 7.007	86,783 14,889	127,621 21,896	42,268 7,252	89,820 15,410	132,088 22,662
Sub-total Management Expenses		3.376	por morroe policy	44,664	94,912	139,576	46,228	98,234	144,461	47,846	101,672	149,517	49,520	105,230	154,750
Salaries/Benefits Office Salaries	3.5%	3.5%		75,749	104,606	180,355	78,400	108,267	186,667	81,144	112,056	193,201	83,984	115,978	199,963
Manager's Salary  Health Insurance and Other Benefits	3.5%	3.5%		44,126 40,481	93,767 55,902	137,893 96,383	45,670 41,898	97,049 57,859	142,719 99,757	47,269 43,364	100,446 59,884	147,714 103,248	48,923 44,882	103,961 61,980	152,884 106,862
Other Salaries/Benefits Administrative Rent-Free Unit	3.5%	3.5%		-	-	- :		-	- :	- :		-	-	-	
Sub-total Salaries/Benefits Administration	i			160,356	254,275	414,631	165,968	263,175	429,143	171,777	272,386	444,163	177,789	281,920	459,709
Advertising and Marketing Office Expenses	3.5%	3.5%		707 16,696	1,503 35,480	2,210 52,176	732 17,281	1,555 36,721	2,287 54,002	758 17,886	1,610 38,007	2,367 55,892	784 18,512	1,666 39,337	2,450 57,848
Office Rent Legal Expense - Property	3.5%	3.5%		6,404	6,404	12,808	6,628	6,628	13,256	6,860	6,860	13,720	7,100	7,100	14,201
Audit Expense	3.5%	3.5%		3,258 4,961	6,922 10,543	10,180 15,504	3,372 5,135	7,165 10,912	10,536 16,047	3,490 5,315	7,415 11,294	10,905 16,608	3,612 5,501	7,675 11,689	11,287
Bookkeeping/Accounting Services Bad Debts	3.5%	3.5%		3,378	3,378	6,756	3,496	3,496	6,993	3,619	3,619	7,238	3,746	3,746	7,491
Miscellaneous  Sub-total Administration Expenses	3.5%	3.5%		35,405	64,230	99,635	36,644	66,478	103,122	37,926	68,805	106,731	39,254	71,213	110,467
Utilities Electricity	3.5%	3.5%		15,797	33,569	49,367	16,350	34,744	51,095	16,923	35,960	52,883	17,515	37,219	54,734
Water Gas	3.5% 3.5%	3.5% 3.5%		26,594 18,318	56,511 38,927	83,105 57,245	27,524 18,960	58,489 40,289	86,013 59,249	28,488 19,623	60,536 41,699	89,024 61,322	29,485 20,310	62,655 43,159	92,140 63,468
Sewer Sub-total Utilities	3.5%	3.5%		40,756 <b>101,465</b>	86,606 215,613	127,362 317,078	42,182 105,016	89,637 223,160	131,820 328,176	43,659 108,692	92,775 <b>230,970</b>	136,433 339,662	45,187 112,496	96,022 239,054	141,208 351,551
Taxes and Licenses Real Estate Taxes	3.5%	3.5%		20,280	43,094	63,374	6,242	13,265	19.508	6,461	13,730	20,190	6,687	14,210	20,897
Payroll Taxes Payroll Taxes Miscellaneous Taxes, Licenses and Permits	3.5% 3.5% 3.5%	3.5%		10,680 3,829	22,695 8,137	33,376 11,966	11,054 3,963	23,490 8,421	34,544 12,384	11,441 4,102	24,312 8,716	35,753 12,818	11,841 4,245	25,163 9,021	37,004 13,267
Sub-total Taxes and Licenses		3.376		34,789	73,926	108,715	21,259	45,176	66,436	22,004	46,758	68,761	22,774	48,394	71,168
Insurance Property and Liability Insurance	3.5%	3.5%		34,627	73,583	108,210	35,839	76,158	111,998	37,094	78,824	115,918	38,392	81,583	119,975
Fidelity Bond Insurance Worker's Compensation	3.5%	3.5% 3.5%		- 8,795	18,689	27,483	9,102	19,343	28,445	9,421	20,020	29,441	9,751	20,721	30,471
Director's & Officers' Liability Insurance Sub-total Insurance	3.5%	3.5%		43,422	92,272	135,694	44,942	95,501	140,443	46,515	98,844	145,358	48,143	102,303	150,446
Maintenance & Repair Payroll	3.5%	3.5%		56,737	120,567	177,304	58,723	124,787	183,510	60,778	129,154	189,932	62,906	133,674	196,580
Supplies Contracts	3.5%	3.5%		6,937 54,502	14,740 115,817	21,677	7,179 56.410	15,256 119.871	22,436 176,280	7,431 58.384	15,790 124,066	23,221	7,691 60.427	16,343 128.408	24,034 188,836
Garbage and Trash Removal Security Payroll/Contract	3.5%	3.5%		24,579 28,276	52,231 28,276	76,810 56,551	25,440 29,265	54,059 29,265	79,499 58.531	26,330 30,290	55,951 30,290	82,281 60,579	27,251 31,350	57,909 31,350	85,161 62,700
HVAC Repairs and Maintenance	3.5%	3.5%		7,885	16,755	24,640	29,265 8,161	17,342	25,503	30,290 8,446	17,949	26,395	8,742	18,577	27,319
Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses	3.5% 3.5%	3.5% 3.5%		-	-		-		- :	-	- :			-	
Sub-total Maintenance & Repair Expenses Supportive Services	3.5%	3.5%		178,916	348,386 80.751	<b>527,302</b> 80,751	185,178	<b>360,579</b> 83.577	<b>545,757</b> 83,577	191,659	373,200 86.502	<b>564,859</b> 86,502	198,367	386,262 89.530	<b>584,629</b> 89,530
Commercial Expenses	3.376	3.5%		-	80,751		-	83,377	5,562	•	80,302	5,757	-	89,330	5,958
TOTAL OPERATING EXPENSES				599,017	1,224,365	1,828,756	605,235	1,235,881	1,846,678	626,418	1,279,136	1,911,312	648,343	1,323,906	1,978,208
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees	_					13,447			Note: Hidden co	lumns are in be	tween total colur	nns. To update/de	elete values in yel	low cells, manipul	ate each cell ra
Ground Lease Base Rent Bond Monitoring Fee	_			6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000
Replacement Reserve Deposit Operating Reserve Deposit	ł			26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit	4			-	-	-	-		-			-	-	-	-
Required Reserve Deposit/s, Commercial  Sub-total Reserves/Ground Lease Base Rent/Bond Fees	]			37.232	79,118	7,516 <b>123,866</b>	2,405 37,232	5,111 <b>79,118</b>	7,516 <b>116,350</b>	2,405 37,232	5,111 <b>79,118</b>	7,516 116,350	2,405 37,232	5,111 <b>79,118</b>	7,516 116,350
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Feet				636,249	1,303,483	1,952,622	642,467	1,314,999	1,963,028	663,650	1,358,254	2,027,662	685,575	1,403,024	2,094,558
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				(8,827)	50,140	<i>14,358</i> 132,033	(9,367)	72,465	163,736	(9,917)	63,896	157,077	(10,478)	54,680	149,820
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	-									lumns are in be			elete values in yel	low cells, manipul	
Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% nymt, or other 2nd Lender	4		Enter comments re: annual increase, etc.	13,022	27,673		13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender	r)		Enter comments re: annual increase, etc.	-	-	40,695	-		-	-	-	-	-		
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 - Fourth Lender	A)		Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.			40,695	-			-	:	-	-	-	
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service			Enter comments re: annual increase, etc.			-								27.672	-
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender			Enter comments re: annual increase, etc.		27,673	40,695 - - - - 40,695 91,338	13,022	27,673 44,793	- - - 40,695 123,041	13,022	27,673	- - - 40,695 116,382	13,022	27,673 27,008	- - 40,695 109,125
Hard Debt - Third Lender (Other HCID Program, or other 3rd Lender) HArd Debt - Founth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow			Enter comments re: annual increase, etc.	13,022 (21,849)	27,673 22,468	- - - - 40,695	(22,389)	44,793		(22,940)	36,224		13,022 (23,501)	27,008	
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) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	13,022	27,673	- - 40,695 91,338 90,720			123,041 93,122 123,041			95,582 116,382	13,022		109,125 98,102 109,125
Hard Debt - Third Lender (Other HCID 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 income)			Enter comments re: annual increase, etc.	13,022 (21,849)	27,673 22,468	- - - - 40,695 91,338 90,720	<b>(22,389)</b> 29,799	<b>44,793</b> 63,323	123,041 93,122 123,041 4.02	(22,940) 30,586 7,647	36,224 64,996 101,219	116,382 95,582 116,382 3.86	13,022 (23,501) 31,393 7,892	27,008 66,709 93,717	109,125 98,102 109,125 3.68
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) HArd Debt - South Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fisilon-the-line* Asset Mg flee (uncommon in new projects, see policy)	3.5%	3.5% 3.5%	Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  DSGR: DSGR: DPGR: D	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157	40,695 91,338 90,720 91,338 3.24	(22,389) 29,799 7,410	44,793 63,323 108,116	123,041 93,122 123,041 4.02	30,586 7,647 Numns are in be	36,224 64,996 101,219 ween total colur	116,382 95,582 116,382 3.86	13,022 (23,501) 31,393 7,892 elete values in yel	27,008  66,709  93,717  low cells, manipul	109,125 98,102 109,125 3.68
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - South Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  "Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aks "LP Asset Mgf Fee") (see policy for limits)		3.5% 3.5%	Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  DSCR:	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157	40,695 91,338 90,720 91,338 3.24	(22,389) 29,799 7,410	<b>44,793</b> 63,323	123,041 93,122 123,041 4.02 Note: Hidden co	(22,940) 30,586 7,647	36,224 64,996 101,219	116,382 95,582 116,382 3.86 nns. To update/de	13,022 (23,501) 31,393 7,892	27,008 66,709 93,717	109,125 98,102 109,125 3.68 ate each cell ra
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - South Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.)  USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1	3.5%		Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  DSCR:  DSCR:	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157	40,695 91,338 90,720 91,338 3.24	29,799 7,410 - 6,770	63,323 108,116 - 14,386	123,041 93,122 123,041 4.02 Note: Hidden cc	30,586 7,647 Numns are in be - 7,007	36,224 64,996 101,219 tween total colur - 14,889	116,382 95,582 116,382 3.86 nns. To update/de 21,896	13,022 (23,501) 31,393 7,892 helete values in yel	27,008  66,709  93,717  low cells, manipul  - 15,410	109,125 98,102 109,125 3.68 ate each cell ra
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) 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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgf fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for timits) 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	3.5%		Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  DSCR:  DSCR:  DEF MOHCD policy  per MOHCD policy  per MOHCD policy no annual increase	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157	40,695 91,338 90,720 91,338 3.24 20,440 2,000	29,799 7,410 - 6,770 640 - -	44,793 63,323 108,116 - 14,386 1,360 - -	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640	36,224 64,996 101,219 tween total colur - 14,889 1,360 - - -	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 r,892 selete values in yel - 7,252 640 - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - South Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Prmt - Lender 1 Non-amortizing Loan Prmt - Lender 2 Deferred Developer Fee (Enter amt cs Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD	3.5%		Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  DSCR:  DSCR:	13,022 (21,849) 29,030 7,181 - - - - - - - - - - - - - - - - - -	27,673 22,468 61,689 84,157 	91,338 90,720 91,338 3.24 20,440 2,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE)  COMMERCIAL OBJECT SERVICE COMMERCIAL OBJECT SERVICE COMMERCIAL OBJECT SERVICE COMMERCIAL OBJECT SERVICE AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for timits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amit -e Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD Does Project have a MOHCD Residual Roccipit Obligation?	3.5%	3.5% Yes	Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  DSCR:  DSCR:	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157	40,695 91,338 90,720 91,338 3.24 20,440 2,000	29,799 7,410 - 6,770 640 - -	44,793 63,323 108,116 - 14,386 1,360 - -	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640	36,224 64,996 101,219 tween total colur - 14,889 1,360 - - -	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 r,892 selete values in yel - 7,252 640 - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
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)  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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for imprise) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1  Non-amortizing Loan Print - Lender 2  Deferred Developer Fee (Enter amt ex Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD	3.5%	3.5%	Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.  DSCR:  per MOHCD policy per MOHCD policy per MOHCD policy nanual increase  Enter comments re: annual increase.  Enter comments re: annual increase, etc.	13,022 (21,849) 29,030 7,181 - - - - - - - - - - - - - - - - - -	27,673 22,468 61,689 84,157 	91,338 90,720 91,338 3.24 20,440 2,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
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)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/mon-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter ant Les Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MODOs Project have a MOHCO Residual Receipt Obligation? Will Project leaf bevoleper Fee?	3.5%	3.5% Yes No 67% / 33%	Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.  DSCR:  per MOHCD policy per MOHCD policy per MOHCD policy nanual increase  Enter comments re: annual increase.  Enter comments re: annual increase, etc.	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	91,338 90,720 91,338 3.24 20,440 2,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
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)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/mon-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) (Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter ant Les Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MODOs Project have a MOHCO Residual Receipt Obligation? Will Project leaf bevoleper Fee?	3.5%	3.5% Yes	Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.  DSCR:  per MOHCD policy per MOHCD policy per MOHCD policy nanual increase  Enter comments re: annual increase.  Enter comments re: annual increase, etc.	13,022 (21,849) 29,030 7,181 6,541 6,541 1	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	91,338 90,720 91,338 3.24 20,440 2,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth 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 THAT PRECEDE MOHCD 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 Primt - Lender 1 Non-amortizing Loan Primt - Lender 1 Non-amortizing Loan Primt - Lender 1 Non-amortizing Loan Primt - Lender 2 Deferred Developer Fee (Enter amt -c. Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner	3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans	Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  PSCR:  per MOHCD policy per MOHCD policy per MOHCD policy no annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden cc 21.155 2,000  23,155 99,886	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3,600 21,896 2,000 23,896 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ate each cell re 22,662 2,000 24,662 84,463
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)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW USES OF CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgit fee (uncommon in new projects, see policy) Partnersip Management Fee (see policy for limits) Univestor Service Fee (aka "LP Asset Mgit Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter ant t.e. Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MO Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner	3.5%	3.5%  Yes No 67% / 33%	DSCR:  Der MOHCD policy  per M	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	91,338 90,720 91,338 3.24 20,440 2,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden oc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 mns. To update/de 21,896 2,000	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 atte each cell ra 22,662 2,000
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)  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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgit fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for imits) Investor Service Fee (aka "LP Asset Mgit Fee") (see policy for imits) Investor Service Fee (aka "LP Asset Mgit Fee") (see policy for imits) Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt e- Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD Residual Receipts split for all years - Lender/Owner  MOHCD RESIDUAL RECEIPTS DEBT SERVICE	3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans	Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  PSCR:  per MOHCD policy per MOHCD policy per MOHCD policy no annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden C. 21,155 2,000 23,155 99,886	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 enns. 70 update/de 21,896 2,000 23,896 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ate each cell read 2,000 24,662 84,463
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Evunth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE)  CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for imits) Linestor Service Fee (alka "LP Asset Mgt Fee") (see policy for limits) Cither Payments Non-amentizing Loan Print - Lender 1 Non-amentizing Loan Print - Lender 2 Robellened Developer Fee (Einer amit - & Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS OEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Lean Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  DSCR:  per MOHCD policy  per montal increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Proposed Total MOHCD Amt Due less Loan Repayment	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3,24 - 20,040 2,000 - - - - 22,440 68,898	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - - 15,746	123,041 93,122 123,041 4.022 Note: Hidden or 21,155 2,000 	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86e 21,896 2,000 23,896 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ate each ceil red 22,662 2,000 24,662 84,463
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Scruth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES OF CASH FLOW BELLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  Below-the-line' Asset Mgr fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "L' Asset Mgr Fee") (see policy for limits) Cother Payments Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt cs Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation?  Will Project Defer Developer Fee?  Residual Receipts Amount Due  Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Amount Due  Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3.24 	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden C. 21,155 2,000 23,155 99,886	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 enns. 70 update/de 21,896 2,000 23,896 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ate each cell read 2,000 24,662 84,463
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)  Commercial Only Cash Flow Aliocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fallow-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Non-amortizing Loan Prmt - Lender 1 Non-amortizing Loan Prmt - Lender 1 Non-amortizing Loan Prmt - Lender 2 Deferred Developer Fee (Enter amt e- Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD Residual Receipts and Park Receipt 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  MOHCD Residual Receipts Amount Due	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3,24 - 20,040 2,000 - - - - 22,440 68,898	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.022 Note: Hidden or 21,155 2,000 	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86e 21,896 2,000 23,896 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ate each ceil red 22,662 2,000 24,662 84,463
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Evunth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE)  CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for imits) Citier Payments Non-amortizing Loan Pmrit - Lender 1 Non-amortizing Loan Pmrit - Lender 2 Residual Receipter Fee (Enter amit -c. Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? 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 4 Residual Receipts Due Lender 5 Residual Receipts Due	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 ate each cell ra  22,662 2,000  24,662 84,463  43,671 43,671 - 12,637 - 12,637
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) 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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mg1 fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mg1 Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt -c. Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? 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  Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Amount Due  Total Non-MOHCD Residual Receipts Debt Service  Total Non-MOHCD Residual Receipts Debt Service	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Fidden cc 21,155 2,000 23,155 99,886	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,000 47,820 47,820 13,838	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3.68 ra 22,662 2,000 24,662 84,463
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)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW USES OF CASH FLOW BELLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Facility The TRECEDE MOHCD DEBT SERVICE IN WATERFALL Facility The TRECEDE MOHCD DEBT SERVICE IN WATERFALL Facility The Trecede Mohcd Debt Service (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Non-amortizing Losen Print - Lender 1 Non-amortizing Losen Print - Lender 2 Deferred Developer Fee (Enter amt e-s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due  Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Amount Due  Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Due  Total Non-MOHCD Residual Receipts Debt Service	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541 7,181 0	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	20,440 2,000 22,440 68,898 35,623 10,308 22,966	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Fidden cc 21,155 2,000  23,155 99,886	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,000 47,820 47,820 13,838	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 as see each cell recommend of the commend of the comm
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)  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 THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgi fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgi Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgi Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter antl es Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED Does Project have a MOHCO Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHCO RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Proposed MOHCO Residual Receipts Due Lender 4 Residual Receipts Due Lender 4 Residual Receipts Due Total Non-MOHCO Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Uses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	20,440 	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 enns. 70 update/de 21,896 2,000 23,896 92,486 47,820 47,820 13,838 13,838 30,829 30,829	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 20,125 3,68 are each cell ra 22,662 2,000 24,662 84,463 43,671 43,671 - 12,637 12,637 28,154 29,154
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)  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 THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgit fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgi Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter anti-ex Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHEO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHEO Does Project have a MOHCO Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHCO RESIDUAL RECEIPTS DEBT SERVICE  MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHCO RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHCO RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Due Total Non-MOHCO Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Uses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Depoits	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	20,440 2,000 22,440 68,898 35,623 10,308 22,966	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Fridden cc 21,155 2,000  23,155 99,886  51,646 51,646 - 14,945 - 14,945 33,295 33,295	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,000 47,820 47,820 13,838	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 as see each cell recommend of the commend of the comm
Hard Debt - Third Lender (Other HCID Program, or other 3rd Lender) Hard Debt - Equith 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 THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgit fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mgi Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter anti-ex Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED Does Project have a MOHCO Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Juses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Vertices Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Withdrawals (ideally tied to CNA)	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181 6,541 6,541	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3,24 2,200 2,000 - - - - 22,440 68,898 35,623 10,308 2,000 10,000	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 enrie. 70 update/de 21,896 2,000 23,896 92,486 47,820 47,820 13,838 30,829 30,829 30,829	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 109,125 98,102 21,662 22,662 2,000 24,662 84,463 43,671 43,671
Hard Debt - Third Lender (Other HCID 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/mon-LOSP (residual income) 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 Mgil fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgil Fee") (see policy for limits) Unestor Service Fee (aka "LP Asset Mgil Fee") (see policy for limits) Other Payments Mon-amerizing Loan Print - Lender 1 Non-amerizing Loan Print - Lender 2 Deferred Developer Fee (Enter antl ex Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED Does Project have a MOHCO Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Residual Ground Lease NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount To Residual Ground Lease NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount To Residual Ground Lease NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Due Total Non-MOHOD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Luses Final Balance (should be zero)  REMAINDER Reserve Depoids Replacement Reserve Veithirdrawals (ideally tied to CNA) Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest  **Remaining**  **Rema	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Enter comments ne: annual increase, etc.  Poer MOHCD policy  per MOHCD policy  Proposed Total MOHCD Amt Due less Loan  Repayment  Allocation per pro rata share of all soft debt  Allocation per pro rata share of all soft debt	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 23,041 24,000 21,155 2,000 21,155 2,000 23,185 99,886 51,646 51,646 - 14,945 33,295 - 759,182	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,000 92,486 47,820 47,820 13,838 13,838 30,829	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 rate each cell recommend rec
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)  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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgr fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt .es Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD Residual Receipts and Receipts Amount to Loan Repayment MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Toue 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 Varing Balance OPERATING RESERVE - RUNNING BALANCE Replacement Reserve Uniterest  RR Running Balance OPERATING RESERVE - RUNNING BALANCE	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	DSCR:  Der MOHCD policy  per M	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Fridden cc 21,155 2,000  23,155 99,886  51,646 51,646 14,945 33,295 33,295 759,182 81,600	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,486 47,820 47,820 13,838 13,838 30,829 30,829 13,838 92,486	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 as see each cell are 22,662 2,000 24,662 84,463 43,671 43,671
Hard Debt - Third Lender (Other HCID Program, or other 3rd Lender) Hard Debt - Fourth Lender  Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CCASH 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 BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgl fee (uncommon in new projects, see policy) Partnership Manaagement Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Unestor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Other Payments Non-amortizing Loan Prmit - Lender 1 Non-amortizing Loan Prmit - Lender 7 Deferred Developer Fee (Enter amt es Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS and Proposed MOHOD Residual Receipts Amount to Loan Repayment Proposed MOHOD Residual Receipts Amount to Loan Repayment Proposed MOHOD Residual Receipts Amount to Loan Repayment Proposed MOHOD Residual Receipts Amount to Residual Ground Lease NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE  MOHOD Residual Receipts Due Total Non-MOHOD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Incentive Management Fee Other Distributions/Incentive Management Fee  Replacement Reserve Starting Balance  OPERATING RESERVE - RUNNING BALANCE  Replacement Reserve Deposits  RR Running Balance  OPERATING RESERVE - RUNNING BALANCE  OPERATING RESERVE - RUNNING BALANCE	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	DSCR:  Der MOHCD policy  per M	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Fidden cc 21,155 2,000  21,155 99,886  51,646 51,646 - 14,945 33,295 33,295 - 759,182 81,600	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 2,000 47,820 47,820 47,820 13,838 13,838 30,829 30,829 30,829 922,382	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,688 ate each cell rat  22,662 2,000  24,662 84,463  43,671 43,671 12,637 12,637 28,154 28,154 922,382 81,600 1,003,982
Hard Debt - Third Lender (Other HCID 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 income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgl fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgl Fee") (see policy for limits) Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt e-s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD Residual Receipts and Proposed MCD Residual Receipt Colligation?  MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MCHCD Residual Receipts Amount to Loan Repayment Proposed MCHCD Residual Receipts Amount to Loan Repayment Proposed MCHCD Residual Receipts Amount Due Lender 3 Residual Receipts 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/Incentive Management Fee  Replacement Reserve Starting Balance OPERATING RESERVE - RUNNING BALANCE Replacement Reserve Interest  RR Running Balance OPERATING Reserve Uniformals	3.5% 3.5% OHCD)	Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%	DSCR:  Der MOHCD policy  per M	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000  21,155 99,886  51,846 51,846	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.866 21,896 2,000 21,896 2,000 47,820 47,820 47,820 13,838 13,838 30,829 30,829 30,829 14,750 922,382 840,782 8585,766 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,688 ate each cell ris 22,662 2,000  24,662 84,463  43,671 43,671 12,637 12,637 28,154 29,154 21,000,516 14,750
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)  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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mg1 fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mg1 Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mg1 Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mg1 Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt e-s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD Residual Receipts and Receipts Amount to Loan Repayment MOHCD REsidual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MCDH Residual Receipts Due Lender 5 Residual Receipts Due Lender 6 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/Inc	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR:  Der MOHCD policy  per M	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3,24 - 20,040 2,000 - - - - 22,440 68,898 35,623 10,308 2,966 22,966 22,966 22,966 22,966 55,562	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.02 21,155 2,000  21,155 2,000  23,155 99,886  51,646 51,646 14,945 33,295 33,295 759,182 840,782 \$6,182 571,016	(22,940)  30,586 7,647  Aumns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 30,829 30,829 56,782 56,782	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 2,682 2,662 2,000 24,662 84,463 43,671 43,671 43,671 12,637 28,154 28,154 28,154 28,154 1,003,982 57,382 600,516
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)  Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income) AVAILABLE CASH FLOW  USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgr fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgr Fee') (see policy for limits) Investor Service Fee (aka "LP Asset Mgr Fee') (see policy for limits) Investor Service Fee (aka "LP Asset Mgr Fee') (see policy for limits) Investor Service Fee (aka "LP Asset Mgr Fee') (see policy for limits) Investor Service Fee (aka "LP Asset Mgr Fee') (see policy for limits) Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt e- Max Fee from row 131) TOTAL PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD Residual Receipts apilt for all years - Lender/Owner  MOHCD REsidual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service  REMANDER (Should be zero unless there are distributions below) Owner Distributions/Juses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance  OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE Interest  OR Running Balance  OTHER REQUIRED RESERVE 1 - RUNNING BALANCE OTHER REGUIRED RESERVE 1 - RUNNING BALANCE	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 ate each cell re 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 28,154 28,154 28,154 1,003,982 57,362 600,516 14,750
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Eventh 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 USES OF CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgr fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Univestor Service Fee (aka "LP Asset Mgr fee") (see policy for limits) Univestor Service Fee (aka "LP Asset Mgr fee") (see policy for limits) Univestor Service Fee (aka "LP Asset Mgr fee") (see policy for limits) Univestor Service Fee (aka "LP Asset Mgr fee") (see policy for limits) University of the Service Fee (aka "LP Asset Mgr fee") (see policy for limits) University of the Service Fee (aka "LP Asset Mgr fee") (see policy for limits) University of the Service Fee (aka "LP Asset Mgr fee") (see policy for limits) University of the Service Fee (aka "LP Asset Mgr fee") (see policy for limits) University of the Service Individual Receipts Cash FLOW minus PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCHOD Residual Receipts Amount Due Proposed MOHED Residual Receipts Amount to Loan Repayment  MOHED RESIDUAL RECEIPTS DEBT SERVICE  MOHED Residual Receipts Amount to Loan Repayment Proposed MOHED Residual Receipts Amount to Loan Repayment Proposed MOHED Residual Receipts Due Lender 6 Residual Receipts Due Lender 6 Residual Receipts Due Lender 7 Residual Receipts Due Lender 7 Residual Receipts Due Lender 6 Residual Receipts Due Lender 7 Residual Receipts Due Lender 7 Residual Receipts Due Contender Reserve Visit Marawals (deally tied to CNA) Replacement Reserve Visit Marawals (De	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 3,68 ate each cell re 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 28,154 28,154 28,154 1,003,982 57,362 600,516 14,750
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) Commercial Orby 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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mg1 fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mg1 Fee") (see policy for limits) Other Payments Non-amortizing Loan Prmst - Lender 1 Non-amortizing Loan Prmst - Lender 2 Deferred Developer Fee (Enter amt .e- Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD Dess Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts apili for all years - Lender/Owner  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  MOHCD Residual Receipts Due Lender 5 Residual Receipts Due Lender 1 Reserve Barting Balance Total Mon-MOHCD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Livensurfus Balance Replacement Reserve Deposits Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Deposits Replacement Reserve Vindrawals Operating Reserve Vindrawals Other Reserve Vindrawals Operating Reserve Vindrawals Other Reserve Vindrawals	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 2,662 2,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637
Hard Debt - Third Lender (Other HCID Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CCASH 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 BELLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgif tee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgif Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgif Fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mgif Fee") (see policy for limits) Non-amortizing Loan Prmt - Lender 1 Non-amortizing Loan Prmt - Lender 2 Deferred Developer Fee (Enter amt e-s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCO- DRESIDUAL RECEIPTS CASH FLOW minus PAYMENTS PRECEDING MCO- DRESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MCD Residual Receipts Due Lender 5 Residual Receipts Due Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt Service  REMANDER (Should be zero unless there are distributions below) Owner Distributions/Lesse Final Balance (should be zero unless there are distributions below) Owner Distributions/Lesse Final Balance (should be zero unless there are distributions below) Owner Distributions/Lesse Final Balance (should be	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 109,125 98,102 23,662 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 12,637 28,154 28,154 11,003,982 57,382 600,516 14,750 615,266
Hard Debt - Third Lender (Other HCID 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 income) AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgif fee (uncommon in new projects, see policy) Partnership Manaagement Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mgif Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt es Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD Residual Receipts Annount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHOD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHOD Residual Receipts Due Lender 5 Residual Receipts Due Lender 1 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/Incentive Manageme	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4,022 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 109,125 98,102 23,662 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 12,637 28,154 28,154 11,003,982 57,382 600,516 14,750 615,266
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)  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 THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Fision-the-line' Asset Mgif fee (uncommon in new projects, see policy) Partnership Manaagement Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgif Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt es Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD TESIDUAL RECEIPTS DEBT SERVICE  MOHOD Residual Receipts Due Lender 5 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/Incentive Management Fee  Other Distributions/Incentive Management Fee  Other Distributions/Incentive Management Fee  Other Distributions/Incentive Management Fee  Other Distributions/Incentive Management Fee  Other Distributions/Incentive Management Fee  Other Distribut	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898		(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 109,125 98,102 23,662 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 12,637 28,154 28,154 11,003,982 57,382 600,516 14,750 615,266
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Equit 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 THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgil fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Univestor Service Fee (aka "LP Asset Mgil Fee") (see policy for limits) Univestor Service Fee (aka "LP Asset Mgil Fee") (see policy for limits) Other Payments Non-amerizing Loan Print - Lender 1 Non-amerizing Loan Print - Lender 2 Deferred Developer Fee (Enter antl e-s Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED Residual Receipts Samount Due Proposed MOHED Residual Receipts Amount to Loan Repayment  MOHED RESIDUAL RECEIPTS DEBT SERVICE  MOHED Residual Receipts Amount to Residual Ground Lease NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due Total Non-MOHED Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below)  Owner Distributions/Luses Final Balance (should be zero)  REMAINDER (Should be zero unless there are distributions below)  Proposed MOHED Residual Receipts Debt Service  Other Tesserve Visit (seally tied to CNA)  Replacement Reserve Visit (seally tied to CNA)  Replacement Reserve Visit (seally tied to CNA)  Replacement Reserve Union Balance  Operating Reserve Union Balance  Operating Reserve Union Balance  Operating Reserve Union Balance  Other Reserve 1 Deposits  Other Reserve 1 Deposits  Other Reserve 2 Starting Balance  Other Reserve 1 Deposits  Other Reserve 2 Starting Balance  Other Reserve 2 Starting Balance	3.5% 3.5% OHCD)	74s No 67% / 33%  Dist. Soft Debt Loans 77.56% 22.44% 0.00%	DSCR: Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc.  per MOHCD policy no annual increase Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Enter comments ne: annual increase, etc. Proceed and MOHCD residual recepts policy Proposed Total MOHCD residual recepts policy Proposed Total MOHCD Anti Due less Loan Repayment. Allocation per pro rata share of all soft debt  RR Balance/Unit	13,022 (21,849) 29,030 7,181	27,673 22,468 61,689 84,157 13,699 1,360 15,259 68,898	40,695 91,338 90,720 91,338 3.24 20,440 2,000 	(22,389)  29,799 7,410  - 6,770 640 7,410	44,793 63,323 108,116 - 14,386 1,360 - - - - 15,746	123,041 93,122 123,041 4.02 Note: Hidden cc 21,155 2,000	(22,940)  30,586 7,647  Numns are in be - 7,007 640 7,647	36,224 64,996 101,219 ween total colur - 14,889 1,360 - - - - - 16,249	116,382 95,582 116,382 3.86 21,896 2,000 21,896 92,486 47,820 47,820 47,820 13,838 30,829 30,829 30,829 13,838 56,782 57,660 14,750	13,022 (23,501) 31,393 7,892 elete values in yel - 7,252 640 - - - - - - - - - -	27,008 66,709 93,717 low cells, manipul - 15,410 1,360 - - - - - - - - - - - - -	109,125 98,102 109,125 98,102 109,125 98,102 23,662 22,662 2,000  24,662 84,463  43,671 43,671 43,671 12,637 12,637 12,637 28,154 28,154 11,003,982 57,382 600,516 14,750 615,266

10th and Mission															
Total # Units:	LOSP Units	Non-LOSP Units 92			Year 5			Year 6			Year 7			Year 8	
136	32.00%	68.009			2022			2023			2024			2025	
INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	2.5% n/a	2.5% 2.5%		142,118	1,406,245 138,604	1,548,362 138,604	145,671 -	1,441,401 142,069	1,587,072 142,069	149,312	1,477,436 145,620	1,626,748 145,620	153,045	1,514,372 149,261	1,667,417 149,261
Residential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 2.5%		549,715		549,715 85,528	568,931		568,931 87,666	588,865		588,865 89,858	609,544		609,544 92,104
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%		-		-	-	-	-	-		-	-	-	-
Laundry and Vending Tenant Charges	2.5%	2.5% 2.5%		12,490	26,541	39,031	12,802	27,204	40,007	13,122	27,885	41,007	13,450	28,582	42,032
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5% 2.5%				33,114	-		- 33,942			- 34,791			- 35,661
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable	-			-	-		-				-	
Vacancy Loss - Residential - Tenant Rents	n/a	n/a	Enter formulas manually per relevant MOH	704,323 (7,106)	1,571,389 (70,312)	2,394,354 (77,418)	727,403 (7,284)	1,610,674 (72,070)	2,459,686 (79,354)	751,299 (7,466)	1,650,941 (73,872)	2,526,889 (81,337)	776,039 (7,652)	1,692,214 (75,719)	2,596,018 (83,371)
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a	n/a n/a	policy; annual incrementing usually not appropriate		(6,930)	(6,930) (4,276)	-	(7,103)	(7,103) (4,383)		(7,281)	(7,281) (4,493)	-	(7,463)	(7,463) (4,605)
EFFECTIVE GROSS INCOME OPERATING EXPENSES				697,217	1,494,147	2,305,730	720,120	1,531,501	2,368,845	743,834	1,569,788	2,433,777	768,387	1,609,033	2,500,579
Management	1		1st Year to be set according to HUD												
Management Fee Asset Management Fee	3.5% 3.5%	3.5% 3.5%	schedule. per MOHCD policy	43,748 7,506	92,964 15,950	136,711 23,455	45,279 7,768	96,217 16,508	141,496 24,276	46,864 8.040	99,585 17,086	146,449 25,126	48,504 8,322	103,070 17,684	151,574 26,005
Sub-total Management Expenses Salaries/Benefits	0.070			51,253	108,913	160,167	53,047	112,725	165,773	54,904	116,671	171,575	56,825	120,754	177,580
Office Salaries	3.5%	3.5%		86,924	120,038	206,962	89,966	124,239	214,205	93,115	128,587	221,702	96,374	133,088	229,462
Manager's Salary Health Insurance and Other Benefits	3.5%	3.5%		50,635 46,453	107,600 64,149	158,235 110,602	52,408 48,079	111,366 66,394	163,774 114,473	54,242 49,761	115,264 68,718	169,506 118,480	56,140 51,503	119,298 71,123	175,438 122,627
Other Salaries/Benefits Administrative Rent-Free Unit	3.5% 3.5%	3.5% 3.5%		-	-	-	-		-		-	-	-		-
Sub-total Salaries/Benefits Administration				184,012	291,787	475,799	190,452	302,000	492,452	197,118	312,569	509,688	204,017	323,509	527,527
Advertising and Marketing Office Expenses	3.5% 3.5%	3.5% 3.5%		812 19,159	1,724 40,714	2,536 59,873	840 19,830	1,785 42,139	2,625 61,969	869 20,524	1,847 43,614	2,717 64,138	900 21,242	1,912 45,140	2,812 66,382
Office Rent Legal Expense - Property	3.5% 3.5%	3.5% 3.5%		7,349	7,349	14,698	7,606	7,606	- 15,212	7,872	7,872	- 15,744	- 8,148	- 8,148	16,296
Audit Expense Bookkeeping/Accounting Services	3.5%	3.5% 3.5%		3,738 5,693	7,944 12,098	11,682 17,791	3,869 5,892	8,222 12,521	12,091 18,414	4,004 6,099	8,509 12,960	12,514 19,058	4,145 6,312	8,807 13,413	12,952 19,725
Bad Debts Miscellaneous	3.5% 3.5%	3.5%		3,877	3,877	7,753	4,012	4,012	8,025	4,153	4,153	8,305	4,298	4,298	8,596
Sub-total Administration Expenses Utilities		2.070		40,628	73,705	114,333	42,050	76,285	118,335	43,521	78,955	122,476	45,045	81,718	126,763
Electricity	3.5%	3.5%		18,128	38,522	56,650	18,762	39,870	58,632	19,419	41,265	60,684	20,099	42,710	62,808
Water Gas	3.5%	3.5%		30,517 21,021	64,848 44,669	95,365 65,690	31,585 21,756	67,118 46,233	98,702 67,989	32,690 22,518	69,467 47,851	102,157 70,369	33,834 23,306	71,898 49,525	105,732 72,832
Sewer Sub-total Utilities	3.5%	3.5%		46,768 11 <b>6,434</b>	99,383 <b>247,421</b>	146,151 363,855	48,405 120,509	102,861 <b>256,081</b>	151,266 <b>376,590</b>	50,099 <b>124,727</b>	106,461 <b>265,044</b>	156,560 389,770	51,853 <b>129,092</b>	110,187 <b>274,320</b>	162,040 <b>403,412</b>
Taxes and Licenses Real Estate Taxes	3.5%	3.5%	<u> </u>	6,921	14,707	21,629	7,163	15,222	22,386	7,414	15,755	23,169	7,674	16,306	23,980
Payroll Taxes Miscellaneous Taxes, Licenses and Permits	3.5% 3.5%	3.5% 3.5%		12,256 4,394	26,044 9,337	38,299 13,731	12,685 4,548	26,955 9,664	39,640 14,211	13,129 4,707	27,898 10,002	41,027 14,709	13,588 4,872	28,875 10,352	42,463 15,224
Sub-total Taxes and Licenses Insurance				23,571	50,088	73,659	24,396	51,841	76,237	25,250	53,655	78,905	26,133	55,533	81,667
Property and Liability Insurance Fidelity Bond Insurance	3.5% 3.5%	3.5% 3.5%		39,736	84,438	124,174	41,126	87,394	128,520	42,566	90,452	133,018	44,056	93,618	137,674
Worker's Compensation	3.5%	3.5%		10,092	21,446	31,538	10,445	22,196	32,642	10,811	22,973	33,784	11,189	23,777	34,967
Director's & Officers' Liability Insurance  Sub-total Insurance	3.5%	3.5%		49,828	105,884	155,712	51,572	109,590	161,162	53,377	113,425	166,802	- 55,245	117,395	172,640
Maintenance & Repair Payroll	3.5%	3.5%		65,107	138,353	203,460	67,386	143,195	210,582	69,745	148,207	217,952	72,186	153,395	225,580
Supplies Contracts	3.5%	3.5% 3.5%		7,960 62,542	16,915 132,903	24,875 195,445	8,239 64,731	17,507 137,554	25,746 202,286	8,527 66,997	18,120 142,369	26,647 209,366	8,825 69,342	18,754 147,351	27,579 216,693
Garbage and Trash Removal Security Payroll/Contract	3.5% 3.5%	3.5% 3.5%		28,205 32,447	59,936 32,447	88,141 64,894	29,192 33,583	62,034 33,583	91,226 67,165	30,214 34,758	64,205 34,758	94,419 69,516	31,272 35,975	66,452 35,975	97,724 71,949
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	3.5% 3.5%	3.5% 3.5%		9,048	19,227	28,275	9,365	19,900	29,265	9,693	20,597	30,289	10,032	21,318	31,349
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5%	3.5%		205,310	399,781	605,091	- 212,496	413,773	626,269	219,933	428,255	- 648,189	227,631	443,244	670,875
Supportive Services	3.5%	3.5%		-	92,663	92,663	-	95,907	95,907	-	99,263	99,263	-	102,737	102,737
Commercial Expenses						6,167			6,383			6,606			6,837
TOTAL OPERATING EXPENSES  PUPA (w/o Reserves/GL Base Rent/Bond Fees)				671,035	1,370,243	2,047,445	694,521	1,418,201	2,119,106	718,830	1,467,838	2,193,274	743,989	1,519,213	2,270,039
Reserves/Ground Lease Base Rent/Bond Fees	1			ther than draggin	g across multiple of	ells.	6 400	12 600	20,000	6.400	12.600	20,000	6 400	12.600	20,000
Bond Monitoring Fee				-	-	-	-	- 55,000	20,000	-		20,000	-		20,000
Replacement Reserve Deposit Operating Reserve Deposit				26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit				-	-	-	-		-	- :		-	-		-
Required Reserve Deposit/s, Commercial  Sub-total Reserves/Ground Lease Base Rent/Bond Fees				2,405 <b>37,232</b>	5,111 <b>79,118</b>	7,516 116,350	2,405 <b>37,232</b>	5,111 <b>79,118</b>	7,516 <b>116,350</b>	2,405 37,232	5,111 <b>79,118</b>	7,516 <b>116,350</b>	2,405 <b>37,232</b>	5,111 <b>79,118</b>	7,516 116,350
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees	s)			708,267	1,449,361	2,163,795	731,753	1,497,319	2,235,456	756,062	1,546,956	2,309,624	781,221	1,598,331	2,386,389
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				(11,050)	44,786	141,935	(11,634)	34,181	133,390	(12,228)	22,832	124,153	(12,834)	10,702	114,190
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)	1				g across multiple co	ells.	40.000	07.070	40.005	10.000	07.070	10.005	40.000	07.070	10.005
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.	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673 -	40,695
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.	- :	- 1		-		- :		- 1	- :	- :	- 1	-
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE				13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
CASH FLOW (NOI minus DEBT SERVICE)				(24,073)	17,113	101,240	(24,656)	6,509	92,695	(25,250)	(4,841)	83,458	(25,856)	(16,971)	73,495
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				32,219	68,464	100,683	33,064	70,262	103,326	33,931	72,103	106,033	34,818	73,988	108,806
AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:	8,146	85,578	101,240	8,408	76,770	92,695	8,680	67,262	83,458	8,962	57,018	73,495
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL	,				g across multiple c	3.49 ells.			3.28			3.05			2.81
"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	7,506	15,950	23,455	- 7,768	16,508	24,276	- 8,040	17,086	25,126	- 8,322	- 17,684	26,005
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)  Other Payments			per MOHCD policy no annual increase	640	1,360	2,000	640 -	1,360	2,000	640 -	1,360	2,000	640	1,360	2,000
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 MOHCD				-	47011	25 45-	-	47.000	20.5	-	40.47	27.455		40.000	20.00-
TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MO	OHCD)			<b>8,146</b>	17,310 68,268	25,455 75,784	8,408 (0)	17,868 58,903	26,276 66,419		18,446 48,816	27,126 56,332		19,044 37,974	28,005 45,490
Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?		Yes													
Residual Receipts split for all years Lender/Owner		67% / 33%													
		Diat C -	7	_											
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	1	Dist. Soft Debt Loan	S	т	_	<u> </u>		-	<u> </u>		_			-	-
MOHCD Residual Receipts Amount Due		77.56%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			39,184			34,342			29,126			23,520
Proposed MOHCD Residual Receipts Amount to Loan Repayment		77.50%		1	<u> </u>	39,184			34,342		<u> </u>	29,126		ļ	23,520
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease			Proposed Total MOHCD Amt Due less Loan Repayment	1	L						L				-
NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due	]	22.449	Allocation per pro rata share of all soft debt	Т	_	11,339		Г	9,937		_	8,428		Г	6,806
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due		0.009	6	1	ļ	-		ļ.	-		ļ	-		ļ	-
Total Non-MOHCD Residual Receipts Debt Service	ı	0.00%	-1	_	L	11,339		L	9,937		L	8,428		L	6,806
REMAINDER (Should be zero unless there are distributions below)						25,261			22,140			18,777			15,163
Owner Distributions/Incentive Management Fee Other Distributions/Uses				1		25,261			22,140			18,777			15,163
Final Balance (should be zero)	1		-	4	<u> </u>	-		L			<u> </u>	-		Ļ	-
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance	]			1	_	1,003,982		Г	1,085,582		_	1,167,182		Г	1,248,782
Replacement Reserve Starting Balance Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally tied to CNA)				1		1,003,982 81,600			1,085,582 81,600			1,167,182 81,600			1,248,782 81,600
Replacement Reserve Interest				1	E	4.005.55		E	4.40= 1		E	4.040			4 200 221
RR Running Balance			RR Balance/Unit			1,085,582 \$7,982			1,167,182 \$8,582			1,248,782 \$9,182			1,330,382 \$9,782
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance				1	Г	615,266		Γ	630,016		Г	644,766		Г	659,516
Operating Reserve Deposits Operating Reserve Withdrawals				1		14,750			14,750			14,750			14,750
Operating Reserve Interest  OR Running Balance				1		630,016			644,766			659,516			674,266
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE		OR Balance	as a % of Prior Yr Op Exps + Debt Service			29.5%			29.2%			29.0%			28.7%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits				1	F	-		F	-		F	-		F	-
Other Reserve 1 Withdrawals				1											-
Other Reserve 1 Interest  Other Required Reserve 1 Running Balance	j			<u>.</u>	L	-		L			L				-
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance	]			1	г	- 1		Г			г			Г	
Other Reserve 2 Deposits Other Reserve 2 Withdrawals				1		-			-						-
Other Reserve 2 Vindrawais Other Reserve 2 Interest Other Required Reserve 2 Running Balance	1			1											
Color Reguled Reserve 2 Running Balance						-			-			-			-

10th and Mission		Non-LOSP													
Total # Units: 136	44	Units 92			Year 9 2026			Year 10 2027			Year 11 2028			Year 12 2029	
INCOME	% annual inc LOSP	68.00% % annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total									
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	2.5% n/a n/a	2.5% 2.5% n/a		156,871 - 621,742	1,552,231 152,992	1,709,102 152,992 621,742	160,793 - 643,692	1,591,037 156,817	1,751,830 156,817 643,692	164,813 - 666,461	1,630,813 160,738	1,795,626 160,738 666,461	168,933 - 690,079	1,671,583 164,756	1,840,516 164,756 690,079
Commercial Space Residential Parking	n/a 2.5%	2.5% 2.5%		021,742	-	94,407	643,692		96,767	-		99,186	- 690,079		101,666
Miscellaneous Rent Income Supportive Services Income Interest Income - Project Operations	2.5% 2.5% 2.5%	2.5% 2.5% 2.5%		-	-	-	-	-		:	-	-	-	-	-
Laundry and Vending Tenant Charges	2.5% 2.5%	2.5% 2.5%		13,786	29,296	43,083	14,131	30,029	44,160 -	14,484	30,779	45,264 -	14,847	31,549	46,395
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5% 2.5%	Link from Reserve Section below, as	-	-	36,552		-	37,466	•	-	38,403	-		39,363
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	792,400 (7,844)	1,734,520 (77,612)	2,657,878 (85,455)	818,616 (8,040)	1,777,883 (79,552)	2,730,732 (87,592)	845,758 (8,241)	1,822,330 (81,541)	2,805,677 (89,781)	873,859 (8,447)	1,867,888 (83,579)	2,882,775
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	784,556	(7,650) 1,649,259	(7,650) (4,720) 2,560,053	810,576	(7,841) 1,690,490	(7,841) (4,838) 2,630,461	837,518	(8,037) 1,732,752	(8,037) (4,959) 2,702,899	865,412	(8,238) 1,776,071	(8,238) (5,083) 2,777,428
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	50,201 8,613	106,678 18,303	156,879 26,916	51,958 8,914	110,412 18,943	162,370 27,858	53,777 9,226	114,276 19,606	168,053 28,833	55,659 9,549	118,276 20,292	173,935 29,842
Sub-total Management Expenses Salaries/Benefits Office Salaries	3.5%	3.5%		<b>58,814</b> 99,747	<b>124,981</b> 137,746	183,795 237,493	60,873 103,238	<b>129,355</b>	190,228 245,805	106,852	133,882 147,557	196,886 254,409	<b>65,209</b> 110,591	<b>138,568</b> 152,721	<b>203,777</b> 263,313
Manager's Salary Health Insurance and Other Benefits	3.5% 3.5%	3.5% 3.5%		58,105 53,306	123,474 73,613	181,579 126,918	60,139 55,171	127,795 76,189	187,934 131,361	62,244 57,102	132,268 78,856	194,512 135,958	64,422 59,101	136,897 81,616	201,320 140,717
Other Salaries/Benefits Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5% 3.5%		211,158	334,832	- - 545,990	218,549	- - 346,551	- - 565,100	226,198	358,681	- - 584,878	234,115	- - 371,234	605,349
Administration Advertising and Marketing	3.5%	3.5% 3.5%		931	1,979	2,910	964	2,048	3,012	998	2,120	3,117	1,032	2,194	3,227
Office Expenses Office Rent Legal Expense - Property	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		21,986 - 8,433	46,720 - 8,433	68,706 - 16,866	22,755 - 8,728	48,355 - 8,728	71,111 - 17,456	23,552 - 9,034	50,048 - 9,034	73,599 - 18,067	24,376 - 9,350	51,799 - 9,350	76,175 - 18,699
Audit Expense Bookkeeping/Accounting Services	3.5%	3.5% 3.5%		4,290 6,533	9,115 13,883	13,405 20,416	4,440 6,762	9,435 14,369	13,874 21,130	4,595 6,998	9,765 14,872	14,360 21,870	4,756 7,243	10,106 15,392	14,862 22,635
Bad Debts Miscellaneous Sub-total Administration Expenses	3.5% 3.5%	3.5% 3.5%		4,448 - 46,621	4,448 - 84,579	8,897 - 131,200	4,604 - 48,253	4,604 - 87,539	9,208 - 135,792	4,765 - 49,942	4,765 - 90,603	9,531 - 140,544	4,932 - 51,690	4,932 - 93,774	9,864 - 145,464
Utilities  Electricity  Water	3.5% 3.5%	3.5% 3.5%		20,802 35,019	44,205 74,415	65,007 109,433	21,530 36,244	45,752 77,019	67,282 113,263	22,284 37,513	47,353 79,715	69,637 117,227	23,064 38,826	49,010 82,505	72,074 121,330
Gas Sewer	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		24,122 53,668	51,259 114,044	75,381 167,711	24,966 55,546	53,053 118,035	78,019 173,581	25,840 57,490	54,910 122,166	80,750 179,657	26,744 59,502	56,832 126,442	83,576 185,945
Sub-total Utilities Taxes and Licenses Real Estate Taxes	3.5%	3.5%		133,610 7.942	283,922 16.877	417,532 24.819	138,287 8.220	293,859 17.468	<b>432,145</b> 25.688	143,127 8.508	<b>304,144</b> 18.079	<b>447,270</b> 26,587	148,136 8.806	314,789 18.712	<b>462,925</b> 27.518
Payroll Taxes Miscellaneous Taxes, Licenses and Permits	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		14,064 5,042	29,886 10,714	43,949 15,756	14,556 5,219	30,932 11,089	45,488 16,308	15,065 5,401	32,014 11,478	47,080 16,879	15,593 5,590	33,135 11,879	48,727 17,469
Sub-total Taxes and Licenses Insurance Property and Liability Insurance	3.5%	3.5%		<b>27,048</b> 45,598	<b>57,477</b> 96,895	<b>84,525</b> 142,492	<b>27,995</b> 47,193	<b>59,489</b> 100,286	87,483 147,480	<b>28,975</b> 48,845	<b>61,571</b> 103,796	90,545 152,641	<b>29,989</b> 50,555	<b>63,726</b> 107,429	93,714 157,984
Fidelity Bond Insurance Worker's Compensation	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		11,581	24,609	36,190	11,986	25,471	37,457	12,406	26,362	38,768	12,840	27,285	40,125
Director's & Officers' Liability Insurance  Sub-total Insurance Maintenance & Repair	3.5%	3.5%		57,178	121,504	178,683	59,180	125,757	184,937	61,251	130,158	191,409	63,395	134,714	198,109
Payroll Supplies	3.5%	3.5% 3.5%		74,712 9,134	158,763 19,410	233,476 28,545	77,327 9,454	164,320 20,090	241,647 29,544	9,785	170,071 20,793	250,105 30,578	82,835 10,127	176,024 21,521	258,858 31,648
Contracts Garbage and Trash Removal Security Payroll/Contract	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		71,769 32,366 37,234	152,509 68,778 37,234	224,278 101,144 74,467	74,281 33,499 38,537	157,847 71,185 38,537	232,127 104,684 77,074	76,881 34,671 39,886	163,371 73,677 39,886	240,252 108,348 79,771	79,571 35,885 41,282	169,089 76,256 41,282	248,661 112,140 82,563
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%		10,383	22,064	32,446	10,746	22,836	33,582	11,122	23,635	34,757	11,512	24,462	35,974
Sub-total Maintenance & Repair Expenses Supportive Services	3.5%	3.5%		235,598	<b>458,758</b> 106,333	<b>694,356</b> 106,333	243,844	<b>474,814</b> 110,055	718,658 110,055	252,378	<b>491,433</b> 113,907	<b>743,811</b> 113,907	261,212	508,633 117,894	<b>769,845</b> 117,894
Commercial Expenses  TOTAL OPERATING EXPENSES	3.376	3.376				7,077			7,324			7,581			7,846
PUPA (w/o Reserves/GL Base Rent/Bond Fees) Reserves/Ground Lease Base Rent/Bond Fees				770,028	1,572,385	2,349,490	796,979	1,627,419	2,431,722	824,874	1,684,378	2,516,833	853,744	1,743,332	2,604,922
Ground Lease Base Rent Bond Monitoring Fee				6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000
Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit				26,112 4,720 -	55,488 10,030 -	81,600 14,750 -	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720 -	55,488 10,030	81,600 14,750 -	26,112 4,720 -	55,488 10,030	81,600 14,750 -
Other Required Reserve 2 Deposit Required Reserve Deposity, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees	}			2,405 37,232	5,111 <b>79,118</b>	7,516 116,350	2,405 37,232	5,111 <b>79,118</b>	7,516 116,350	2,405 37,232	5,111 <b>79,118</b>	7,516 116,350	2,405 37,232	5,111 79,118	7,516 116,350
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fee				807,260	1,651,503	2,465,840	834,211	1,706,537	2,548,072	862,106	1,763,496	2,633,183	890,976	1,822,450	2,721,272
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				(22,704)	(2,245)	94,213	(23,635)	(16,047)	82,389	(24,588)	(30,744)	69,717	(25,564)	(46,378)	56,156
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 Lende	r)		Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender	ĺ		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	:	-	:		:	:	:	:	- :	-	:	-
Commercial Hard Debt Service  TOTAL HARD DEBT SERVICE  CARLET ON (NO) minus DEBT SERVICES	]			13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cash Flow  Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				(35,727) 35,727	(29,917) 75,919	53,518 111,646	(36,657) 36,657	( <b>43,719</b> ) 77,897	41,694 114,554	37,610	(58,417) 79,922	29,022 117,532	(38,587) 38,587	(74,051) 81,996	15,461 120,583
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:	(0)	46,002	53,518 2.32	-	34,178	41,694 2.02	0	21,506	29,022 1.71	-	7,945	15,461 1.38
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		-			-					-		
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 per MOHCD policy no annual increase		-		-	-		- :	-	-	-		-
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 MOHCD  DESIREM DESCRIPTS (CANUS ON Figure DAYMENTS PRECEDING MOHCD)	nice.												-		
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING M Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?	UHCD)	Yes No		(0)	46,002	53,518		34,178	41,694	0	21,506	29,022	-	7,945	15,461
Will Project Deter Developer Fee? Residual Receipts split for all years Lender/Owner		67% / 33%		]											
MOHCD RESIDUAL RECEIPTS DEBT SERVICE		Dist. Soft Debt Loans	]									-			
MOHCD Residual Receipts Amount Due	]	77.56%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy			27,671			21,558			15,006		Ī	7,994
Proposed MOHCD Residual Receipts Amount to Loan Repayment	1	.7.50%	Proposed Total MOHCD Amt Due less Loan	†		27,671			21,558			15,006		ļ	
Proposed MOHCD Residual Receipts Amount to Residual Ground Lease  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Besidual Residual Amount Due	1	90.440	Repayment	I T			1	l	-		l			_	7,994
HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due	1	22.44% 0.00% 0.00%	Allocation per pro rata share of all soft debt	1		8,007 - -			6,238			4,342		F	2,313
Total Non-MOHCD Residual Receipts Debt Service	=			-	L	8,007	•	ı	6,238		ı	4,342		L	2,313
REMAINDER (Should be zero unless there are distributions below)  Owner Distributions/Incentive Management Fee	1				[	<b>17,839</b> 17,839		[	<b>13,898</b> 13,898		[	<b>9,674</b> 9,674			<b>5,154</b> 5,154
Other Distributions/Uses Final Balance (should be zero)	1			1	ļ	-	1	ļ	-		ļ	-		Ļ	-
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits	}				ſ	1,330,382 81,600		[	1,411,982 81,600		[	1,493,582 81,600		F	1,575,182 81,600
Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest	}			]		-			-			-			-
RR Running Balance OPERATING RESERVE - RUNNING BALANCE			RR Balance/Unit			1,411,982 \$10,382			1,493,582 \$10,982			1,575,182 \$11,582			1,656,782 \$12,182
Operating Reserve Starting Balance Operating Reserve Deposits						674,266 14,750			689,016 14,750			703,766 14,750		Į.	718,516 14,750
Operating Reserve Withdrawals Operating Reserve Interest  OR Running Balance	1					689,016			703,766			718,516		ŀ	733,266
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance	1	OR Balance a	s a % of Prior Yr Op Exps + Debt Service	1	ſ	28.4%	Ì	ſ	28.1%		ſ	27.8%		г	27.4%
Other Reserve 1 Deposits Other Reserve 1 Withdrawals	1								-			-			-
Other Reserve 1 Interest Other Required Reserve 1 Running Balance	J			J			1					-			-
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance Other Reserve 2 Deposits	1			-	F	-		[			[	-		F	-
Other Reserve 2 Withdrawals Other Reserve 2 Interest	1			1											
Other Required Reserve 2 Running Balance						-			-			-			-

		Non-LOSP													
Total # Units: 136	LOSP Units	Units 92			Year 13			Year 14			Year 15			Year 16	
136	32.00%	68.00%			2030			2031			2032			2033	
INCOME	% annual inc LOSP	% annual increase	Comments (related to annual inc assumptions)		non-LOSP	Total		non-LOSP	Total		non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP)	2.5% n/a	2.5% 2.5%		173,157	1,713,373 168,875	1,886,529 168,875	177,486	1,756,207 173,097	1,933,693 173,097	181,923	1,800,112 177,424	1,982,035 177,424	186,471	1,845,115 181,860	2,031,586 181,860
Residential - LOSP Tenant Assistance Payments Commercial Space	n/a n/a	n/a 2.5%		714,577		714,577 104,207	739,987		739,987 106,813	766,343		766,343 109,483	793,678		793,678 112,220
Residential Parking Miscellaneous Rent Income	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%		15,218	32,338	47,555	15,598	33,146	48,744	15,988	33,975	49,963	16,388	34,824	51,212
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5%		-	-	- 40,347	-		- 41,355	-		- 42,389			43,449
Withdrawal from Capitalized Reserve (deposit to operating account)	n/a	n/a	Link from Reserve Section below, as applicable			40,047		-	41,000	-		42,000	-		40,440
Gross Potential Income Vacancy Loss - Residential - Tenant Rents		n/a	Enter formulas manually per relevant MOH	902,951	1,914,585	2,962,091 (94,326)	933,071	1,962,450 (87,810)	3,043,689 (96,685)	964,253 (9.096)	2,011,511 (90,006)	3,127,637 (99,102)	996,537	2,061,799 (92,256)	3,214,005 (101,579)
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	n/a n/a	n/a n/a	policy, annual incrementing usually not appropriate	-	(8,444)	(8,444) (5,210)	- (0,074)	(8,655)	(8,655)	(9,090)	(8,871)	(8,871)	(9,324)	(9,093)	(9,093) (5,611)
EFFECTIVE GROSS INCOME		1		894,293	1,820,473	2,854,110	924,196	1,865,985	2,933,008	955,157	1,912,634	3,014,190	987,213	1,960,450	3,097,721
OPERATING EXPENSES Management															
Management Fee	3.5%	3.5%	1st Year to be set according to HUD schedule.	57,607	122,415	180,023	59,624	126,700	186,323	61,710	131,134	192,845	63,870	135,724	199,594
Asset Management Fee Sub-total Management Expenses	3.5%	3.5%	per MOHCD policy	9,884 <b>67,49</b> 1	21,003 143,418	30,886 210,909	10,230 <b>69,853</b>	21,738 148,438	31,967 218,291	10,588 <b>72,298</b>	22,499 153,633	33,086 225,931	10,958 <b>74,828</b>	23,286 159,010	34,244 233,838
Salaries/Benefits Office Salaries	3.5%	3.5%		114,462	158,067	272,529	118,468	163,599	282,067	122,615	169,325	291,940	126,906	175,251	302,158
Manager's Salary Health Insurance and Other Benefits	3.5% 3.5%	3.5%		66,677 61,170	141,689 84,472	208,366 145,642	69,011 63,311	146,648 87.429	215,659 150,739	71,426 65,526	151,781 90,489	223,207 156,015	73,926 67,820	157,093 93,656	231,019 161,476
Other Salaries/Benefits Administrative Rent-Free Unit	3.5%	3.5%			-	143,042			130,739	-	30,403	130,013		30,000	-
Sub-total Salaries/Benefits	3.376	3.3%		242,309	384,228	626,536	250,790	397,676	648,465	259,567	411,594	671,161	268,652	426,000	694,652
Administration Advertising and Marketing	3.5%	3.5%		1,069	2,271	3,339	1,106	2,350	3,456	1,145	2,433	3,577	1,185	2,518	3,703
Office Expenses Office Rent	3.5% 3.5%	3.5% 3.5%		25,229	53,612	78,842	26,112	55,489 -	81,601	27,026	57,431 -	84,457	27,972	59,441 -	87,413
Legal Expense - Property Audit Expense	3.5% 3.5%	3.5% 3.5%		9,677 4,922	9,677 10.460	19,354 15,383	10,016 5,095	10,016 10,826	20,031 15,921	10,366 5,273	10,366 11,205	20,732 16,478	10,729 5.458	10,729 11,597	21,458 17.055
Bookkeeping/Accounting Services	3.5%	3.5%		7,497	15,931	23,428	7,759	16,488	24,248	8,031	17,065	25,096	8,312	17,663	25,975
Bad Debts Miscellaneous	3.5% 3.5%	3.5%		5,105 -	5,105	10,210	5,283	5,283	10,567	5,468	5,468	10,937	5,660	5,660	11,319
Sub-total Administration Expenses Utilities				53,499	97,056	150,555	55,371	100,453	155,824	57,309	103,969	161,278	59,315	107,607	166,923
Electricity Water	3.5%	3.5%		23,871 40,185	50,726	74,597	24,706 41.591	52,501	77,208	25,571 43.047	54,339 91,474	79,910	26,466 44,553	56,240	82,707
Gas	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		27,680	85,392 58,821	125,577 86,501	28,649	88,381 60,879	129,972 89,529	29,652	63,010	134,521 92,662	30,690	94,676 65,216	139,229 95,905
Sewer Sub-total Utilities		3.5%		61,585 <b>153,321</b>	130,868 <b>325,807</b>	192,453 479,127	63,740 158,687	135,448 <b>337,210</b>	199,188 <b>495,897</b>	65,971 <b>164,241</b>	140,189 <b>349,012</b>	206,160 513,253	68,280 <b>169,989</b>	145,095 <b>361,228</b>	213,376 <b>531,217</b>
Taxes and Licenses Real Estate Taxes	3.5%	3.5%		9,114	19,367	28,481	9,433	20,045	29,477	9,763	20,746	30,509	10,105	21,472	31,577
Payroll Taxes	3.5%	3.5%		16,139	34,294	50,433	16,703	35,495	52,198	17,288	36,737	54,025	17,893	38,023	55,916
Miscellaneous Taxes, Licenses and Permits  Sub-total Taxes and Licenses		3.3%		5,786 <b>31,038</b>	12,295 <b>65,956</b>	18,081 <b>96,994</b>	5,988 <b>32,125</b>	12,725 <b>68,265</b>	18,714 100,389	6,198 <b>33,249</b>	13,171 <b>70,654</b>	19,369 103,903	6,415 <b>34,413</b>	13,632 <b>73,127</b>	20,047 <b>107,539</b>
Insurance Property and Liability Insurance	3.5%	3.5%		52,324	111,189	163,513	54,156	115,081	169,236	56,051	119,108	175,159	58,013	123,277	181,290
Fidelity Bond Insurance Worker's Compensation	3.5%	3.5%		13,289	28,240	41,529	13,755	29,228	42,983	14,236	30,251	44,487	14,734	31,310	46,044
Director's & Officers' Liability Insurance	3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Insurance Maintenance & Repair				65,614	139,429	205,042	67,910	144,309	212,219	70,287	149,360	219,647	72,747	154,587	227,334
Payroll Supplies	3.5% 3.5%	3.5% 3.5%		85,734 10,482	182,185 22,274	267,919 32,755	88,735 10,849	188,561 23,053	277,296 33,902	91,840 11,228	195,161 23,860	287,001 35,089	95,055 11,621	201,991 24,695	297,046 36,317
Contracts Garbage and Trash Removal	3.5%	3.5%		82,356 37,141	175,007 78,924	257,364 116,065	85,239 38,441	181,133 81,687	266,371 120,128	88,222 39,786	187,472 84.546	275,694 124,332	91,310 41,179	194,034 87,505	285,344 128,684
Security Payroll/Contract	3.5%	3.5%		42,726	42,726	85,453	44,222	44,222	88,444	45,770	45,770	91,539	47,372	47,372	94,743
HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs	3.5% 3.5%	3.5% 3.5%		11,915	25,319	37,233	12,332	26,205	38,536	12,763	27,122	39,885	13,210	28,071	41,281
Miscellaneous Operating and Maintenance Expenses  Sub-total Maintenance & Repair Expenses	3.5%	3.5%		270,354	526,435	796,789	- 279,816	- 544,860	- 824,677	289,610	563,930	- 853.541	299,746	- 583,668	883,414
Supportive Services	3.5%	3.5%			122,020	122,020	-	126,291	126,291	-	130,711	130,711	-	135,286	135,286
Commercial Expenses						8,121			8,405			8,699			9,004
TOTAL OPERATING EXPENSES  PUPA (w/o Reserves/GL Base Rent/Bond Fees)				883,625	1,804,348	2,696,094	914,552	1,867,500	2,790,457	946,561	1,932,863	2,888,123	979,691	2,000,513	2,989,208
Reserves/Ground Lease Base Rent/Bond Fees	-		1												
Ground Lease Base Rent Bond Monitoring Fee	j			6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000
Replacement Reserve Deposit Operating Reserve Deposit				26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit				:	- :	- :		- :	- :	:	- :	- :	-	:	- :
Required Reserve Deposit/s, Commercial  Sub-total Reserves/Ground Lease Base Rent/Bond Fees	J			2,405	5,111	7,516	2,405	5,111	7,516	2,405 <b>37,232</b>	5,111	7,516 116,350	2,405 37,232	5,111	7,516
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees				37,232 920,857	79,118 1,883,466	116,350 2,812,444	37,232 951,784	79,118 1,946,618	116,350 2,906,807	37,232 983,793	79,118 2,011,981	3,004,473	1,016,923	79,118 2,079,631	116,350 3,105,558
PUPA (w/ Reserves/GL Base Rent/Bond Fees)															
NET OPERATING INCOME (INCOME minus OP EXPENSES)  DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loans)				(26,564)	(62,993)	41,666	(27,588)	(80,634)	26,201	(28,636)	(99,346)	9,716	(29,710)	(119,181)	(7,836)
Hard Debt - First Lender	Į		Enter comments re: annual increase, etc.	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	Ì		Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.	-		-	-	-	-	-		-	-	-	-
Hard Debt - Fourth Lender Commercial Hard Debt Service	-		Enter comments re: annual increase, etc.	-	-			-	-	-		-			
TOTAL HARD DEBT SERVICE				13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
CASH FLOW (NOI minus DEBT SERVICE)				(39,586)	(90,666)	971	(40,610)	(108,306)	(14,494)	(41,658)	(127,019)	(30,979)	(42,732)	(146,853)	
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				39,586	84,121	123,707	40,610	86,296	126,906	41,658	88,524	130,183	42,732	90,806	133,538
	1							(22,010)	(14,494)		(38,495)	(30,979)	-	(56,047)	(48,531) -0.19
AVAILABLE CASH FLOW	1		DSCR	(0)	(6,545)	971	(0)	, ,, ,,	0.64						
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL		0.50	DSCR:	(0)	(6,545)	971 1.02	(0)		0.64		-	0.24			-0.13
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 Mg/ 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	(0)	(6,545) - -		- -	-	0.64	-	-	0.24	-	-	-0.13
AVAILABLE CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD 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	3.5%		per MOHCD policy	(0)	- - - -		- - - -		-	- - - -		-			-
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 Mgr fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "L" Asset Mg Fee") (see policy for limits) Other Payments Non-amortizing Loan Pmnt - Lender 1	3.5%		per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.		(6,545)				0.64			-			-
AVAILABLE CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL 'Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for immits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Lean Prmst - Lender 1 Non-amortizing Lean Prmst - Lender 2 Deletred Developer Fee (Enter amt -= Max Fee from row 131)	3.5%		per MOHCD policy per MOHCD policy per MOHCD policy no annual increase		(6,545)						- - - - - -				-
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgr fee (uncommon in new projects, see policy of Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Pmnt - Lender 1 Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt -= Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD	3.5% 3.5%		per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.			1.02			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL 'Bellow-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for immis) (Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) (Dither Payments Non-amortizing Loan Primt - Lender 1 Non-amortizing Loan Primt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED  Doss Project have a MOHED Residual Receipt Obligation?	3.5% 3.5%	3.5% Yes	per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.						- (14,494)	-		- (30,979)		(56,047)	- (48,531)
AVAILABLE CASH FLOW USES OF CASH FLOW ELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for immiss) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amorizing bean Pmnt - Lender 1 Non-amorizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt -s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Doss Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?	3.5% 3.5%	3.5% Yes	per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.			1.02			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW (This row also shows DSCR.) USES THAT PRECEDE MOHED DEBT SERVICE IN WATERFALL 'Bellow-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for immis) (Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) (Dither Payments Non-amortizing Loan Primt - Lender 1 Non-amortizing Loan Primt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHED  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHED  Doss Project have a MOHED Residual Receipt Obligation?	3.5% 3.5%	3.5% Yes	per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.			1.02			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW ELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for immiss) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amorizing Loan Pmnt - Lender 1 Non-amorizing Loan Pmnt - Lender 2 Defended Developer Fee (Enter amt -s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner	3.5% 3.5%	3.5%  Yes No 67% / 33%  Dist. Soft	per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.			1.02			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW ELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for immiss) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amorizing bean Pmnt - Lender 1 Non-amorizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt -s Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Doss Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee?	3.5% 3.5%	3.5% Yes No 67% / 33%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			1.02			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONCD 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 Nora-amortzing Loan Pmrt - Lender 1 Nora-amortzing Loan Pmrt - Lender 2 Deferred Developer Fee (Enter amt -c Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? 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	per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc.			1.02 			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONCD 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 Payment Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt .e- Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner  MOHCD RESIDUAL RECEIPTS DEBT SERVICE  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment	3.5% 3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Allocation per pro rata share of all soft debt			- 971			-		-	-			
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line? Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt -e Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MCD Doss Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner  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	3.5% 3.5%	Yes No 67% / 33%  Dist. Soft Debt Loans	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Allocation per pro rata share of all soft debt down, and MOHCD residual recepts policy			1.02 			-		-	-			
AVAILABLE CASH FLOW  USES OF CASH FLOW BELOW (This row also shows DSCR.)  USES THAT PRECEDE MONCD 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)  Non-amortizing Lean Print - Lender 1  Non-amortizing Lean Print - Lender 2  Deferred Developer Fee (Enter ant -c Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD  RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD  Residual Receipts split for all years Lender/Owner  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  NOM-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HOM-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HOM-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HOM-MOHCD RESIDUAL RECEIPTS DEBT SERVICE	3.5% 3.5%	78	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc. Allocation per pro rata share of all soft debt toans, and MOHCD residual receipts policy Proposed Total MOHCD Amit Due less Loan			1.02 			-	-	-	-			
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AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line* Asset Mig fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mig Fee") (see policy for limits) Other Payment Install Investor Service Fee (aka "LP Asset Mig Fee") (see policy for limits) Non-amortizing Loan Pmrat - Lender 1 Non-amortizing Loan Pmrat - Lender 2 Defended Developer Fee (Enter amt -s Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Chilgation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHOD Residual Receipts Amount to Loan Repayment Proposed MOHOD Residual Receipts Amount to Residual Ground Lesse NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due Total Non-MOHOD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Juses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Walndrawals (ideally lied to CNA) Replacement Reserve Walndrawals (ideally lied to CNA) Replacement Reserve Valntrers  RR Running Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE	3.5% 3.5%	7 Yes No 67% / 33%  Dist. Soft Debt Loans  77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rata share of all soft debt toans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Repayment Allocation per pro rata share of all soft debt	(0)		1.02			1,738,382 81,600		-	(30,979)			(48,531)  (48,531)
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mg fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka' L'P Asset Mg Fee') (see policy for limits) Other Payments Non-amortzing Loan Pmnt - Lender 1 Non-amortzing Loan Pmnt - Lender 2 Defered Developer Fee (Enter amt -s Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts and Receipts Amount to Loan Repayment  MOHCD RESIDUAL RECEIPTS DEBT SERVICE  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 Amount Due Lender 4 Residual Receipts Due Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Content Distributions/Juses Tinal Balance (should be zero unless there are distributions below) Owner Distributions/Juses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Withdrawals (ideally lied to CNA) Replacement Reserve Withdrawals  OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance OPERATING RESERVE - RUNNING BALANCE Operating Reserve Withdrawals	3.5% 3.5% 3.5%	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531) (48
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 Mig fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mig Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt -s. Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts anount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lese NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HICD Residual Receipts Amount to Residual Ground Lese NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HICD Residual Receipts Due Lender 4 Residual Receipts Due Lender 4 Residual Receipts Due Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Lender 6 Residual Receipts Due Lender 7 Residual Receipts Due REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Juses Final Balance (should be zero)  REMAINDER (Should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Windrawals (Joeanner Reserve Windrawals Operating Reserve Windrawals	3.5% 3.5% 3.5%	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rata share of all soft debt toans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Repayment Allocation per pro rata share of all soft debt	(0)		1.02			1,738,382 81,600 1,819,982 813,382 748,016		-	1,819,982 81,600 1,901,582 513,962 762,766 14,750			1,901,582 61,600 1,983,182 514,562
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mg/ fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Ilinvestor Service Fee (aka "LP Asset Mg/ Fee") (see policy for limits) University Service Fee (aka "LP Asset Mg/ Fee") (see policy for limits) Nora-mortizing Loan Pmrt - Lender 1 Nora-mortizing Loan Pmrt - Lender 2 Deferred Developer Fee (Enter amt -c Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MM Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment 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  REMANDER (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 Vertice Service  OPERATING RESERVE - RUNNING BALANCE Replacement Reserve Vertices Amount Departing Reserve Deposits RR Running Balance  OPERATING RESERVE - RUNNING BALANCE Operating Reserve Deposits Operating Reserve Uniterest  OR Running Balance  OPERATING RESERVE - RUNNING BALANCE	3.5% 3.5% 3.5%	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531)  (48,531)  (48,531)  (48,531)  (48,531)  (48,531)  (48,531)  (48,531)
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL TBelow-the-line' Asset Mgr fee (uncommon in new projects, see policy) Partinership Management Fee (see policy) for limits) Investor Service Fee (aka' LP Asset Mgr fee') (see policy for limits) Investor Service Fee (aka' LP Asset Mgr fee') (see policy for limits) Other Payments Nora-mortizing Loan Pmrt - Lender 1 Nora-mortizing Loan Pmrt - Lender 2 Deferred Developer Fee (Enter amt -c Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Wall Project Defer Developer Fee? Residual Receipts Amount Due  MOHCD 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 Lease NON-MOHCD REsidual Receipts Debt Service  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE  HCD Residual Receipts Due  Total Non-MOHCD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/lincentive Management Fee Other Distributions/lincentive Management Fee  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Starting Balance  OPERATING RESERVE - RUNNING BALANCE Replacement Reserve Interest  OR Running Balance  OPERATING RESERVE - Starting Balance  OPERATING RESERVE - RUNNING BALANCE  OPERATING RESERVE - RUNNING BALANCE  OPERATING RESERVE - Starting Balance  OPERATING RESERVE - Balance  OPERATING RESERVE - Starting Balance  OPER	3.5% 3.5% 3.5%	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531) (48
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line* Asset Mig 16e (uncommon in rew projects, see policy) Partnership Management Fee (see policy) for innis) Other Payments Investor Service Fee (aka "LP Asset Mig Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Defended Developer Fee (Enter amt -c Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Service  MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lese NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Due Lender 4 Residual Receipts Due Content Distributions/Uses Total Non-MOHCD Residual Receipts Debt Service  REMAINDER (Should be zero unless there are distributions below) Owner Distributions/Uses Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Wilhdrawals Operating Reserve Wilhdrawals Operating Reserve Users OPERATING RESERVE - RUNNING BALANCE Other Reserve 1 Starting Balance OTHER RESERVE 1 Deposits	3.5% 3.5% DHCD)	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531) (48
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mig Itee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mig Fee") (see policy for limits) Other Payments Non-amortizing Loan Print - Lender 1 Non-amortizing Loan Print - Lender 2 Deferred Developer Fee (Enter amt -se Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lese NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount to Residual Ground Lese NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Due Lender 4 Residual Receipts Due Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due Lender 5 Residual Receipts Due Cender 6 Residual Receipts Due Cender 7 Residual Receipts Management Fee Other Distributions/Uses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Windrawals Operating Reserve Windrawals Operating Reserve Windrawals Operating Reserve Vindrawals Operating Reserve Vindrawals Operating Reserve 1 Deposits Other Reserve 1 Deposits	3.5% 3.5% DHCD)	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531)  (48,531)  (48,531)  1,901,582 81,600  1,983,182 81,602 777,516 14,750 792,266
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Teldow-the-line' Asset Mgr fee (uncommon in new projects, see policy) Partinership Management Fee (see policy) for limits) Investor Service Fee (aka' "LP Asset Mgr fee") (see policy for limits) Investor Service Fee (aka' "LP Asset Mgr fee") (see policy for limits) Nora-mortizing Loan Pmrt - Lender 1 Nora-mortizing Loan Pmrt - Lender 2 Defered Developer Fee (Enter ant .e- Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MM Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment 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 3 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 unless there are distributions below) Owner Reserve Morting Balance Replacement Reserve Varing Balance Replacement Reserve Varing Balance OPERATING RESERVE - RUNNING BALANCE Replacement Reserve Varing Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - Starting Balance OHER RESERVE 1 Starting Balance OHER RESERVE 2 Deposits Other Reserve 1 Starting Balance OHER RESERVE 2 Deposits Other Reserve 2 Starting Balance OHER RESERVE 2 Deposits Other Reserve 2 Starting Balance OHER RESERVE 2 Deposits	3.5% 3.5% DHCD)	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531)  (48,531)  (48,531)  1,901,582 81,600  1,983,182 81,602 777,516 14,750 792,266
AVAILABLE CASH FLOW USES THAT PRECEDE MONCD DEBT SERVICE IN WATERFALL TBolov-the-line' Asset Mys fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mys fee") (see policy for limits) Investor Service Fee (aka "LP Asset Mys fee") (see policy for limits) Nora-mortizing Loan Pmrt - Lender 1 Nora-mortizing Loan Pmrt - Lender 2 Deferred Developer Fee (Enter amt -c Max Fee from row 131)  TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MM Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment  MOHCD Residual Receipts Amount to Lean Repayment 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 Defender Areasidual 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/Incentive Management Fee Other Distributions/Incentive Management Fee  Other Distributions/Incentive Management Fee Replacement Reserve Estarting Balance Replacement Reserve Estarting Balance Replacement Reserve Underwals  PREPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Interest  OR Running Balance  OHER RESUR - Starting Balance OHER RESUR - Starting Balance OHER RESUR - Starting Balance OHER RESUR - Starting Balance OHER Reserve I Starting Balance OHER Reserve 2 Starting Balance OHER Reserve	3.5% 3.5% DHCD)	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531)  (48,531)  (48,531)  1,901,582 81,600  1,983,182 81,602 777,516 14,750 792,266
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL Below-the-line' Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy) for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Non-amortizing Loan Pmrt - Lender 2 Deferred Developer Fee (Enter am't - Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MC Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? Residual Receipts and Receipts Amount to Loan Repayment  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 Total Non-MOHCD Residual Receipts Debt Service  NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender A Residual Receipts Due Lender A Residual Receipts Due Lender A Residual Receipts Due Lender S Residual Receipts Due Lender S Residual Receipts Due Lender S Residual Receipts Due Lender Reserve Starting Balance Other Distributions/Juses Tintal Balance (should be zero)  REMAINDER (Should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Withdrawals Operating Reserve Uniterest  OR Running Balance  OPERATING RESERVE - RUNNING BALANCE Other Reserve 1 Starting Balance  OTHER RESERVE 1 - RUNNING BALANCE Other Reserve 1 Deposits Other Reserve 2 Deposits	3.5% 3.5% DHCD)	76s No 67% / 33%  Dist. Soft Debt Loans 77.56%  22.44% 0.00%	per MOHCD policy per MOHCD policy per MOHCD policy per MOHCD policy no annual increase.  Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.  Allocation per pro rate share of all soft debt.	(0)		1.02 			(14,494) (14,494) (1,494) (1,494) (1,798,382 (1,798,382 (1,819,982 (1,819,982 (1,4750 (14,750 (14,750) (14,750) (14,750)		-	(30,979)			(48,531)  (48,531)  (48,531)  1,901,582 81,600  1,983,182 81,602 777,516 14,750 792,266

10th and Mission		Non-LOSP													
Total # Units:	44	Units 92			Year 17 2034			Year 18 2035			Year 19 2036			Year 20 2037	
INCOME	% annual inc LOSP	68.00% % annual increase	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments	2.5% n/a n/a	2.5% 2.5% n/a		191,132 - 822,029	1,891,243 186,406	2,082,375 186,406 822,029	195,911 - 851,433	1,938,524 191,067	2,134,435 191,067 851,433	200,809 - 881,928	1,986,987 195,843	2,187,796 195,843 881,928	205,829 - 913,554	2,036,662 200,739	2,242,491 200,739 913,554
Commercial Space Residential Parking	n/a 2.5%	2.5% 2.5%		622,029		115,025	691,433		117,901	- 001,920	-	120,849	913,354		123,870
Miscellaneous Rent Income Supportive Services Income Interest Income - Project Operations	2.5% 2.5% 2.5%	2.5% 2.5% 2.5%		-		- :	-	-			-		-	-	
Laundry and Vending Tenant Charges	2.5% 2.5%	2.5% 2.5%		16,797	35,695	52,492	17,217	36,587	53,804	17,648	37,502	55,150	18,089	38,439 -	56,528
Miscellaneous Residential Income Other Commercial Income	2.5% n/a	2.5%	Link from Reserve Section below, as	-		44,535			45,649		-	46,790			47,960
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	1,029,959 (9,557)	2,113,344 (94,562)	3,302,864 (104,119)	1,064,561 (9,796)	2,166,178 (96,926)	3,394,289 (106,722)	1,100,385 (10,040)	2,220,332 (99,349)	3,488,355 (109,390)	1,137,472	2,275,840 (101,833)	3,585,141 (112,125)
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	1,020,403	(9,320) 2,009,462	(9,320) (5,751) 3,183,674	1,054,766	(9,553) 2,059,698	(9,553) (5,895) 3,272,119	1,090,344	(9,792) 2,111,191	(9,792) (6,042) 3,363,131	1,127,180	(10,037) 2,163,970	(10,037) (6,193) 3,456,786
OPERATING EXPENSES Management		1	Man Variation in the control of the				ı								
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	66,106 11,342	140,475 24,101	206,580 35,443	68,419 11,739	145,391 24,945	213,810 36,683	70,814 12,149	150,480 25,818	221,294 37,967	73,293 12,575	155,747 26,721	229,039 39,296
Sub-total Management Expenses Salaries/Benefits Office Salaries	3.5%	3.5%		77,447 131,348	<b>164,576</b> 181,385	<b>242,023</b> 312,733	80,158 135,945	170,336 187,734	<b>250,494</b> 323,679	<b>82,963</b> 140,703	176,297 194,304	259,261 335,007	85,867 145,628	<b>182,468</b> 201,105	268,335 346,733
Manager's Salary Health Insurance and Other Benefits Other Salaries/Benefits	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		76,513 70,193	162,591 96,934	239,105 167,127	79,191 72,650	168,282 100,327	247,473 172,977	81,963 75,193	174,172 103,838	256,135 179,031	84,832 77,825	180,268 107,472	265,099 185,297
Administrative Rent-Free Unit Sub-total Salaries/Benefits	3.5%	3.5%		278,055	440,910	718,965	287,787	456,342	744,129	297,859	- 472,314	770,173	308,284	- 488,845	797,129
Administration Advertising and Marketing Office Expenses	3.5% 3.5%	3.5% 3.5%		1,226 28,951	2,606 61,521	3,832 90,472	1,269 29,964	2,697 63,675	3,966 93,639	1,314 31,013	2,791 65,903	4,105 96,916	1,360 32,099	2,889 68,210	4,249 100,308
Office Rent Legal Expense - Property Audit Expense	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		- 11,105 5,649	- 11,105 12,003	22,209 17,652	- 11,493 5,846	- 11,493 12,423	22,986 18,270	11,895 6,051	- 11,895 12,858	23,791 18,909	12,312 6,263	- 12,312 13,308	24,624 19,571
Bookkeeping/Accounting Services Bad Debts	3.5% 3.5%	3.5% 3.5%		8,603 5,858	18,281 5,858	26,884 11,716	8,904 6,063	18,921 6,063	27,825 12,126	9,216 6,275	19,583 6,275	28,799 12,550	9,538 6,495	20,268 6,495	29,806 12,989
Miscellaneous  Sub-total Administration Expenses  Utilities	3.5%	3.5%		- 61,391	111,374	172,765	63,540	115,272	178,812	65,764	119,306	185,070	68,066	- 123,482	191,548
Electricity Water Gas	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		27,392 46,113 31,764	58,209 97,990 67,498	85,601 144,102 99,262	28,351 47,727 32,876	60,246 101,419 69,861	88,597 149,146 102,736	29,343 49,397 34,026	62,355 104,969 72,306	91,698 154,366 106,332	30,370 51,126 35,217	64,537 108,643 74,836	94,908 159,769 110,053
Sewer Sub-total Utilities	3.5%	3.5%		31,764 70,670 <b>175,939</b>	67,498 150,174 <b>373,871</b>	99,262 220,844 <b>549,810</b>	32,876 73,143 182,097	69,861 155,430 <b>386,956</b>	102,736 228,573 <b>569,053</b>	34,026 75,703 188,470	72,306 160,870 <b>400,499</b>	106,332 236,573 588,970	35,217 78,353 <b>195,067</b>	74,836 166,500 <b>414,517</b>	110,053 244,853 <b>609,584</b>
Taxes and Licenses Real Estate Taxes Payroll Taxes	3.5%	3.5% 3.5%		10,458 18,519	22,224 39,354	32,682 57,873	10,824 19,168	23,002 40,731	33,826 59,898	11,203 19,838	23,807 42,157	35,010 61,995	11,595 20,533	24,640 43,632	36,235 64,165
Miscellaneous Taxes, Licenses and Permits  Sub-total Taxes and Licenses	3.5%	3.5%		6,639 <b>35,617</b>	14,109 75,686	20,748 111,303	6,872 36,864	14,603 78,335	21,474 115,199	7,112 38,154	15,114 81,077	22,226 119,231	7,361 39,489	15,643 83,915	23,004 123,404
Insurance Property and Liability Insurance Fidelity Bond Insurance	3.5% 3.5%	3.5% 3.5%		60,043	127,592	187,635	62,145	132,058	194,202	64,320	136,680	200,999	66,571	141,463	208,034
Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance	3.5%	3.5% 3.5%		15,250 - <b>75,293</b>	32,406 - 159,998	47,656 - 235,291	15,784 - 77,928	33,540 - 165,598	49,324 - <b>243,526</b>	16,336 - 80,656	34,714 - 171,394	51,050 - 252,050	16,908 - 83,479	35,929 - 177,392	52,837 - 260,871
Maintenance & Repair Payroll	3.5%	3.5%		98,382	209,061	307,443	101,825	216,378	318,203	105,389	223,951	329,340	109,077	231,790	340,867
Supplies Contracts Garbage and Trash Removal	3.5% 3.5% 3.5%	3.5% 3.5% 3.5%		12,028 94,506 42,620	25,560 200,825 90,568	37,588 295,331 133,188	12,449 97,814 44,112	26,454 207,854 93,738	38,903 305,667 137,849	12,885 101,237 45,656	27,380 215,129 97,018	40,265 316,366 142,674	13,336 104,780 47,254	28,338 222,658 100,414	41,674 327,439 147,668
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%		49,030 13,672	49,030 29,054	98,059 42,726	50,746 14,151	50,746 30,070	101,491 44,221	52,522 14,646	52,522 31,123	105,044 45,769	54,360 15,159	54,360 32,212	108,720 47,371
Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	3.5%	3.5%		310,238	604,096	914,334	321,096	625,240	946,336	332,334	- 647,123	979,457	343,966	669,772	1,013,738
Supportive Services Commercial Expenses	3.5%	3.5%			140,021	140,021 9,319		144,921	144,921 9,645		149,994	149,994 9,983		155,243	155,243 10,332
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees)				1,013,980	2,070,531	3,093,830	1,049,469	2,143,000	3,202,114	1,086,201	2,218,005	3,314,188	1,124,218	2,295,635	3,430,185
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Monitoring Fee	-			6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000	6,400	13,600	20,000
Replacement Reserve Deposit Operating Reserve Deposit Other Required Reserve 1 Deposit				26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750	26,112 4,720	55,488 10,030	81,600 14,750
Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial				2,405	- 5,111	7,516	2,405	5,111	7,516	2,405	- - 5,111	7,516	2,405	- 5,111	7,516
Sub-total Reserves/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fee	s)			37,232 1,051,212	79,118 2,149,649	116,350 3,210,180	37,232 1,086,701	79,118 2,222,118	116,350 3,318,464	37,232 1,123,433	79,118 2,297,123	116,350 3,430,538	37,232 1,161,450	79,118 2,374,753	116,350 3,546,535
PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)				(30,809)	(140,188)	(26,506)	(31,936)	(162,420)	(46,346)	(33,089)	(185,932)	(67,407)	(34,270)	(210,783)	(89,748)
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 Lende	er)		Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695	13,022	27,673	40,695
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service			Enter comments re: annual increase, etc. Enter comments re: annual increase, etc.			- :	- :	- :			-		- :		•
TOTAL HARD DEBT SERVICE  CASH FLOW (NOI minus DEBT SERVICE)				13,022 (43,832)	27,673 (167,860)	40,695	13,022	27,673 (190,092)	40,695	13,022 (46,111)	27,673 (213,605)	40,695	13,022	27,673 (238,455)	40,695
Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/non-LOSP (residual income)				43,832	93,143	136,975	44,958	95,536	140,494	46,111	97,986	144,097	47,292	100,496	147,788
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.)			DSCR:	-	(74,717)	(67,201) -0.65		(94,557)	(87,041) -1.14	(0)	(115,618)	(108,102) -1.66	(0)	(137,959)	(130,443) -2.21
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL  "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)  Partnership Management Fee (see policy for limits)	3.5% 3.5%	3.5% 3.5%	per MOHCD policy per MOHCD policy	-	-		-	-		- :	-		-	-	
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.	-	-	-	-	-	-	-	-	-	-	-	
Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter amt <= Max Fee from row 131)			Enter comments re: annual increase, etc.  Enter comments re: annual increase, etc.	-	-		÷	-		-	-		-	-	
TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING M				<u> </u>	(74,717)	(67,201)	(0)	(94,557)	(87,041)	(0)	(115,618)	(108,102)	(0)	(137,959)	(130,443)
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%													
- Leinuer/Owner				]											
MOHCD RESIDUAL RECEIPTS DEBT SERVICE	1	Dist. Soft Debt Loans	A.W.—adi	Ī	Г		Ī				[			[	
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment		77.56%	Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy												-
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  Lender 4 Residual Receipts Due		22.44% 0.00%	Allocation per pro rata share of all soft debt		F				-		[	-		[	-
Lender 5 Residual Receipts Due  Total Non-MOHCD Residual Receipts Debt Service	_	0.00%		1		=	l		-	1	[	-		[	
REMAINDER (Should be zero unless there are distributions below)  Owner Distributions/Incentive Management Fee	1			1	г		Ī		-	Ì	ſ	-		ſ	-
Other Distributions/Incentive Management Fee Other Distributions/Uses Final Balance (should be zero)	1			1		-	İ		-			-			-
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance Replacement Reserve Deposits	]			]	Ţ	1,983,182			2,064,782		ļ	2,146,382		ļ	2,227,982
Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest						81,600			81,600			81,600			81,600
RR Running Balance OPERATING RESERVE - RUNNING BALANCE			RR Balance/Unit			2,064,782 \$15,182			2,146,382 \$15,782			2,227,982 \$16,382			2,309,582 \$16,982
Operating Reserve Starting Balance Operating Reserve Deposits						792,266 14,750			807,016 14,750		[	821,766 14,750		[	836,516 14,750
Operating Reserve Withdrawals Operating Reserve Interest OR Running Balance	1					807,016	ļ		821,766			836,516			851,266
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance		OR Balance a	s a % of Prior Yr Op Exps + Debt Service	1	г	25.7%	Ī		25.3%	ı	r	24.9%		r	24.5%
Other Reserve 1 Deposits Other Reserve 1 Withdrawals					-										-
Other Reserve 1 Interest  Other Required Reserve 1 Running Balance	_			J		-	1		-	1		-		[	
OTHER RESERVE 2 - RUNNING BALANCE Other Reserve 2 Starting Balance Other Reserve 2 Deposits	]				F				-		[			[	-
Other Reserve 2 Withdrawals Other Reserve 2 Interest Other Required Reserve 2 Running Balance	}														
Guier Required Reserve 2 Running Balance						-						•			-

# Exhibit C – Legal Description of Real Property

# Legal Description of the Site

All that real property situated in the City and County of San Francisco, State of California, described as follows:

Assessor's Block 3508 Lot 53 (all of former Lots 26 and 27 and a portion of former Lot 51)

Beginning at the point of intersection of the northeasterly line of 10th Street with the southeasterly line of Jessie Street; thence northeasterly, along said line of Jessie Street 262.00 feet to a point distant thereon 148.00 feet from the southwesterly line of 9th Street, measured at right angle thereto; thence at a right angle southeasterly 70.00 feet; thence at a right angle southwesterly 47.00 feet; thence at a right angle southeasterly 15.00 feet; thence at a right angle southwesterly 85.00 feet; thence at a right angle southeasterly 22.50 feet; thence at a right angle southwesterly 30.00 feet; thence at a right angle southeasterly 87.50 feet to the northwesterly line of Mission Street; thence at a right angle southwesterly along said line of Mission Street 100.00 feet to said northeasterly line of 10th Street; thence at a right angle northwesterly along said northeasterly line of 10th Street 195.00 feet to the point of beginning, containing 33,240 square feet, more or less.

Being part of Mission Block No. 4

# **Exhibit D - LOSP Client Selection Criteria**

# **Exhibit F -- Lobbying/Debarment Certification Form**

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

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

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

# EXHIBIT G – ANNUAL MONITORING REPORT

# Mayor's Office of Housing and Community Development

City and County of San Francisco



Mark Farrell
Mayor

Kate Hartley
Director

### March 19, 2018

### Notice of Availability of 2017 Annual Monitoring Report Form

(plus reminders of Serious Incident Protocol and marketing procedure)

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

<u>Deadline</u>: For projects whose business year ended December 31, 2017, the report will be due on May 31, 2018 for the period 1/1/17-12/31/17. For any projects whose 2017 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.)

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

#### **Completion and Submission Instructions**

The Annual Monitoring Report consists of the following four parts:

I. <u>AMR\_RY2017 – project name.xlsx</u> – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

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

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

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

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR\_RY2017.xlsx without MOHCD's prior approval is not allowed. Do not

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103 Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 www.sfgov.org/moh 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 <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

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

III. <u>Audited Financial Statements</u> – Provide financial statements for the project for Reporting Year 2017. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "<u>Audit Requirements for MOHCD-Funded Projects</u>" a copy of which is attached and posted on <u>MOHCD's Asset Management web page</u>. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

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

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

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

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

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

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

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

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

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

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

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

#### Serious Incident Protocol

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

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

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

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

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

### Marketing of Available Units and Waiting List Openings

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

# Asset Management and Compliance Monitoring Team

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

#### Annual Monitoring Report - Instructions - Reporting Year 2017 - Mayor's Office of Housing & Community Development

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

Updated 1/25/2018

## 1A. Property & Residents

Please follow the instructions provided on the worksheet.

## 1B. Transitional Programs Only

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

### 1C. Eviction Data

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

# 2. Fiscal Activity

#### **Income and Expenses**

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

#### **INSTRUCTIONS:**

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

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

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

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

#### Income

#### Rental Income

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

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

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

#### Vacancy Loss

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

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

#### Other Income

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

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

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

<u>5400 Interest Income - Project Operations.</u> 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. 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

O.

- 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
- 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
- G. Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their *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.
- I. Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
- Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the J. household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
- K. Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- L. Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- M. Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
  - 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.

  Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being
  P. provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided
  - "Section 8 Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
  - "Section 8 Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
  - "PRAC 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

- "PRAC 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.
- "S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.
- **"HOPWA"** = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Housing Opportunities for People With AIDS program.
- "VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.
- "LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.
- "DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.
- "HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.
- "HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.
- "Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.
- "Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.
- Q. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- R. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- S. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- T. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- U. Household Rent Burden. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- V. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- W. Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- X. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

# 3B. Demographic

The two ethnic categories are defined below:

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

The 10 racial categories are defined below:

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

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

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

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

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

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

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

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

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

## 3C. Summary of Reported Household Demographics

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

#### 4. Narrative

Please follow the instructions provided on the worksheet.

## 5. Project Financing

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

## 6. Services Funding

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

#### 7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be 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 Monitorin	ng Report - Property & Residents - Reporting Year 2017 -
	Mayor's	s Office of Housing & Community Development
#	IDENTIFYING INFO	
1		Reporting Period Start Date (m/d/yyyy)
2		Reporting Period End Date (m/d/yyyy)
3		Property Name (select from drop down)
4		Property Full Street Address (e.g. "123 Main Street")
	CONTACT INFO	
5		Sponsor Executive Director Name
6		Sponsor Executive Director Phone Number
7		Sponsor Executive Director E-mail
8		Property Management Company
9		Property Manager Name
10		Property Manager Phone Number
11		Property Manager E-mail
12		Property Supervisor Name
13		Property Supervisor Phone Number
14		Property Supervisor E-mail
15		Property Owner Name
16		Property Owner Contact Person
17		Property Owner Contact Phone Number
18		Property Owner Contact E-mail
19		Property Asset Manager Name
20		Property Asset Manager Phone Number
21		Property Asset Manager E-mail
22		AMR Preparer's Name
23	-	AMR Preparer's Phone Number
24		AMR Preparer's E-mail

	PROPERTY/MARKETING INFO										
25	Is the project any of the following: Transitional Housing, Residen Treatment Program, Shelter or Transitional Group Home? (select or "no" from the drop-down menu to the left.) If you answer "yes skip questions 26 through 39 below, and continue with que 40. Also, you must complete worksheet "1B.TransitionalPrograms"										
	What is the Unit Mix for the Property? Please in	e include any manager's units in this tally.									
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.						
26	Single Room Occupancy (SRO) Units		1								
27	Studio Units		1								
28	One-Bedroom (1BR) Units		1								
29	Two-Bedroom (2BR) Units										
30	Three-Bedroom (3BR) Units										
31	Four-Bedroom (4BR) Units										
32	Five- or More (5+BR) Bedroom Units										
33	TOTAL # Units>	0	L								
34		during the re report here i	How many vaca eporting period? (s not less than the on worksheet 3.)	Be sure that th e number of va	e number you						
35	0	reporting year calculated fr You must contransitional h	How many eviction ar? (This data in om the data that omplete workshemousing, a resider transitional group	this field is aut is entered on v et 1C, unless t ntial treatment	omatically vorksheet 1C. he project is						
36	# 4										
37		Waiting Lis waiting list?	 <b>t -</b> How many арр	olicants are cu	rently on the						
38		When was t	 he waiting list las	 t updated? (m/	-						
39	# #	When was the waiting list last updated? (m/yyyy)  Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.)									

40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42	#2	How many <b>Health</b> , <b>Building or Housing Code Violations</b> 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 <b>Health, Building or Housing Code Violations</b> were open from <i>prior</i> years?
44		How many <b>Health, Building or Housing Code Violations</b> 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.)
46	£ #	If the property has <b>Immediate Capital Needs</b> and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.)
47		As of the last day of the reporting period, how many units were fully Accessible to Physically Impaired Tenants?
48		As of the last day of the reporting period, how many units were Adaptable for Physically Impaired Tenants?
49		As of the last day of the reporting period, how many units were fully Accessible to Visually Impaired Tenants?
50		As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?

	available to the residents free of charge, on s	IRED FOR questions 51-61. Indicate below any services that were site or at another designated location within 1/4 mile of the project. You at each of the marked services below on Worksheet "6.Services"
51	Go To Wss	After School Program/s (y/n)
52	Go To Pr	Licensed Day Care Service (participant fees are allowable for day care ONLY) (y/n)
53	Go To Wyse	Youth Program/s (y/n)
54	Go To w wse	Educational Classes (e.g. basic skills, computer training, ESL) (y/n)
55	Go To Wsw	Health and Wellness Services/Programs (y/n)
56	Go To Wse	Employment Services (y/n)
57	Go To Wase	Case Management, Information and Referrals (y/n)
58	Go To W WS6	Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)
59	Go To Wase	Support Groups, Social Events, Organized Tenant Activities (y/n)
60	Go To Wwse	Other Service #1 - Please specifiy in column G.
61	Go To Wse	Other Service #2 - Please specifiy in column G.

### **POPULATION SERVED**

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

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

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

Remember, SAVE YOUR WORK!

,	Annual Mo	nitoring Re	eport - Trar	nsitional Pro	grams -	Reporting Year 2017	7 - Ma	layor's Office of Housing & Community Development
Project	Address:							
Proje	ct Capacity	: What is t	he target ca	apacity of this	project?	(All blanks in this sec	ction	must be filled with a number of "0" or greater in order for the
	heet to be o		3	, ,	,	,		
	A. Num	B. Num	C1. Num	C2. Num	D. Num			
	Singles Not	Families	Adults in	Children in	of Beds			
	in Families		Families	Families				
1								
0					Total He	usahalda (Cinalas and	Eamil	ilian) That Can Ba Samuel
2	(			(Δ !! !-!!-				ilies) That Can Be Served
		During Op	perating Ye	ar (Ali biank	s in this s	section must be tilled	with a	a number of "0" or greater in order for the worksheet to be
compl	A. Num	B. Num	C1. Num	C2. Num	T T			
	Singles Not	Families	Adults in	Children in				
	in Families		Families	Families				
3					Num on	he first day of operating	year	
4					Num ent	ering the program during	the op	perating year
5	(	)			Total Ho	useholds (Singles and	Famil	ilies) Served
6					Num who	left the program during t	the op	perating year
7	0	0	0	0	Num in t	he program on the last da	y of th	the operating year
8	(	)						last day of the operating year
9			<capacity< td=""><td>Utilization Ra</td><td>e (by Hou</td><td>isehold as of last Day o</td><td>f Ope</td><td>erating Year)</td></capacity<>	Utilization Ra	e (by Hou	isehold as of last Day o	f Ope	erating Year)
If the C	anacity Hill	zation Rate	is I FSS that	1 75% you mus	t respon	d to the following:		
., .,,,,	apaonty Utili	Lation Nate	<u></u> uldi	you mus	. reapon	a to the lonowing.		
10					<ol> <li>Explai</li> </ol>	n the reason(s) why the c	apacit	ity utilization rate is as low as it is; and
11					<ol><li>Descri</li></ol>	be plan/s to raise the cap	acity ı	utilization rate to at least 75%, with specific timeline.
		For the 0 ho	usaholds that	I FFT the prog	ram durin	the operating year, how	many	y were in the project for the following lengths of time? (Total in cell H28
Length	of Stay:							a number of "0" or greater in order for the worksheet to be complete.)
12		Less than 1	month					
13		1 to 2 month	IS					
14		3 - 6 months						
15		7 months -12						
16		13 months -						
17		25 months -	3 years					
18	0	TOTAL # HI	H's that left t	he program				
Destin	ation:							ear, how many left for the following destinations? (Total in cell H53 a number of "0" or greater in order for the worksheet to be complete.)
							-	
19			-	ent (no subsidy	)		_	
20		Public Housi	-			i		
21		Section 8 Vo					Z	
22				e or apartment		;	PERMA	
23		Homeowner				i	2	
24			th family or fr					1
25	0	Permanen	t Housing St	ubtotal				
26		Transitional	Housing for h	omeless perso	ns		TRANSITIONAL	
							SITIC	
27		Moved in wit	th family or fr	iends TEMPOF	RARILY		Š.	
	<u></u>	o. oa iii Wii					¥	
28	0	Transition	al Housing S	Subtotal				
29		Psvchiatric h	nosnital					1
		.,		drug treatment	facility	<del></del>	INSTITUTIONAL	
30			ono or other	drug treatment	raciiity	i	Ĕ	
31		Jail/Prison					Ė	
32		Medical Fac	ility				ž	
33	0	Institution	al Subtotal			· · · · · · · · · · · · · · · · · · ·		]
								<u>.</u> 1
34		Emergency		1 . 1 25 . 25		,	œ.	
35			leant for hum	an habitation (	e.g. street	)	OTHER	
36		Unknown				8	5	
37	_	Other						1
38	0	Other Subt						-
39	0	TOTAL # HI	H's that left t	he program				1

	Annu	al Monitoring Report - Eviction Data - Reporting Year 2017 - Mayor's Office of Housing & Community Development
Project	Address:	
This section	on of the AMR mu	ist be completed for all projects, except for transitional housing or residential treatment services.
Number o	of households wi	no lived in the project during the reporting period:
1		Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period.
Numbe	r of househo	olds in the project who received Notices of Eviction during the reporting period for each of the following reasons:
		ason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
2		Breach of Lease Agreement
3		Capital Improvement
4 5		Condo Conversion  Demolition
6		Denial of Access to Unit
7		Development Agreement
8		Ellis Act Withdrawal
9 10		Failure to Sign Lease Renewal  Good Samaritan Tenancy Ends
11		Habitual Late Payment of Rent
12		Illegal Use of Unit
13		Lead Remediation
14 15		Non-payment of Rent Nuisance
16		Nulsaide
17		Owner Move In
18		Roommate Living in Same Unit
19		Substantial Rehabilitation Unapproved Subtenant
20	0	Uniaphoved Subiremant Total number of households who received Notices of Eviction
		I detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
`		ison applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
22		Breach of Lease Agreement Capital Improvement
23		Condo Conversion
25		Demolition Denial of Access to Unit
26		Denial of Access to Unit
27		Development Agreement Ellis Act Withdrawal
28 29		Eilis Act Withorawal Failure to Sign Lease Renewal
30		Good Samaritan Tenancy Ends
31		Habitual Late Payment of Rent
32		Illegal Use of Unit
33 34		Lead Remediation  Non-payment of Rent
35		Nuisance
36		Other
37		Owner Move In
38		Roommate Living in Same Unit Substantial Rehabilitation
40		Gustanian Reinabilinatori Unapproved Subtenant
41	0	Total number of unlawful detainer actions filed
		olds evicted from the project during the reporting period for the each of the following reasons:
(II MORE	e than one rea	ison applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).  Breach of Lease Agreement
43		Taleat I United Set Agletinient Capital Improvement
44		Condo Conversion
45		Demolition
46 47		Denial of Access to Unit
47		Development Agreement Ellis Act Withdrawal
49		Failure to Sign Lease Renewal
50		Good Samaritan Tenancy Fords
51		Habitual Late Payment of Rent
52 53		Illegal Use of Unit Lead Remediation
53 54		Lead Remediation Non-payment of Rent
55		Nuisance
56		Other Owner Move In
57		Owner Move In Roommate Living in Same Unit
58 59		Roommate Living in Same Unit Substantial Rehabilitation
60		Lipanoroved Subtopant
61	0	Total number of households evicted (total also used to answer question #35 on Worksheet 1A)

В	D	F	Н	J	L	N	P	R
Annual Monitoring Report - Fiscal Activity - Reporting Year 2017	- Mayor's Office	of Housing & Co	mmunity Develop	nent			2a. Net LOSP Revenue for this reporting period	- MUST be amount shown on MOHCD LOSP
16 INCOME & EXPENSES						REPORTING	disbursement form, will be pre-filled by MOHCE \$0.00	o in cell P17.
17	Start Date:	1/0/1900	End Date:	1/0/1900	# LOSP Units	# non-LOSP Units	2b. If the project receives other source/s of Rer	ntal Assistance Payments, enter the total
19	Account	De tr	Non E			al Breakdown	amount in cell R20, and the source/s in cell R21	
20 Description of Income Accounts 21	Number	Residential	Non-Residential	Total	LOSP 0%	non-LOSP 0%	Rental Assistance Pmts - OTHER - Amount  Rental Assistance Pmts - OTHER - Source/s	
22 Rental Income							2c. If the project has been pre-authorized to us Rental Assistance Payment, enter the LOSP pe	e an "alternative LOSP split" to allocate the
23 Housing Units - Gross Potential Tenant Rents  Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP	5120					\$0.00		
24 funding)	5121				\$0.00	\$0.00	Pre-authorized alternative LOSP split for OTH	
25 Source/s> 26 Commercial Unit Rents	5140						LOSP	non-LOSP 0.00%
27 sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
28 Vacancy Loss - enter amounts as negative numbers!			Must click &	vacancy rate			Columns L, N, P & R are used for LOSP-	5. Cells in Column G with light green
			explain if Residential Vac Rate is > 15%				funded projects. If the project does not receive LOSP funding, ignore these columns, otherwise please follow these data entry	highlighting: can be overriden, but only if LOSP-specific expenses are being tracked at entry level in the project's accounting system.
29 Housing Units	5220		Rate is > 15%			\$0.00	instructions for LOSP Projects:	Cells with pink highlighting indicate where alternative percentages can be used to allocate LOSP/non-LOSP, but only with
30   Commercial	5240	\$0.00	\$0.00	0.00% \$0.00	\$0.00	\$0.00	1b-c. Enter Other Rental Assistance Amount &	allocate LOSP/non-LOSP, but only with MOHCD written pre-approval; enter the pre- authorized "alternative percentages" from the
33 NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	was approved to use an "alternative split".	approved MOHCD LOSP Budget in Column I.
35 Other Income							allocated to LOSP, then F24 should be = L24. If there is any Rental Subsidy allocated to non-	
36 Garage and Parking Spaces 37 Miscellaneous Rent Income	5170 5190				\$0.00 \$0.00	\$0.00 \$0.00	LOSP, then use a formula for F24 the amount of nonl OSP subsidy + L24.	
Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOHCD loan terms to be included in Residual	5300				\$0.00	\$0.00	4. Most of the cells in columns L, N P & R auto- calculate.	
38 Receipts calculation. 39 Supportive Services Income Source/s- identify program source(s) if applicable ->								
40 Interest Income - Project Operations (From Operating Account Only) 41 Laundry and Vending	5400 5910				\$0.00 \$0.00	\$0.00 \$0.00	LOSP split	non-LOSP
42 Tenant Charges	5920				\$0.00	\$0.00		
43 Other Revenue 44 sub-total Other Income Received:	5990	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		
46 TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
48 INCOME & EXPENSES 49	Account					al Breakdown		
50   Description of Expense Accounts   51   Management	Number	Residential	Non-Residential	Total	LOSP 0%	non-LOSP	Pre-authorized altr	ernative LOSP split
52 Management Fee  "Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt.	6320				\$0.00	\$0.00	50.00%	50.00%
53 Fee Policy) 54 sub-total Management Expense:		\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	Loca	0.00%
55 <u>Salaries/Benefits</u> 56 Office Salaries	6310				\$0.00	\$0.00	LOSP 50.00%	non-LOSP 50.00%
57 Manager's Salary	6330				\$0.00	\$0.00		0.00%
58 Employee Benefits: Health Insurance & Disability Insurance 59 Employee Benefits: Retirement & Other Salary/Benefit Expenses	6723				\$0.00	\$0.00		0.00%
60 Administrative Rent Free Unit	6331	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
61 sub-total Salary/Benefit Expense: 62 Administration 73 Administration and Medicine	2042	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
63 Advertising and Marketing 64 Office Expenses	6210 6311				\$0.00 \$0.00	\$0.00		calculation
65 Office Rent 66 Legal Expense - Property	6312 6340				\$0.00 \$0.00	\$0.00 \$0.00	LOSP	non-LOSP
67 Audit Expense 68 Bookkeeping/Accounting Services	6350 6351				\$0.00 \$0.00	\$0.00 \$0.00		
69 Bad Debts 70 Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6370 6390		-		\$0.00 \$0.00	\$0.00 \$0.00		
70   Inscellaneous Administrative Expenses (must click & explain if ⇒10k).   71   sub-total Administrative Expense:   72   Utilities	UJOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
73 Electricity	6450				\$0.00	\$0.00		
74 Water 75 Gas	6451 6452				\$0.00 \$0.00	\$0.00 \$0.00		
76 Sewer sub-total Utilities Expense:	6453	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		
78 Taxes and Licenses 79 Real Estate Taxes	6710				\$0.00	\$0.00	Pre-authorized alte	non-LOSP
80 Payroll taxes	6711		-		\$0.00	\$0.00		0.00%
81 Miscellaneous Taxes, Licenses, and Permits 82 sub-total Taxes and License Expense:	6719	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		
83 Insurance 84 Property and Liability Insurance	6720				\$0.00	\$0.00	Pre-authorized altr	
85 Fidelity Bond Insurance 86 Workers' Compensation	6721 6722				\$0.00 \$0.00	\$0.00 \$0.00	LOSP	non-LOSP 0.00%
87 Directors & Officers Liabilities Insurance 88 sub-total Insurance Expense:	6724	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		
89 Maintenance and Repairs  MPORTANT NOTE RE: TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR EXF	PENSES ELIGIRI F FOR							
those from this section. If you do include those expenses here, be sure to record the amounts in re	ows 103 (non-capital) a			,	LOSP	non-LOSP		calculation
91 Payroli 92 Supplies	6510 6515				\$0.00 \$0.00	\$0.00 \$0.00	LOSP	non-LOSP
93 Contracts	6520	-	-		\$0.00	\$0.00		0.00%
94 Garbage and Trash Removal 95 Security Payroll/Contract	6525 6530				\$0.00 \$0.00	\$0.00 \$0.00	Pre-authorized alternative	e LOSP split for contracts 0.00%
96 HVAC Repairs and Maintenance	6546				\$0.00	\$0.00		
97 Vehicle and Maintenance Equipment Operation and Repairs  98 Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k)	6570 6590				\$0.00 \$0.00	\$0.00 \$0.00		
99 sub-total Maintenance Repair Expense:  Supportive Services: do not enter supportive services expenses if tracked in separate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Pre-authorized alte	ernative LOSP split
supportive Services: do not enter supportive services expenses it tracked in separate 100 budget and not eligible to be counted against project income for residual receipts calculation. 101 SUB-TOTAL OPERATING EXPENSES:	6900	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	LOSP	0.00% non-LOSP
101 SUB-TOTAL OPERATING EXPENSES:  Capital Maintenance Repairs/Improvements eligible for payment by Replacement		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Loui,	pion 200F
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 102 provided in F210:215 will be linked to cell F102 and netted out from operating expenses.		\$0.00			\$0.00	\$0.00		
Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance								
& Repairs section above and will be reimbursed by Replacement Reserve. Amount will be 103 netted out from operating expenses. Enter as positive number.					\$0.00	\$0.00		
104 TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
105	Name of Lessor/ Bond Monitoring							
108 Ground Lease Base Rent/Bond Fees/Reserves	Agency/ Reserve Account				LOSP	non-LOSP	LOSP	non-LOSP
107 Ground Lease - Base Rent (provide Lessor name to the right) 108 Bond Monitoring Fee				\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00		0.00% 0.00%
Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as 109 positive number.	1320			\$0.00	\$0.00	\$0.00		0.00%
110 Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00	\$0.00	\$0.00		0.00%
Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as 111 positive number.				\$0.00	\$0.00	\$0.00		0.00%
Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive 1112 number. Identify reserve account in next col) (1330)				\$0.00	\$0.00	\$0.00	LOSP split	calculation
Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as 113 positive number. Identify account in next col. —->		\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	LOSP	non-I OSP
115						\$0.00	Loor	non-LOSP
116 TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) 117	Acct Num	\$0.00 Residential	\$0.00 Non-Residential	\$0.00 Total	\$0.00	\$0.00		
118 1. TOTAL INCOME RECEIVED: 119 2. TOTAL OPERATING EXPENSES:		\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00		

[	В	D	F	Н	J	L	N	P	R
	Annual Monitoring Report - Fiscal Activity - Reporting Year 2017	7 - Mayor's Office	of Housing & Co	mmunity Develop	ment			_	
Г	120 3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

	r - mayor a Office	of Housing & Co	mmunity Develop	ment	·	.,		
		1	,		Residenti	al Breakdown	Pre-authorized alte	ernative LOSP split
Polit Constant (Politaberal Instantant)	Name of Lender / Describe Other Amt Paid	Residential	Non-Postdonital	Total	LOSP	I OCD	LOSP	1000
Debt Service (Principal and Interest) ender1 - Principal Paid (provide lender name to the right)	rau	Residential	Non-Residential	Total	\$0.00	non-LOSP \$0.00	LOSP	non-LOSP
Interest Paid					\$0.00	\$0.00		
Other Amount (describe to the right)  ider2 - Principal Paid (provide lender name to the right)					\$0.00 \$0.00	\$0.00 \$0.00		
Interest Paid					\$0.00	\$0.00		
Other Amount (describe to the right) nder3 - Principal Paid (provide lender name to the right)					\$0.00 \$0.00	\$0.00 \$0.00		
Interest Paid					\$0.00	\$0.00		
Other Amount (describe to the right)					\$0.00	\$0.00		
ender4 - Principal Paid (provide lender name to the right)					\$0.00 \$0.00	\$0.00 \$0.00		
Other Amount (describe to the right)					\$0.00	\$0.00		
Total Debt Service Payments		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Pre-authorized altr	ernative LOSP split
Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)	)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Pre-authorized alternative LC	
		<b>\$0.00</b>	\$0.00	\$0.00	Cells below allocate a	ny non-residential surplus n H137.		
amount for Surplus Cash above is negative:					1101	iirrisi.	LOSP	non-LOSP
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				
Surplus Cash, Total				\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		
stribution of Surplus Cash/Residual Receipts - (Response Required.) In the sp	pace below, please	provide a detailed n	I arrative summary of a		\$0.00	<del>\$0.00</del>		
tributions of Surplus Cash that accurately reflects the requirements under all MOHO	CD agreements as v	vell as the requireme	ents of other funders a	ind any other				
eements that govern. Please include the calcluation methodology, applicable annu is 143-164, select the distribution priority for each of the uses of cash flow/suprius of the uses of cash flow.	aı ıncreases, etc. r-c cash in column H. <b>I</b> t	r proposea aistribut f <b>distribution of su</b> i	ion amounts entered : rplus cash is not allo	n column J, owed under				
HCD agreements or other funder agreements, enter N/A in the box below.								
ES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATI	ON OF PESIDIJAL P	ECEIPTS	Distribution Briggity	Leave cells below	Kesidenti	al Breakdown		
YMENTS (IF APPLICABLE)	OH OF REGIDENE	LOLII 10	Distribution Priority (select below)	blank if Surplus Cash is <= \$0.	LOSP	non-LOSP		
perating Reserve Replenishments (Deposits made out of surplus cash to satisfy								
mum balance requirements).						\$0.00	Pre-authorized alternative LC	SP split for Non-Res Surplus
Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be ired, see Asset Mgt. Fee Policy).						\$0.00	LOSP	non-LOSP
Partnership Management fee due from this reporting period. if any (tax credit projects					\$0.00			
not allowed if project is beyond 15-year compliance period).  Partnership Management fee accrued but unpaid from PRIOR reporting periods, if					\$0.00	\$0.00		
(tax credit projects only; per City policy, not allowed if project is beyond 15-year pliance period).						\$0.00		
Investor Services Fee (aka LP Asset Management Fee) due from this reporting iod. if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year								
pliance period).  nvestor Services Fee (aka LP Asset Management Fee) accrued but unpaid from					\$0.00	\$0.00		
OR reporting periods, if any (tax credit projects only; per City policy, not allowed if ect is beyond 15-year compliance period).						\$0.00	Pre-authorized alternative LC	OSP split for Non-Res Surplus
Deferred Developer fee, if any					\$0.00	\$0.00		
Other payments: use question #1 on the Narrative (worksheet #4) to provide details								
Other payments: use question #1 on the Narrative (worksheet #4) to provide details					\$0.00			
at any fees or other payments, including ground lease residual rent payments for a non-	Go to ws4 Narrative question				Ç0.00			
HCD/OCII ground lease. Failure to provide details will result in disallowance of this ense. You may only include payments that were approved by MOHCD at time of funding								
HCD/OCII ground lease. Failure to provide details will result in disallowance of this ense. You may only include payments that were approved by MOHCD at time of funding	Narrative question				\$0.00	\$0.00		
rCD/CCI ground lease. Failure to provide details will result in disallowance of this sine. You may only include payments that were approved by MOHCO at time of funding are also explicitly authorized by a Partnership Agreement or similar project document.	Narrative question				\$0.00	\$0.00		
CDOCII ground lesse. Failure to provide details will result in disallowance of this new. You may only fucult or payments that where approved by MOHCD at time of funding are also explicitly authorized by a Patherethip Agreement or smillar project document.  Debt Pmt to other lender!: Principal Paid (note lender name to right)	Narrative question				\$0.00	\$0.00		
HCD/OCI ground lease. Failure to provide details will result in disallowance of this mere. You may only function payments that were approved by MOHCD at time of funding are also explicitly authorized by a Partnership Agreement or similar project document.  I. Debt Pmt to other lender1: Principal Paid (note lender name to right)  II. Debt Pmt to other lender1: Interest Paid	Narrative question				\$0.00	\$0.00		
+CD/OCI ground lease. Failure to provide details will result in disallowance of this near. You may only function payments that were approved by AMCHCD at time of funding are also explicitly authorized by a Partnership Agreement or similar project document.  Debt Pmt to other lender1: Principal Paid (note lender name to right)  Libbt Pmt to other lender1: Interest Paid  Libbt Pmt to other lender2: Principal Paid (note lender name to right)	Narrative question				\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00		
CIO/CCII ground lease. Failure to provide details will result in disallowance of this nees. You may only fucule payments that were approved by MOHCD at time of funding are also explicitly authorized by a Partnership Agreement or similar project document.  Debt Pmt to other lender1: Principal Paid (note lender name to right)  L Debt Pmt to other lender1: Interest Paid  Debt Pmt to other lender2: Principal Paid (note lender name to right)	Narrative question			\$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00		
CDOCI ground lease. Failure to provide details will result in disallowence of this rear. You may only touckee payments that were approved by MOHCD at time of funding are also explicitly authorized by a Partnership Agreement or smillar project document.  Debt Pmt to other lender1: Principal Paid (note lender name to right)  L Debt Pmt to other lender2: Interest Paid  Debt Pmt to other lender2: Principal Paid (note lender name to right)  L Debt Pmt to other lender2: Principal Paid (note lender name to right)  L Debt Pmt to other lender2: Principal Paid (note lender name to right)  L Debt Pmt to other lender2: Principal Paid (note lender name to right)  L Debt Pmt to other lender2: Principal Paid (note lender name to right)	Narrative question				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		
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	Annual Monitoring Report - Fiscal Activity - Reporting Year 2017	- Mayor's Office	of Housing & Co	mmunity Davelon	mont
15	Annual monitoring report 1 local Address 1 reporting real 2017	mayor o omoc	or mousting a oc	minum, Develop	
175 176	RESERVE ACCOUNT DETAILS				
177	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter zer	n instead 1			
	Minimum Required Balance:	o monous,			
179 180	Beginning Balance:		_		
100	Actual Annual Deposit (don't edit - taken from page 1 account number 1365):				
181	Interest Earned:	\$0.00	0		
102	Annual Withdrawal Amount (enter as negative number):		-		
183	Ending Balance (don't edit cell calculated):	\$0.00			
	Required Annual Deposit:	30.00	4		
185	Total Operating Expenses plus debt service (don't edit cell calculated)				
186		\$0.00			
	If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how				
	the project will remedy the shortfall in the adjacent cell.				
	If the calculated percentage shown to the right is greater than 26.5%, you must				
187	explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.	0.000%			
188			1		
189	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter Minimum Required Balance:	zero instead.)			
190 191	Beginning Balance:				
1.31	Actual Annual Deposit:				
192 193	Interest Earned:				
	Annual Withdrawal Amount (enter as negative number):				
194 195	Ending Balance (don't edit cell calculated):	\$0.00			
	Required Annual Deposit (do not edit - taken from page 1 account number 1320):				
196	Describe how the amount of annual deposit and the minimum required	\$0.00			
	balance is determined.				
197					
198	CHANGES TO DEAL FOTATE ASSETS				
	CHANGES TO REAL ESTATE ASSETS  Enter Beginning and Ending Balances in each of the categories listed below. Changes in asset	categories will auto	1		Balance,
200	calculate. Building & Improvements		Balance, 1/00/1900	Changes	1/00/1900
201				\$0.00	
202	Offsite Improvements			\$0.00	
	Site Improvements				
203	Land Improvements			\$0.00	
204				\$0.00	
]	Furniture, Fixtures & Equipment	·			
205					ll .
	Other			\$0.00	)
	Other			\$0.00	)
06		and non-Capital	Expenditures that are	\$0.00	)
206	Other  Replacement Reserve-Eligible Expenditures: Provide details below about the Capits	Il and non-Capital I	Expenditures that are	\$0.00	)
106	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital Repairs and Improvements: Enter capital repairs and Improvement costs associated	with the reporting ye	ear. For each category	\$0.00  Replacement Reser  in rows 200-205 above	rve-eligible.
206	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital Capital Repairs and Improvements: Either capital repairs and Improvement costs associated positive durage, an entry is requested in each corresponding callegery in rows 210-215.	with the reporting ye	ear. For each category sed initially to fund the	\$0.00  Replacement Reser  in rows 200-205 above repair, and is later reim	rve-eligible. e that shows a hoursed by the
206	Replacement Reserve-Eligible Expenditures: Provide details below about the Capita Capital Repairs and Improvements: Enter capital repairs and improvement costs associated positive change, an early as separate freed not expending calledgy in core 200 capitals capital temps, and capital separate capital capital capital capital capital capital temps and capital br>the replacement reserve during the reporting year, show the major cost under Operation and the replacement reserve during the reporting year, show the major cost under Operation and the replacement reserve during the reporting year, show the major cost under Operation and the replacement reserve during the reporting year.	with the reporting ye erating account is us rve". If the operating	ear. For each category sed initially to fund the acount is used to fun	\$0.00  a Replacement Reser  in rows 200-205 above repair, and is later reim d the repair and was no	rve-eligible.  e that shows a hoursed by the ot reimbursed by
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В	D	F	Н	J	L	N	P	R
Annual Monitoring Report - Fiscal Activity - Reporting Year 20	17 - Mayor's Offic	e of Housing & Co	oment					
231 FEDERAL PROGRAM INCOME REPORT								
This section must be completed if the project received any CDBG funding, even if the project received any CDBG funding, even if the gas more information, use the following link or copy this web address for manual navigations and http://www.sf-mch.org/Modules/Show/Document.aspx?documentid=5141	amount of CDBG pro on:	gram income during	the reporting period	was zero. For				
235 Overview of Federal (HOME and CDBG) Program Income								
236 237 CDBG PROGRAM INCOME								
Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2015-2019 Consolidated Plan, 2017-2018 Action Plans as follows:								
238	AMOUNT	DESCRIPTION						
Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): 239								
Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right): 240								
Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):								
Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2016 (provide amount in cell to the right, and activity 242 description and regulation citation in column furthest to the right):  Other (provide amount in cell to the right, plus activity description and regulation								
243 citation in column furthest to the right):  Total CDBG Program Income Calculation(see instructions for guidance on how to 24d calculate)								
To ensure the eligible use of CDBG Program Income, the recipient of federal and Community Development for the use of CDBG program income received				Office of Housing				

Annual Monitoring Repo	rt - Occupancy & Rent Info - Reporting Year 2017 - Mayor's Office of Housing & Community Develop	ment		
Project Address:	Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A.	1/0/1900	# Units:	0

- Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period.
   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, provide data in columns D, E, P, R and T only.

  • For tenants who moved in during the reporting period, the data entered in columns F, G & H (at initial occupancy) should be the same as the data entered in columns I, J & K
- (within reporting period), respectively.
- For tenants who have transferred units within the project, report the initial occupancy data (occupancy date, 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 in columns E and P (Orange Highlighting in Column Header), 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. Any forms with invalid data will be returned with instructions to fix and resubmit.

С	D	E	F	G	Н	- 1	J	К	L	М	N	0	Р	Q	R	S	т	U	V	W	Х
Row Num	Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Date of INITIAL OCCUPANCY (m/d/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Date Of Most Recent Income Recertification WITHIN REPORTING PERIOD (m/d/yyyy)	Household Annual Income as of Most Recent Recertification WITHIN REPORTING PERIOD	Household Size (number) as of Most Recent Recertification WITHIN REPORTING PERIOD	Min Occupancy for Unit Type (per data entered on worksheet 1A)	Max Occupancy for Unit Type (per data entered on worksheet 1A)	Is the Household Overhoused or Overcrowded?	Overhoused / Overcrowded – Narrative. (Explanation required for each row where indicator is displayed in Column N and Col Ocell shows no highlighting. Describe any extenuating circumstances that justify the Overhoused/Overcrowded status; summarize efforts made to transfer HH to unit of appropriate size.)	Rental Assistance Type (select "none" if none)	Amount of Rental Assistance	Amount of Maximum Gross Rent Allowed for Unit (enter \$0 if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance (Enter \$0 if all utilities. are included.)	allowance x 12 / hh income): typically between	Date Of Most Recent Rent Increase WITHIN THE REPORTING	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated do not enter)
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					Annual Monitoring Report - Demo	graphic Information - Re	porting Year 20	17 -			
					Mayor's Office of Hou	sing & Community Devel	opment				
Project A	ddress:				Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A.				1/0/1900	# Units:	0
		<ul> <li>Select one</li> <li>Select one</li> <li>For legacy Latino/His</li> <li>Select one</li> </ul>	e Ethnicity categore e Race category for the second ethnicity panic. In these categories one Seconder, one Seconder.	ory for the head of household for the head of household. If ity data that reports race and ases, the person's ethnicity vex and one Sexual Orientation	hat was residing in the project at the end of the Reporting Period.  Id. If unknown, manager's or vacant unit, select "Not Reported", f unknown, manager's or vacant unit, select "Not Reported", d ethnicity as a single field, an additional category of "Not Reported" should be use would be listed as Latino/Hispanic and his/her race would be listed as "Not Reporte on/Identity category for the head of household. If unknown, manager's or vacant un rdinance that requires collection of this data beginning in 2017.	d".					
•		-	-								
С	D	E	F	G	н	I	J	К	L	М	N
Row Num	Unit No.	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Household Size (number) as of Most Recent Recertification WITHIN REPORTING PERIOD	Ethnicity (select from drop down menu)	Race (select from drop down menu)	Gender (select from drop down menu) for Occupancies AFTER 6/30/2017	Sex at Birth (select from drop down menu) for Occupancies AFTER 6/30/2017	Sexual Orientation / Sexual Identity (select from drop down menu) for Occupancies AFTER 6/30/2017	Elderly House- hold (yes/no)	Number of Children under Age 18 in HH	Disability (select one)
1											
2				1							
3											
4											
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9											
10											
11											
12										<u> </u>	
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	·		•				

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

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

#### 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	

<sup>\*</sup>Excludes 0 unit(s) reported as manager's or vacant unit(s).

#### Head of Household Race/Ethnicity

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

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

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

	# Reported	
Sexual Orientation / Sexual Identity	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

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

# Annual Monitoring Report - Narrative - Reporting Year 2017 - Mayor's Office of Housing & Community Development

Project Street Address:

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

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

### 1. Explanations & Comments

Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 10.

#### 2. Code Violations

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

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

(add additional rows as needed)

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

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

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

3. Major Repairs
Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.
4. Vacant Unit Rent-Up Time
If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on th worksheet "1A.Prop&Residents," you must supply the following:
<ul> <li>a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and</li> </ul>
<ul> <li>A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

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
<ul> <li>c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.</li> </ul>
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:
<ul> <li>a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and</li> </ul>
<ul> <li>A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>c. A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

# 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		]				
miour rainin Expenses		HUD				
Expense Description	Amount	Acct #	Notes			
Total:	0.00					
Diff. from Fiscal Activity WS:	0.00	-				
•		J				
Misc. Operating & Maintenance Exp	penses					
		HUD				
Expense Description	Amount	Acct #	Notes			
Total:	0.00					
Diff. from Fiscal Activity WS:	0.00	-				
Dill. II'dii Fiscal Activity 110.		J				
8. Negative Cash Flow						
If the project had NEGATIVE CASI worksheet "2.Fiscal," you must sup		own above from	the Income Expense section of			
<ul> <li>a. A description of the work do identified causes are; and</li> </ul>	ne to analyze the cause	e/s of the shortfal	I, and what the			
<ul> <li>A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and</li> </ul>						
<ul> <li>c. A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>						
d. If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract.						

#### Annual Monitoring Report - Project Financing - Reporting Year 2017 - Mayor's Office of Housing & Community Development

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

D	ro	in	n+	Λ	٦	W	ress
М	ro	ıe	cr	H	Ю	a	ress

### **Current Project Financing**

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

Annual Monitoring Report - Services Funding - Reporting Year 2017 - Mayor's Office of Housing & Community Develop	Annual Monitoring Report - Services Funding
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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.)

Dro	inat	100	racc.

Project Address:						
Current Services Funding						
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

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

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

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

<u>.</u>			
Management	Total	LOSP	Non-LOSP
6320 Management Fee	\$0	\$0	\$0
"Above the Line" Asset Management Fee	0 \$0	0 \$0	<u> </u>
Total Management Expenses: _	ΦΟ	Φυ	Φ0
Salaries/Benefits			
6310 Office Salaries	\$0	\$0	\$0
6330 Manager's Salary	0	0	0
6723 Employee Benefits: Health Insurance & Disability Insurance	0	0	0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	0	0	0
6331 Administrative Rent Free Unit	0	0	0
Total Salary/Benefit Expenses: _	\$0	\$0	\$0
Administration			
6210 Advertising and Marketing	\$0	\$0	\$0
6311 Office Expenses	0	0	0
6312 Office Rent	0	0	0
6340 Legal Expense - Property	0	0	0
6350 Audit Expense	0	0	0
6351 Bookkeeping/Accounting Services	0	0	0
6370 Bad Debts	0	0	0
6390 Miscellaneous Administrative Expenses	0	0	0
Total Administrative Expenses:	\$0	\$0	\$0
Utilities			
6450 Electricity	\$0	\$0	\$0
6451 Water	0	0	0
6452 Gas	0	0	0
6453 Sewer	0	0	0
Total Utilities Expenses:	\$0	\$0	\$0
Taxes and Licenses			
6710 Real Estate Taxes	\$0	\$0	\$0
6711 Payroll taxes	0	0	0
6790 Miscellaneous Taxes, Licenses, and Permits	0	0	0
Total Taxes and Licenses Expenses:	\$0	\$0	\$0
Insurance			
6720 Property and Liability Insurance	\$0	\$0	\$0
6721 Fidelity Bond Insurance	0	0	0
6722 Workers' Compensation	0	0	0
6724 Directors & Officers Liabilities Insurance	0	0	0
Total Insurance Expenses:	\$0	\$0	\$0
. Julia modifica Experiedo	Ψ0	Ψυ	ΨΟ

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

Maintenance and Repairs		Total	LOSP	Non-LOSP
510 Payroll		\$0	\$0	\$0
515 Supplies		0	0	(
520 Contracts		0	0	(
525 Garbage and Trash Removal		0	0	(
530 Security Payroll/Contract		0	0	(
546 HVAC Repairs and Maintenance	and Danaira	0	0	(
570 Vehicle and Maintenance Equipment Operation a		0	0	(
590 Miscellaneous Operating and Maintenance Expe	nses nd Repairs Expenses:	0 \$0	0 \$0	( \$(
Total Maintenance at	iu Repairs Experises	φυ	φυ	φι
900 Supportive Services		\$0	\$0	\$0
Capital and Non-Capital Expenditures to be		<b>#</b> 0	Φ0	0.0
Reimbursed from Replacement Reserve		\$0	\$0	\$0
Total C	perating Expenses:	\$0	\$0	\$0
Financial Expenses				
Enter amounts in yellow highlighted cells. Leave no co 820 Interest on Mortgage (or Bonds) Payable	ells blank. Enter "0" if applic	cable.		\$0
825 Interest on Other Mortgages				Ψ'
830 Interest on Notes Payable (Long Term)				(
840 Interest on Notes Payable (Short Term)				
850 Mortgage Insurance Premium/Service Charge				,
890 Miscellaneous Financial Expenses				· ·
·	l Financial Expenses:	\$0	\$0	\$0
Total Cost of Operations	before Depreciation:	\$0	\$0	\$0
060 <b>Op</b> e	erating Profit (Loss):	\$0	\$0	\$(
Depreciation & Amortization Expenses				
Enter amounts in yellow highlighted cells. Leave no co	ells blank. Enter "0" if applic	cable.		
600 Depreciation Expense				\$0
610 Amortization Expense				(
Operating Profit (Loss) after Depreciea	tion & Amortization:	\$0	\$0	\$(
Net Entity Expenses	_ ,			
the right. 190				\$(
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190				(
190 190				(
190		<u>*************************************</u>	\$0	\$(
	let Entity Expenses:	\$0	<b>⊅</b> U	

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

		Total	LOSP	Non-LOSP
Operating Revenue		\$0	\$0	\$0
Interest earned on restricted accounts		0	0	\$0
	Adjusted Operating Revenue	\$0	\$0	\$0
Operating Expenses		\$0	\$0	\$0
Net Operating Income		\$0	\$0	\$0
Other Activity				
Ground Lease Base Rent		\$0	\$0	\$0
Bond Monitoring Fee		0	0	0
Mandatory Debt Service - Principal		0	0	0
Mandatory Debt Service - Interest		0	0	0
Mandatory Debt Service - Other Amount		0	0	0
Deposits to Replacement Reserve Account		0	0	0
Deposits to Operating Reserve Account		0	0	0
Deposits to Other Restricted Accounts per Regulatory Agreer	nent	0	0	0
Withdrawals from Operating Reserve Account		0	0	0
Withdrawals from Other Required Reserve Account		0	0	0
	Total Other Activity:	\$0	\$0	\$0
Allocation of Non-Residential Surplus (LOSP only)			\$0	\$0
Operation	ng Cash Flow/Surplus Cash:	\$0	\$0	\$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 <a href="mailto:ahead"><u>ahead</u></a> of residual receipts payments.

Total LOSP Non-LOSP

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

#### **Distribution of Residual Receipts**

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

Proposed Owner Distribution \$0 \$0 \$0

Proposed Other Distribution/Uses

**Total Residual Receipts Distributions to Lenders and Owners:** 

Total

\$0

LOSP

\$0

Non-LOSP

\$0

# Project Street Address:

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

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

#### Annual Monitoring Report - Completeness Tracker - Reporting Year 2017 - Mayor's Office of Housing & Community Development

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

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

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	perty & Residents	INCOM	MPLETE
		ns 1 thru 4	incomplete
		ns 5 thru 24	incomplete
	Question	ns 25 thru 39	incomplete
		ns 40 thru 50	incomplete
	Question	ns 51 thru 61	incomplete
Vorksheet 1B. Tra	nsitional Programs	To Be De	etermined
		ns 1 thru 11	To Be Determined
		ns 12 thru 18	To Be Determined
	Question	ns 19 thru 39	To Be Determined
Vorksheet 1C. Evi	ction Data	To Be De	etermined
	Questic	on 1	To Be Determined
	Question	ns 2 thru 21	To Be Determined
	Question	ns 22 thru 41	To Be Determined
	Question	ns 42 thru 61	To Be Determined
Vorksheet 2. Fisca	al Activity	INCOM	MPLETE
TOTROTTECT Z. 115C		come - Housing Unit GPTR	incomplete
		cancy Loss - Housing Units	incomplete
	Val	Operating Expenses	incomplete
	Surplus Cash/Residual	Receipts (Rows 140 - 171)	incomplete
		Reserve (Rows 177 - 186)	incomplete
	Replacement	Reserve (Rows 188 - 196)	incomplete
	Changes to Real Estat	te Assets (Rows 198 - 205)	incomplete
	Replacement Reserve Eligible Expe	enditures (Rows 209 - 228)	incomplete
	Progran	n Income (Rows 230 - 243)	ОК
Vorksheet 3A Occ	cupancy & Rent Info	INCOM	MPLETE
	Does number of units entered on Wo entered on Worksheet 1A or the to		To Be Determined
	For each row with a Unit Number, w Subsidy T	ras data entered in cells for Type and Utility Allowance?	To Be Determined
	Narrative Provided for All row	s indicating Overhoused or Overcrowded?	To Be Determined
Vorksheet 3R Der	nographic Information	To Be De	etermined
		ected for each household?	To Be Determined
	Is Gender, Sex at Birth, and Sexual C	Orientation/Identity selected for each household?	To Be Determined
Vorksheet 4. Narra	ativo	To Be De	etermined
TOIRSHEEL 4. Name	IUVC		To Be Determined
		2	
		3	To Be Determined
		4	To Be Determined
		5	To Be Determined
		6	To Be Determined
		7	To Be Determined
		8	To Be Determined
Vorksheet 5. Proje	ect Financing	INCOM	MPLETE
Worksheet 6. Servi	ces Funding	To Be De	etermined
Worksheet 7. Supp by MOHCD	elementary Information Required	Schedules required for Au	If using AMR to generate ditied Financial Stateme erequired data entry.

#### **EXHIBIT H**

# Tenant Selection Plan Policy - LOSP

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

### **Application Process**

- **Application Materials**. The housing provider's written and/or electronic application materials should:
  - 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.

• **Second Interview**. Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.

- **Confidentiality**. All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- **Delays in the Process**. If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency**. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, HSH.

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

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• <u>Limited English Proficiency Policy.</u> Throughout the application process, the housing provider must comply with City policy for language access requirements for applicants with limited English proficiency.

### Reasonable Accommodation and Modification Policy

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

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

- a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- 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 shall respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

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

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

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

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

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Agreement Date: July 1, 2018

- 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 shall 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;
- have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
- within 5 business days of the in person appeal, provide the applicant with a
  written decision that states the reason for the decision and the evidence relied
  upon. A copy of the written decision must be sent (electronically or otherwise) to
  the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

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#### **EXHIBIT I**

### Tenant Screening Criteria Policy – LOSP

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

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

# **Screening Criteria**

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

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<sup>&</sup>lt;sup>2</sup> The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

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

- o mitigating factors, including, but not limited to:
  - (1) the seriousness of the offense;
  - (2) the age and/or circumstances of the applicant at the time of the offense;
  - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
  - (4) if the offense is related to acts of domestic violence committed against the applicant;
  - (5) if the offense was related to a person's disability.