File No. <u>190688</u>

Committee Item No. <u>9</u> Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

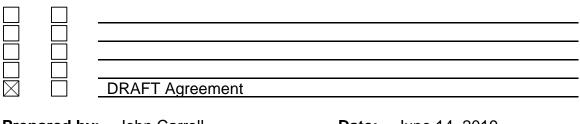
Committee: <u>Government Audit and Oversight</u> Board of Supervisors Meeting:

Date: June 20, 2019
Date:

Cmte Board

| | | Motion |
|------------------------|-----------|--|
| \boxtimes | | Resolution |
| \square | | Ordinance |
| \square | \square | Legislative Digest |
| H | H | Budget and Legislative Analyst Report |
| H | H | Youth Commission Report |
| H | | Introduction Form |
| \square | H | Department/Agency Cover Letter and/or Report |
| H | H | |
| | | MOU |
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| $\overline{\boxtimes}$ | | Form 126 – Ethics Commission |
| | | Award Letter |
| | | Application |
| H | \square | •• |
| | | Public Correspondence |

OTHER



| Prepared by: | John Carroll | Date: | June 14, 2019 |
|--------------|--------------|-------|---------------|
| Prepared by: | John Carroll | Date: | |

[Grant Agreement - Mason Street Housing Associates, L.P. - Local Operating Subsidy Program Contract - 149 Mason Street Apartments, 149 Mason Street - Not to Exceed \$18,135,164]

Resolution authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program Grant Agreement with Mason Street Housing Associates, L.P., a California limited partnership, to provide operating subsidies for formerly homeless adult households at 149 Mason Street Apartments, 149 Mason Street, for the term of 15 years and six months from July 1, 2019, through December 31, 2034, in an amount not to exceed \$18,135,164.

WHEREAS, The Mayor's Office of Housing and Community Development ("MOHCD") administers a variety of housing programs that provide financing for the development of new housing and the rehabilitation of single- and multi-family housing for low- and moderate-income households in San Francisco; and

WHEREAS, In 2016, the City and County of San Francisco ("City") formed the Department of Homelessness and Supportive Housing ("HSH"), with one of its goals to reduce the number of chronically homeless households that numbered 2,138 per the 2017 Point in Time Homeless Count; and

WHEREAS, MOHCD developed the Local Operating Subsidy Program ("LOSP") in order to establish long-term financial support to operate and maintain permanent affordable housing for homeless households; and

WHEREAS, Through the LOSP, the City subsidizes the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease

Mayor Breed BOARD OF SUPERVISORS payments, Continuum of Care ("CoC") Program subsidies, project-based Section 8 rent subsidies, and California Mental Health Services Act operating subsidies; and

WHEREAS, All supportive housing projects selected for capital funding by the Citywide Affordable Housing Loan Committee ("Loan Committee") are eligible to receive LOSP funds; and

WHEREAS, The Board of Supervisors authorizes City funding for LOSP projects as part of the Annual Appropriation Ordinance; and

WHEREAS, MOHCD enters into grant agreements with supportive housing owners and operators for LOSP projects in consultation with HSH; administers LOSP contracts; reviews annual audits and prepares recommendations for annual adjustments to project funding; monitors compliance with LOSP requirements in accordance with capital funding regulatory agreements; and if necessary, takes appropriate action to enforce compliance; and

WHEREAS, Mason Street Housing Associates, L.P., a California limited partnership ("Owner"), is the owner of 149 Mason Street Apartments, located at 149 Mason Street ("Project"), which provides 55 studios of permanent supportive housing for low-income formerly homeless individuals with disabilities; and

WHEREAS, On May 17, 2019, the Loan Committee recommended approval to the Mayor of a LOSP grant award for the Project in an amount not to exceed \$18,135,164; and

WHEREAS, MOHCD proposes to provide a LOSP grant in the amount not to exceed \$18,135,164 to the Owner pursuant to a LOSP Grant Agreement ("Agreement") in substantially the form on file with the Clerk of the Board in File No. 190688, and in such final form as approved by the Director of MOHCD and the City Attorney; and

Mayor Breed BOARD OF SUPERVISORS WHEREAS, In the event that an alternate rental subsidy becomes available through a Project Based Voucher Notice of Funding Availability issued by the San Francisco Housing Authority and the Project is eligible to apply, the MOHCD Director will help facilitate that application, and if awarded, the amount of the Agreement will be reduced accordingly; and

WHEREAS, The Agreement is for a 15.5 year term, starting July 1, 2019, and ending December 31, 2034, and therefore requires Board of Supervisors authorization; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of MOHCD or her designee to execute the Agreement for an amount not to exceed \$18,135,164; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes MOHCD to proceed with actions necessary to implement the Agreement following execution, and ratifies, approves and authorizes all actions heretofore taken by any City official in connection with the Agreement; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the Director of MOHCD or her designee to enter into any amendments or modifications to the Agreement, including without limitation, the exhibits that the Director determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities for the City or materially diminish the benefits of the City, are necessary or advisable to effectuate the purposes and intent of this Resolution and are in compliance with all applicable laws, including the City Charter; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully executed by all parties, MOHCD shall provide the final Agreement to the Clerk of the Board for inclusion into the official file.

Mayor Breed BOARD OF SUPERVISORS

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

BOARD OF SUPERVISORS

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

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

MASON STREET HOUSING ASSOCIATES, L.P., a California limited partnership

For MASON STREET HOUSING 149 MASON STREET, SAN FRANCISCO, CA

THIS GRANT AGREEMENT (this "**Agreement**") is made this July 1, 2019, by and between Mason Street Housing Associates, L.P., 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 July 1, 2010; 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 Board of Supervisors authorized execution of this Agreement on ______, pursuant to Resolution No.

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

"Assisted Units" means fifty five (55) 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 May 28, 2008, between MOHCD and Grantee with respect to a \$10,283,224 loan.

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement

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

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

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

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

"Opinion" means an opinion of Grantee's California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing 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 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 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 fifty six (56) unit housing project commonly known as Mason Street Supportive 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

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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 the loan from the State of California's Housing and Community Development Department's Multifamily Housing Program in the amount up to \$7,000,000, agreement dated November 7, 2011, and the loan document executed by Grantee in connection with the tax-exempt bond financed construction loan from Silicon Valley Bank in the amount up to \$15,575,000, agreement dated May 1, 2008.

"Services Agreement" means the Contract for Services dated November 30, 2016, 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 <u>Section 4.3</u>.

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

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

"Tenant Services Contractor" shall mean Glide Community Housing, 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 Section 4.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

for services, materials, equipment 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 <u>Section 2.5</u>.

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

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

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

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

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

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate on **December 31, 2034**, unless earlier terminated in accordance with the terms herein. This Agreement will replace and supersede the Original Agreement and the amendment to the Agreement, which shall terminate on June 29, 2020.

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 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 equal to 50% of such Tenant's household income, but in no event may rent exceed the lowest of: (i) thirty percent (30%) of the Applicable Income Limit for such Tenant's Assisted Unit; (ii) thirty percent (30%) of fifty percent (50%) of Median Income; or (iii) the maximum rent allowed under the MOHCD Loan Agreement.

(b) With the written approval of HSH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.

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

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

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

4.4 [Intentionally Omitted]

4.5 Annual Operating Budget. The Annual Operating Budget attached hereto as Exhibit B sets forth Grantee's anticipated Operating Costs, Project Income and Projected Shortfall for the Term of the

Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal to MOHCD. MOHCD will provide project-specific guidance about other materials required to 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 incuured by Grantee must be reasonable and must comply with the following:

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

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

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

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

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

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

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

4.7 [Intentionally Omitted]

4.8 Maintenance and Management of Project.

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

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

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

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

4.9 Services Agreement; Provision of Services.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed Eighteen Million One Hundred Thirty-Five Thousand One Hundred Sixty-Four Dollars (\$18,135,164) (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 20-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.

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

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

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

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

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

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

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

(e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder. **5.5** Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:

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

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

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

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

Such Annual Monitoring Report shall include a list of the 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 documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and

(b) any change of circumstances that would cause any of the representations and warranties contained in <u>Article 8</u> to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. As noted in Section 6.1, 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.

Books and Records. Grantee shall establish and maintain accurate files and records of all aspects 6.5 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 members (if general partner is a limited liability company), are nonprofit corporations, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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.

Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend 9.2 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's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

(b) **Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations.** Grantee uses Grant Funds for any purpose other than for the payment of 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, Senior Loan Documents or Services Agreement.** 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), or Tenant Services Contractor defaults under the Services Agreement (after expiration of any grace period expressly stated therein); provided however that a default by Tenant Services Contractor under the Services Agreement shall only be a default under this Agreement so long as **Glide Economic Development Corporation** (or an affiliate thereof) is the Tenant Services Contractor.

(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.

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

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by

facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOHCD or City:

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

If to Grantee:

333 Taylor Street, San Francisco, CA 94102 Attention: President & CEO

With a copy to:

Attention: General Counsel

15.2 Effective Date. All communications sent in accordance with <u>Section 15.1</u> shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent; c) if sent by 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 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 20-Year Cash Flow

Exhibit C, Real Property Legal Description Exhibit D, LOSP Client Selection Criteria Exhibit E, Intentionally Omitted Exhibit F, Lobbying/Debarment Certification Form Exhibit G, Annual Monitoring Report Exhibit H, Tenant Selection Plan Policy – LOSP Exhibit I. Tenant Screening Criteria Policy – LOSP

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:

London Breed Mayor

By:

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

APPROVED AS TO FORM:

DENNIS J. HERRERA City Attorney

By: _

Deputy City Attorney

GRANTEE:

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

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

MASON STREET HOUSING ASSOCIATES, L.P.,a California limited partnership

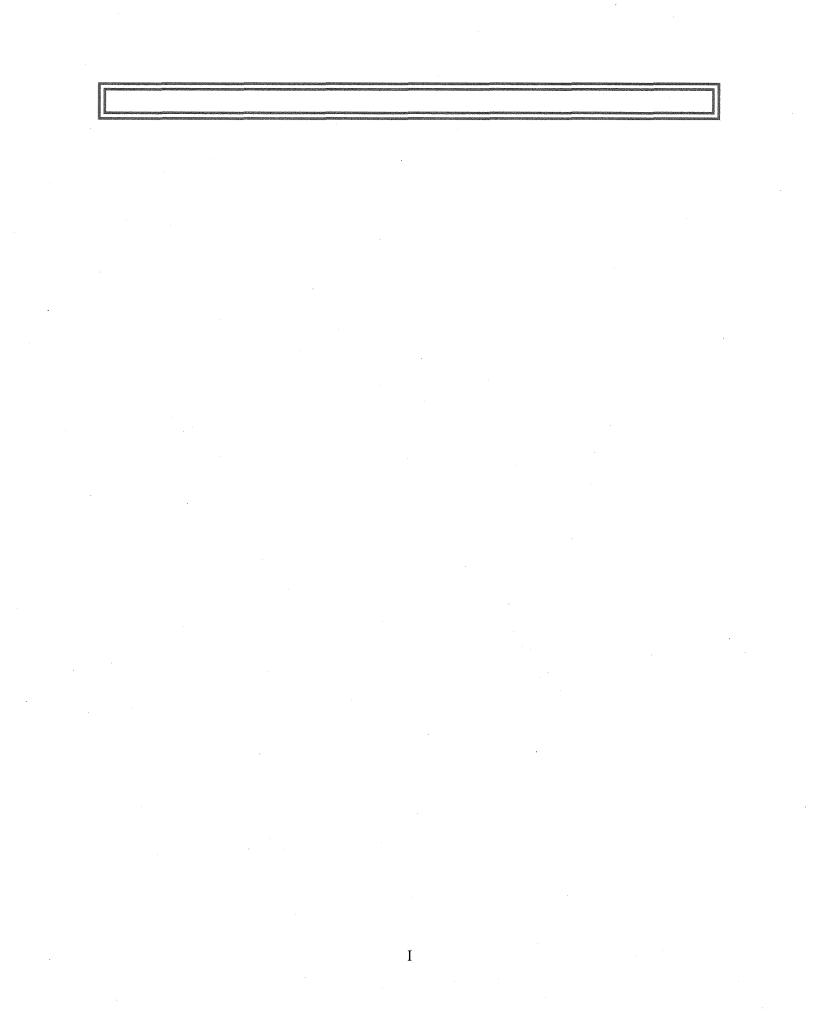
By: MASON STREET HOUSING, LLC, a California limited liability company, its General Partner

By: GLIDE ECONOMIC DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation, its Sole Member/Manager

> Name: ______ Its: _____

Federal Tax ID #:

City Vendor Number:



| | LOSP | FUNDING SCHED | ULE | | |
|---------|---------------------|---------------|-----|------|--|
| L | Project Address: | | | | |
| | Project Start Date: | 7/1/2019 | | | |

Exhibit A

| | | | | 9 | 1 | Same and the second sec |
|--------|----------|-------------|---|---------------|--------------|--|
| | • | | | Total | | |
| | | Full Year | | Disbursement | Estimated | FY Budgeted |
| | | Funding | # Months | for | Disbursement | (for |
| Calend | lar Year | Amount | to Fund | Calendar Year | Date | Disbursement) |
| CY-1 | 2019 | \$836,577 | 6 | \$418,289 | 8/1/2019 | FY2019/20 |
| | | | C A A A A A A A A A A A A A A A A A A A | | | |
| CY-2 | 2020 | \$891,806 | 12 | \$891.806 | 1/1/2020 | FY2019/20 |
| CY-3 | 2021 | \$928,336 | 12 | \$928,336 | 1/1/2021 | FY2020/21 |
| CY-4 | 2022 | \$966,215 | 12 | \$966,215 | 1/1/2022 | FY2021/22 |
| CY-5 | 2023 | \$985,489 | 12 | \$985,489 | 1/1/2023 | FY2022/23 |
| CY-6 | 2024 | \$1,026,209 | 12 | \$1,026,209 | 1/1/2024 | FY2023/24 |
| CY-7 | 2025 | \$1,088,426 | 12 | \$1,088,426 | 1/1/2025 | FY2024/25 |
| CY-8 | 2026 | \$1,132,193 | 12 | \$1,132,193 | 1/1/2026 | FY2025/26 |
| CY-9 | 2027 | \$1,177,565 | 12 | \$1,177,565 | 1/1/2027 | FY2026/27 |
| CY-10 | 2028 | \$1,204,599 | 12 | \$1,204,599 | 1/1/2028 | FY2027/28 |
| CY-11 | 2029 | \$1,253,353 | 12 | \$1,253,353 | 1/1/2029 | FY2028/29 |
| CY-12 | 2030 | \$1,303,889 | 12 | \$1,303,889 | 1/1/2030 | FY2029/30 |
| CY-13 | 2031 | \$1,356,269 | 12 | \$1,356,269 | 1/1/2031 | FY2030/31 |
| CY-14 | 2032 | \$1,410,559 | 12 | \$1,410,559 | 1/1/2032 | FY2031/32 |
| CY-15 | 2033 | \$1,466,826 | 12 | \$1,466,826 | 1/1/2033 | FY2032/33 |
| CY-16 | 2034 | \$1,525,141 | 12 | \$1,525,141 | 1/1/2034 | FY2033/34 |
| | | | Total | | | |
| | | | Contract | | | |
| | | | Amount: | \$18,135,164 | | |

Exhibit B – Annual Operating Budget for Initial Operating Period and 20-Year Cash Flow

July 1, 2019

| Application Date: 2/15/201 Total # Units: 56 First Year of Operations (provice data assuming that Year 1 is a full year, i.e. 12 months of operations): 2019 | 9 sunt N | LOSP/non-L | Non-LOSP Units 1 OSP Allocation |] | Project Name: 149 Mason Street Project Address: 149 Mason Street Gilde Economic Development Project Sponsor: Corporation (CEDC) | |
|--|--|--|---|--|--|----------------|
| INCOME Residential - Tenant Rents | 5120 | LOSP 288.468 | non-LOSP | Total | Contracts errors noted in Col N Comments Links from "Existing Proj - Rent Info" Worksheet | 7 |
| Residential - Tenant Assetshce Fayments (Non-LOSP) Residential - LOSP Tenant Assistance Payments | | 0 | 0 | 836,577 | Links from Existing Proj - Rent Info' Worksheet | 1 |
| Commercial Space Residential Parking | 5140 | 100000000000000000000000000000000000000 | | 24 824 | Anticipted 2.5 % increase per year Links from 'Bilifies & Other Income' WorkSheet | |
| Miscelianeous Rent Income Supportive Services Income | 5190 5300 | | 0 | 0 | and the second | |
| Interest Income - Project Operations Laundry and Vending Tenant Charges | 5400 5910 | 300 1,000 200 | | 1.000 | Links fram 'Utilities & Other Income' Warksheet Links fram 'Utilities & Other Income' Warksheet Links fram 'Utilities & Other Income' Warksheet | - |
| Miscellaneous Residential Incomy Other Commercial Income | 5990 | | | 1,800 | Links from "Utilities & Other Income' Worksheet Links from 'Commercial Op, Budget Worksheet | - |
| [Withdrawal from Capitalized Reserve (depositio operatin gaccount) Gross Potential Inco | me | 1,128,346 | 0 | 1,153,169 | | |
| Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments | _ | (14.423 |) <u> </u> | 1 | Vacancy loss is 5% of Tenant Rents #DIV/0 Units from Commoncial Op Budget Worksheet | _ |
| Vacancy Loss - Commercial EFFECTIVE GROSS INCO | ME | 1,113,922 | 0 | | PUPA: 20,335 | |
| OPERATING EXPENSES Management | | , | | | | |
| Manugement Fee Asset Management Fee Sub-total Management Exper | 6320 | 44.064 15.000 59,064 | | 44.064 15.000 59,064 | 1st Year to be set according to HUD schedule PUPA: 1,055 | |
| Salaries/Benefits | 6310 | 160,000 | | | Acc# 6310-010 (+OT) | - |
| Manager's Salary Health Insurance and Other Benifits | 6330 | 94 779 | 0 | 94.779 | Acc# 6310-020 & # 6330 Acc #6723 & #5723-010 | <u> </u> |
| Other Salares/Benofits Administrative Rent-Free Unit Sub-total Salaries/Bene | 000 000 6331 | 9,048 343,449 | 0 | 9,048 | Rent Credit \$754 pimonith Acc #6521 | 1 |
| Administration Advertising and Marketing | 6210 | | | | Acc #6250 | 7 |
| Office Expenses | 6311 6312 | 35,760 | 0 | 35 760 | Act #5311 #6313 #6314 #6360 #6362 #6390 \$ #6395 | 3 |
| Logal Exponse - Property Audt Expense Bookkooping/Accounting Services | 6340 6350 6351 | 20,500 | | 20,500 | Acc #5340 Acc #5350 Acc #5351 | 4 |
| Bad Debts Miscellaneous | 6390 | 1,800 | 0 | 1,800 | Acc #6370 Acc #6319, #6326, #6368, #6385, #6390 & #6392 | - |
| Sub-total Administration Expen | ses | 91,420 | 0 | 91,420 | PUPA: 1,633 | - |
| Electricity Water | 6450 6451 | 41,839 | 0 | 41,839 | Acc #6450 Acc #6451 plus \$8K | 4 |
| Gas Sever Sub-tatal Utili | 6452 6453 ies | | G | 58 812 | Acc #6452 Acc #6453 plus \$12K PUPA: 3,695 | E |
| Taxes and Licenses | 副詞 | T | T | 1 | | T |
| Real Estate Taxes Payrol Taxes Misrolanaris Taxes | 6710 6711 6790 | 5,400 34,811 1,500 | 0 | 34,811 | Acc #6710 Acc #6711 Acc #6790 | 4 |
| Miscolaneous Taxes, Licenses and Permits Sub-total Taxes and Licen Insurance | ses | 41,711 | 0 | 41,711 | PUPA: 745 | د |
| Property and Liabity Insurance Fidelity Bond Insurance | 6720 6721 | 70 | 0 | 70 | Acc #6720 Acc #6721 | 3 |
| Worker's Compensation | 6722 | 15.362 | 0 | 15.362 | Acc6722 Acc #6725 | - |
| Sub-total Insura Maintenance & Repair Payroll | 6510 | 73,797 | | | PUPA: 1,318 Acc #6510 & #6512 (+OT) | - - |
| Supplies Contracts | 6515 | 19,200 | 0 | 19,200 | Acc #6515 #6532 #6532-010 #6541 & #6561 Acc #6516 #6519 #6529 #6537 #6542 #6543 #6544 #6545 | - |
| Garbage and Trash Removal | 6525 | | 0 | 29,000 | Acc #6525 | |
| Security Payro@Contract | | | | | | |
| HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs | 6546 6570 | 24,500 | 0 | 24.500 | Acc #6546 | |
| HVAC Repars and Mantenance Vehicle and Mantenance Equipment Operation and Repairs Miscellationus Dipiraling and Mai Thenance Expenses Sub-total Maintenance & Repair Expen | 6546 6570 6590 | 24.500 0 20.000 251,000 | 0 | 24.500 20.000 251,000 | PUPA: 4,462 | |
| PMCR Regions and Maintenance PMCR agains and Maintenance Macrelinneous Depending and Maintenance & Repair Stat-ball Maintenance & Repair Espen Stat-ball Maintenance & Repair Espen | 6546 6570 | 24.500 0 20.000 251,000 | 0 0 0 0 0 0 0 | 24.500 20.000 251,000 0 1,067,234 | PUPA: 4482 Links from Congruenced Op. Budget Worksheet PUPA: 18,960 | 3 |
| PMCR Reports and Maintenance PMCR approximations Exported Dipersion and Repairs Materialmeous Dipering and Maintenance Exported Stud-ball Maintenance & Repair Expen Supportive Services Commercial Express TOTAL OPERATING EXPENSIS ReserveSignound Lass Base Rent/Bland Frees Granumd Leare Bane Rent Band Monitamy Free | 6546 6570 6590 6590 | 24 500 0 20,000 251,000 1,067,334 | 0 0 0 0 0 0 0 0 0 0 0 | 24.500 20.000 251,000 0 1,087,234 | PUPA: 4.462 Links from Cammercal Op Budget Worksheet PUPA: 18.660 Ecosoms Davelogment Proveix satisfier al communits here 4 | |
| InvCR Regars and Maintenance Venche and Maintenance Equerent Oberston and Repars Macrelineous Operating and Maintenance & Repair Espen Stud-ball Maintenance & Repair Espen Commercial Espenses TOTAL OPERATIVE EXPENSIS Reserves/Ground Lasse Base Rent/Bland Frees Comunity Lasse Base Rent/Bland Frees Comunity Case Base Rent/Bland Comunity Rent/Res/Common/Schemers Comunity Rent/Res/Common/Schemers Comunity Rent/Res/Common/Schemers Comunity Comunity Rent/Res/Common/Schemers Comunity Comunit | 6546 6570 6590 | 24 500 0 20,000 251,000 1,067,334 | 0 0 0 0 0 0 0 0 0 0 0 0 | 24.500 20.000 251,000 0 1,087,234 | PUPA: 4.482 Links from Congruenced Op. Budget Worksheet PUPA: 19,960 | |
| InvCR Expose and Wantenare VenCR and Maintenare Several Conston and Repar- Macelahowa Diprinting and Nationare Exponence Sub-tool Maintenaries & Repair Expen Supportive Services Commercial Expose TOTAL OPERATING EXPENSIS Reserved/Scional Lass Back RentBland Fees Commil Lease Back Rent Band Manteng Tea Dandal Constant Rent Dandal Constant R | 6546 6570 6590 6590 8900 5900 1320 1365 1365 | 24.500 20,000 251,000 1,067,334 1,067,334 1 0 43,841 0 0 0 0 0 0 0 0 | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 24500 20000 251,000 7,067,234 1 1 43,841 | PUPA: 4,482 Links from Commercial Op. Budget Worksheet PUPA: 15,660 Economic Development Proveix additional communits here it MOHCD approved a 3% increase priver starting in 2019 based on PNA Links from Commercial Op. Budget Worksheet | |
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1 of 5

MOHED Proforma - 20 Year Cash Flow

149 Mason Street

1 Withdrawals 9 1 Interest Other Required Reserve 1 Running Balar ERVE 2 - RUNNING BALANCE

| 149 Mason Street | LOSP | Non-LOSP | | | | | | | | | | |
|---|--------------|--------------------------|--|--|-----------------------|--------------------|---------------------|-----------------|----------------------------|----------------------|--|----------------------------|
| Total # Units: 56 | 55 | Unita 1 | | | Year 1 | | | Year 2 | | r | Year 3 | |
| | 100 00% | 0.00% % annual | Comments | | 2019 | | | 2020 non- | _ | | 2021 non- | |
| INCOME Residential - Tenant Rents | LOSP 1.0% | increase | (related to annual line assumptions) | LOSP 288.468 | non-LOSP | Total 258,468 | LOSP 291 353 | LOSP | Total 291,353 | LOSP 294 266 | LOSP | Total 294,296 |
| Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments | n/a n/a | n/a n/a | allan series and a series of the series of t | 836.577 | - | 838,577 | 891 806 | | 891,806 | 928.336 | Leonatzianak | 928,338 |
| Commercial Space Residential Parking | n/a 2.5% | 2 5% | ta anna an ta ann an Ta ann an ta | | | 24,624 | | | 25 444 | | - | 26.081 |
| Miscellaneous Rent Income Supportive Services Income | 2.5% | 25% | antina antin Antina antina | | | | | | 308 | 315 | | 315 |
| Interest Income - Project Operations Laundry and Vending | 25% | 2.5% | | 1,000 | i i i | 1,000 | 1.025 | | 1.025 | 1.051 | • | 1,051 |
| Tenant Charges Miscellaneous Residential Income | 2.5% | 2.5% 2.5% 2.5% | | .200 1.800 | | 200 | 205 | - | 205 | 210 1.891 | - | 210 1,891 |
| Other Cemmercial Income Wintigrawal from Capitalized Reserve (deposit to operating account) | n/a n/a | 2.0% | Link from Reserve Sector below, as applicable | | 116020303030999999000 | : | 12570072004533005 | | | remonation (Sing) | 0.00270224102023 | |
| Gross Potential Income Vacancy Loss - Residential - Tenant Rents | n/a | T n/a | Enter formulas manually per relevant MCH | 1,128,346 (14 423, | | 1,153,169 (14,423) | 1,186,541 | | 1.211,966 | 1,226,070 | | 1,252,150 (14,713) |
| Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial | n/a ri/a | n/a n/a | policy, wroug incrementing usually not appropriate | | | | active and sold | CIDESCAL SURVEY | | NUSCESSION | THE REAL PROPERTY OF THE PROPERTY OF THE REAL PROPE | |
| EFFECTIVE GROSS INCOME OPERATING EXPENSES | | | | 1,113,922 | | 1,138,745 | 1,171,974 | | 1,197,418 | 1,211,356 | • | 1,237,437 |
| Management | | | 1st Year to be set according to HUD | 1 | r | | | | | 1 | | |
| Management Fee Asset Management Fee | 35% | | schedule. per MOHCD policy | 44 064 | <u>:</u> | 44,064 | 45 606 | | 45,808 15,525 | 47.202 16.068 | ; | 47,202 |
| Sub-total Management Expenses Salarles/Benefits | | | | 59,054 | - | 59,054 | 81,131 | - | 61,131 | 63,271 | - | 63,271 |
| Office Salaries Manager's Salary | 35% | 3 5% | - Marine - Anno - An | 160.000 94,779 | | 160,000 94,779 | 165.600 98.096 | • | 165 600 98 098 | 171.396 101.530 | | 171.398 101.530 |
| Health Insurance and Other Benefits Other Salahes/Benefits | 35% | 3 5% | and the second | 79.622 | - | 79,622 | 82,409 | | 82,409 | 85,293 | | 85,293 |
| Administrative Rent-Free Unit Sub-total Salaries/Benefits | 35% | 3 5% | | 9 048 343,449 | - | 9,048 343,448 | 9.365 355,470 | | 9,365 355,470 | 0 692 367,911 | | 9,692 367,911 |
| Administration Advertising and Markebrig | 3.5% | 3 5% | | 350 | | 350 | 362 | | 362 | 375 | | 375 |
| Office Expenses Difice Rent | 3 5% | 3 5% 3 5% | in the interior of the | 35.760 | • | 35 760 | 37 012 | | 37.012 | 38.307 | · · · | 38.307 |
| Legal Expense - Property Audit Expense | 3.5% | 3 5% | | 12,000 | | 12,000 20,500 | 12,420 21,218 | | 12.420 21.218 | 12,855 21,960 | - | 12,855 21,980 |
| Bookkeeping/Accounting Services Bad Debts | 35% 35% | 3 5% 3.5% | | 6,384 1.600 | - | 6 364 1,800 | 6.607 1.853 | | 6,607 1,863 | 1.928 | | 6.839 1,928 |
| Miscellaneous Sub-total Administration Expenses | 3.5% | 3.5% | 1912 | 14,626 91,420 | <u> </u> | 14,826 \$1,420 | 15,138 94,620 | | 15.138 94,620 | | | 15.868 97,931 |
| Utilities Electricity | 3.5% | 3 5% | | 88 851 | | 88 851 | 91.961 | - | 91.961 | 95 179 | | 95,179 |
| Water | 35% | 35% | | 41.839 17.391 | <u>:</u> | 41,839 17,391 | 43 303 16,000 | | 43,303 18,000 | 44.819 18.630 | | 44,819 |
| Sewer Sub-total Utilities | 3 5% | 3 5% | | 58.812 206,893 | <u> </u> | 58,812 206,893 | 60,870 214,134 | | 60.870 214,134 | 63 001 221,629 | - | 63.001 221,629 |
| Taxes and Licenses Real Estate Taxes | 35% | 3 5% | | 5,400 | <u> </u> | 5,400 | 5,589 | | 5 589 | 5 785 | - | 5,785 |
| Payrol Taxes Miscellaneous Taxes, Licenses and Permits | 35% | 35% | | 34 811 1.500 | - | 34,811 1,500 | 36 029 1.553 | - | 36.029 1.553 | 37 290 | | 37,290 |
| Sub-total Taxes and Licenses | | | | 41,711 | - | 41,711 | 42,171 | - | 43,171 | 44,682 | - | 44,682 |
| Property and Liability Insurance Fridetty Bond Insurance | 35% | 3.5% | | 52,870 70 | | 52.870 70 | 54.720 72 | | 54,720 72 | 58,636 | | 56,838 75 |
| Worker's Compensation Director's & Officers' Liability Insurance | 3.5% | 35% | · · · · · · · · · · · · · · · · · · · | 15.362 5.495 | | 15.382 | 15 900 5 687 | | 15 900 | 16 456 | ÷ | 16.456 5.680 |
| Maintenance & Repair Sub-total Insurance | | | | 73,797 | | 73,797 | 76,380 | | 76,380 | 79,053 | | 79,053 |
| Maintervance & Repair Payroll Supplies | 35% | 35% | | 87.000 19.200 | | 87,000 19,200 | 90.045 19.672 | | 90.045 19.872 | 93 197 20.568 | - | 93.197 20.568 |
| Contracts Garbage and Trash Removal | 35% | 35% | | 45.500 | | 45,500 29,000 | 67.793 30.015 | | 07.793 30.015 | 20,566 70,165 31,066 | | 20.568 70,185 31,066 |
| Sarbaye and rissi Removal Security Payrol/Contract HVAC Repairs and Maintenance | 35% | 35% | | 29 000 5 800 24 500 | | 5.800 | 6 003 25,359 | | 6.003 25.358 | | | 6,213 28,249 |
| Vehicle and Maintenance Equipment Operation and Repairs | 3.5% | 35% | | - | | - | - | | | | | |
| Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses | | 1 | | 20 000 251,000 | | 20,000 | 20.700 259,785 | | 20,700 259,785 | 268,877 | | 21.425 268,877 |
| Supportive Services Commercial Expenses | 3 5% | 3 5% | | and the second s | | | Palasan (daba) | orour New York | | ellerine iso | 101000002.0000 | <u>.</u> |
| TOTAL OPERATING EXPENSES | | | | 1,067,334 | - | 1,067,334 | 1,104,691 | - | 1,104,691 | 1,143,355 | | 1,143,355 |
| PUPA (w/o Reserves/GL Base Rent/Bond Fees Reserves/Ground Lease Base Rent/Bond Fees | | | | | | 19,060 | | | Note Hidden | columns are in D | elween lotal col | umns. To upda |
| Ground Lease Base Rent Bond Montoring Fee | - | | | 1 | | 1 | 1 | | 1 | 1 | | . 1 |
| Replacement Reserve Deposit | | | Must add 3% increase p/year approved by Mike McLoone based on PNA | 43,841 | | 43,841 | 45 158 | | 45.158 | 46.511 | | 48,511 |
| Operating Reserve Deposit Other Required Reserve 1 Deposit | | | | | | | 20,000 | | 20.000 | 20 000 | · | 20,000 |
| Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial | 1 | | | | | | - | - | ÷ | t ÷ | | |
| Sub-total Reserves/Ground Lease Base Rent/Bond Fees | d Fees) | | | 43,842 | | 43,542 | 65,157 1,169,848 | - | 65,157 1,163,848 | 66,512 1,209,867 | - | 66,512 1,209,867 |
| PUPA (w/ Reserves/GL Base Rent/Bond Fees NET OPERATING INCOME (INCOME minus OP EXPENSES) | | | | 2,748 | | 19,842 27,570 | 2.126 | | 27,570 | 1,489 | | 27,570 |
| DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized lo | ans) | | | | | | | | Note Hidden | | intworm total cai | untriz. Ta upde |
| Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt or other 2nd | | | Enter comments re: annual increase, erc. Enter comments re: annual increase, etc. | 27.570 | : | 27,570 | 27.570 | | 27.570 | 27.570 | | 27.570 |
| Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) Hard Debt - Fourth Lender | | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | | | - | | | | | | |
| Commercial Hard Debt Service TOTAL HARD DEBT SERVICE |] | | | 27,570 | | 27,570 | 27,570 | | 27,570 | 27,570 | | 27,570 |
| CASH FLOW (NOI minus DEBT SERVICE) | | | | (24,824) | | 0 | (25,444) | | | (25,081) | | • |
| Commercial Only Cash Flow Allocation of Commercial Surplus to LOPS/hon-LOSP (residual inci- | ime) | | | 24,824 | <u> </u> | 24,824 | 25 444 | - | 25,444 | 26.081 | - | 26,081 |
| AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) | | | DSCR: | 0 | | o Secondaria | - | - | 100022035 | (0)) | - | |
| USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) | 35% | 35% | per MOHCD policy | | | | | | Note Hidden | columna are in l | octween lotal col | umns. To upd |
| Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) | 3.5% | | per MOHCD policy per MOHCD policy per MOHCD policy no annual increase | | <u> </u> | | | | | | | |
| Other Payments Non-amontging Loan Pmnt - Lender 1 | | | Enter comments re: ennual increase. etc | <u> </u> | | <u> </u> | | | | E÷ | | |
| Non-amortizing Lean Print - Lender 2 Deferred Developer Fee (Enter am <= Max Fee from row 131) | | | Enter comments re-presial increase, etc. | <u> </u> | | | | | at at | - | | |
| TOTAL PAYMENTS PRECEDING MOHICE | | | | | | | | í_ | | | ` | |
| RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED Does Project have a MOHCD Residual Receipt Obligation? | NG MOHO | D) Yes | (| ° ٦ | - | σ | • | | • | (0) | - | • |
| Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner | | No 67% / 33% | | ł | | | | | | | | |
| | | | L | Max Deterred De | weioper Fee Amt | | | | | | | |
| MOHOD RESIDUAL RECEIPTS DEBT SERVICE | | Dist. Soft Debt Loans | I | Cum. Deterred C | | | | | - | | | |
| | 1 | | Allocation per pro rata share of all soft debi |] | | |] | | |] | | |
| MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment | 1 | 100 00% | loans, and MOHCD residual receipts policy | 1 | | 0 | 1 | | | 1 | | |
| Proposed MOHCD Residual Receipts Amount to Residual Ground Lease | J | 1 | Proposed Total MOHCD Amt Due less Loan Repayment | J | | | J | | |] | | |
| NON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE | 1 | 0.00% | No HCD Floanding | 1 | | | 1 | | | 1 | | |
| Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due | } | 0 00% 0 00% | |] | | : |] | | |] | | |
| Total Non-MOHCD Residual Receipts Debt Service | | | | - | | - | • | : | - | - | | • |
| REMAINDER (Should be zero unless there are distributions below) | - | | | | | 0 | - | | <u>.</u> | - | | - |
| Owner Distributions/Incentive Management Fee Other Distributions/Uses | ł | | | 1 | | 0 | · · | | | 1 | | |
| Final Balance (should be zero) | | | | | | - | | | | | | • |
| REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Storting Balance | 1 | | As of 1/1/2019 Must add 3% increase p/year approved by | 1 | | 246,968 |] | | 144,887 | 1 | | 180,823 |
| Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally bed to CNA) | - | | Must add 3% increase p/year approved by Mike based on PNA anticipated detert Based on PNA schedule & Emerg Exp | 4 | | 43,841 148,385 | 4 | | 45,156 | | | 46,511 75,418 |
| Replacement Reserve Interest Replacement Reserve Interest RR Running Balance | 1 | | Anticipated 1% interest rate | 1 | | 2,463 | 1. | | 12.029 2,605 180.823 | J | | 75,416 |
| • | | | RR Balance Unit | | | 144,887 \$2,587 | | | 180,823 \$3,229 | | | 155,065 \$2,769 |
| OPERATING RESERVE - RUNNING BALANCE Operating Reserve Starting Balance | 7 | | As of 1/1/2019 | 7 | | 247,353 | 1 | | 247,932 | | | 267,932 |
| Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Withdrawals | 1 | | | - | | | - | | 20,000 | 1 | | 20,000 |
| Operating Reserve Interest OR Running Balance | 1 | | L | 1 | | 247,932 | J | | 267,932 | J | | 287,932 |
| OTHER REQUIRED RESERVE 1 - RUNNING BALANCE | n | UK Balance a | is a % of Phor Yr Op Exps + Debt Service | - | | , | 1 | | 23.5% | า | | 24.05 |
| Other Reserve 1 Starting Balance Other Reserve 1 Deposts | 1 | | | 1 | | - | 1 | | | 1 | | - |
| Other Reserve 1 Withdrawals Other Reserve 1 Interest | ł | | | 1 | | <u> </u> | ł | | | 1 | | |
| Other Required Reserve 1 Running Balance | | | | | | - | | | - | | | |

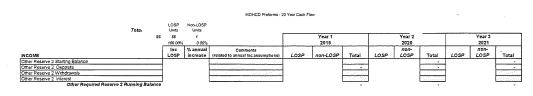
1 cf 14

149 Mason Street

MOHCD Proforma - 20 Year Cash Flow

| 149 Mason Street | LOSP | Non-LOSP | | | | | | | | | | |
|--|-------------------------|--------------------------|---|-------------------------|--------------------|-----------------------|--|--------------------|---------------------|--------------------|-------------------|---------|
| Total # Units: 56 | Units 55 100 601; | Units f 0.00% | | | Year 4 2022 | | | Year 5 2023 | | | Year 6 2024 | |
| NCOME | inc LOSP | % annual increase | Comments (related to annual inc assumptions) | LOSP | non-LOSP | Total | | non-LOSP | Total | LOSP | non-LOSP | Tota |
| lesidental - Tenant Rents lesidential - Tenant Assistance Payments (Non-LOSP) | 1 0% n/a | 2.5% - n/a | | 297,209 | | 297,209 | 300,181 | | 300.181 | 303 183 | | 30; |
| esidental - LOSP Tenant Assistance Payments ommercial Space | n/a n/a | r/a 2.5% | | 966.215 | | 986,215 26,733 | 985 489 | | 985.489 27.401 | 1.026.209 | | 1.02 |
| lesidential Parking Iiscellaneous Rent Income | 25% 25% | 2.5% | | | | | • | | | · · · | | |
| upportive Services Income Interest Income - Project Operations | 2.5% | 2.5% | | 323 | | 323 | - 331 | | 331 | - 339 | | |
| aundry and Vending enant Charges | 25% | 2.5% | | 1.077 215 | | 1,077 | 1,104 | | 1,104 | 1.132 | | |
| liscellaneous Residential Income ther Commercial Income | 2.5% n/a | 2.5% | | 1.938 Utici School - | Malantana ing | 1,936 | 1,987 | | 1,987 | 2 037 | | |
| Vindrawal from Capitalized Reserve (deposit to operating account) | п/а | n/a | Link from Reserve Section below, as applicable | | - | | | | | | - | |
| Gross Potential Income acancy Loss - Residential - Tenant Rents | n/a | | Enter formulas manually per relevant MOH | 1,266,977 | | 1,293,710 (14,560) | 1,289,313 (15,009) | - | 1.316,714 (15,009) | 1,333,126 | | 1,36 |
| acancy Loss - Residential - Tenant Assistance Payments acancy Loss - Commercial | n/a n/a | n/a n/a | policy: annual incrementing usually not appropriate | and the second second | ILCONSTRUCTORS. | | ower a state of the | onton association: | | | | |
| EFFECTIVE GROSS INCOME PERATING EXPENSES | | | | 1,252,117 | - | 1,276,850 | 1,274,304 | | 1,301,705 | 1,317,967 | | 1,34 |
| anagement | | 1 | Itst Year to be set according to HUD | · | | | | | | | | |
| Ianagement Fee sset Management Fee | 35% | | schedule. per MOHCD palky | 48,855 | | 48.855 16,631 | 50 564 17,213 | - | 50.564 17.213 | 52.334 17.815 | | 5 |
| Sub-lotal Management Expenses alaries/Benefits | | | | 65,485 | - | 65,485 | 67,777 | | 67,777 | 70,150 | - | 7 |
| ifice Solares Janager's Solary | 35% | 35% | | 177 395 | | 177,395 | 183 604 108 761 | | 183.804 | 190.030 112.565 | | 19 |
| eath Insurance and Other Benefits ther Salaries/Benefits | 35% | 35% | | 88 278 | | 88,278 | 91.368 | | 81,368 | 94.568 | ÷ | 9 |
| dministrative Rent-Free Unit Sub-total Salaries/Benefits | 3.5% | 3.5% | L | 10 032 380,788 | | 10.032 380,789 | 10.383 394,116 | | 10.383 394,116 | 10 746 407,910 | · | 40 |
| dministration | , | , | | | | | | | | | - | |
| dvertising and Marketing | 35% | 35% | | 388 39.648 | - | 388 39,648 | 402 | | 402 41,035 | 42 472 | | 4 |
| fice Rent gal Expense - Property | 35% | 35% | | 13 305 | - | 13.305 | 13 770 | | 13,770 | 14 252 | <u>.</u> | , |
| udi Expense aakkeeping/Accounting Services | 35% | 35% 35% | | 22,729 7,078 | | 22.729 7,078 | 23 524 | | 23,524 7,326 | 24.348 7.582 | | 2 |
| ad Debts Iscellareous | 3.5% | 35% | | 1,996 | | 1,995 | 2.066 | ····· | 2.066 | 2 138 | | 1 |
| Sub-total Administration Expenses | 0010 | 1 000 | | 101,359 | · · · | 101,359 | 104,907 | - | 104,907 | 108,578 | - | 10 |
| ectricity | 35% | 3 5% | | 98 511 | · | 98.511 | 101.959 | | 101,959 | 105 527 | - | 10 |
| ater 35 | 35% | 3 5% | | 46.388 | - | 46.388 | 48.011 | · · | 48,011 | 49.692 | - | |
| sub-total Utilities | 3.5% | 3 5% | L | 65 206 229,386 | | 65,206 229,386 | 67.488 237,414 | | 67,488 237,414 | 69 850 245,724 | | 24 |
| ixes and Licenses | 3,5% | 3.5% | | 5 987 | I | 5,987 | 6 197 | | 6,197 | 6,414 | · . | |
| woll Taxes scellaneous Taxes, License: and Permits | 35% | 3.5% | | 38 596 1.663 | - : | 38 596 1 663 | 39 946 1.721 | | 39,948 1,721 | 41.345 1.782 | | |
| Sub-total Taxes and Licenses Sub-total Taxes and Licenses | • | | | 46,246 | | 46,246 | 47,854 | • | 47,854 | 49,540 | | · |
| operty and Liability Insurance | 35% | 35% | [| 58,618 | | 58.618 | 60 670 80 | | 60.670 | 62 793 | | E |
| delity Bond Insurance orker's Compensation | 35% | 3 5% | | 78 | | 78 | 80 17,628 | | 80 17 628 | 83 18,245 | | 1 |
| rector's & Officers' Liability ir surance Sub-total Insurance | 35% | 3 5% | I | 6 092 81,820 | <u> </u> | 6,092 \$1,820 | 6 306 84,684 | | 6,308 84,684 | 6,526 87,648 | | |
| aintenance & Repair | 35% | 3 5% | | 90 456 | - 1 | 96,458 | 99 835 | | 99,835 | 103.329 | | 10 |
| pples intracts | 35% | 35% | | 21.287 | - | 21.287 72.621 | 22.032 75 163 | | 22.032 75.183 | 22,804 | · · | 1 |
| arbage and Trash Removal curity Payrol/Contract | 35% 35% | 3 5% 3 5% | | 32 153 6 431 | | 32,153 6,431 | 33 278 6 656 | | 33.278 6.656 | 34,443 6.869 | - | 3 |
| VAC Repars and Maintenance whice and Maintenance Equipment Operation and Repairs | 35% | 35% | | 27,164 | | 27,164 | 28 114 | | 28.114 | 29 095 | ÷ | 2 |
| scelaneous Operating and Mantenance Expenses Sub-lotal Maintenance & Repair Expenses | 3 5% | 3 5% | | 22,174 | | 22,174 | 22.950 288,028 | | 22,950 | 23.754 298,109 | | 25 |
| ipportive Services | 3.5% | 3.5% | | 470,400 | | . 1 | 100,010 | | - | - | | ~~~ |
| nd Mentorng Fee placement Reserve Deposit renting Reserve Deposit het Réquired Reserve 1 Deposit | | | Must add 3% increase plyear approved by Mike McLoone based on PNA | 47 906 20 000 | | 47,906 20,000 | 49 343 | | 49,343 | 50.824 - - | | 5 |
| ther Required Reserve 2 Deposit equired Reserve Depositis, Commercial Sub-total Reserves Ground Lease Base Rent/Bond Fees | | | | 67.907 | | 67.907 | 49.344 | | 49,344 | 50,825 | - | 5 |
| DTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon | d Fees) | | | 1,251,280 | | 1,251,280 | 1,274,135 | | 1,274,135 | 1,318,483 | | 1,31 |
| PUPA (w/ Reserves/GL Base Rent/Band Fees) ET OPERATING INCOME (INCOME minus OP EXPENSES) | , | | | 837 | · · | 27,570 | 169 | | 27 570 | (515) | | 2 |
| EBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized io | ans) | | | odolete values i | n yellow cells mi | | | iqqing across m | | | | |
| ard Debt - First Lender ard Debt - Second Lender (+ CD Program 0.42% ovmt or other 2nd L | { | | Enter comments re annual increase, etc. Enter comments re: annual increase, etc. | 27.570 | <u>;</u> | 27.570 | 27.570 | | 27.570 | 27.570 | - | z |
| ard Debt - Third Lender (Other HCD Program, or other 3rd Lender) ard Debt - Fourth Lender | | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | | | | - | | | | | |
| ommercial Hard Debt Service TOTAL HARD DEBT SERVICE | | | | 27.570 | 0900200000 | . 27.570 | 27,570 | 1845545188 | 27,570 | 27,570 | Period Will store | 2 |
| ASH FLOW (NOI minus DEBT SERVICE) | | | | (26,733) | - | | (27,401) | | a | (28,086) | | |
| Commercial Only Cash Flow Alocation of Commercial Surplus to LOPS/non-LOSP (residual inco | me) | | | 26 733 | | 26,733 | 27.401 | - | 27,401 | 28.086 | <u> </u> | 2 |
| AVAILABLE CASH FLOW | | | DSCR: | (0) | | naranie Status) | 0 | | o Representation | (0) | | 2023.28 |
| SES OF CASH FLOW BELOW (This row also shows DSCR.) SES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL | | 1 7 | | exteriore values : | n yellow cells, ma | | si rather than dra | 99/19 BC/D33 /II | | | | russis) |
| elow-the-line" Asset Mgt (ee (uncommon in new projects, see policy) intrenship Management Fee (see policy for (mits) | 35% | 3 5% 3 5% | per MOHCD palicy per MOHCD palicy | | | | : - | - | | - | - | |
| vestor Service Fee (aka "LP Asset Mgt Fee") (see policy for imits) her Payments | | 0202030000 | per MOHCD policy no annual increase | | | | | - | | - | - | |
| m-amortizing Loan Print - Lander 1 m-amortizing Loan Print - Lander 2 | | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | | | | | - | | | - | |
| ferred Developer Fee (Enter ant <= Max Fee from row 131) | I | | | | I | 7 | | · · · · · | | | · · · · | |
| SIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDI | NG MOHC | | | (0) | | <u>-</u> | <u>`</u> | <u>·</u> | | (0) | | |
| es Project have a MOHCD Residual Receipt Obligation? 8 Project Defer Developer File? | | Yes No | | | | | | | | | | |
| sidual Receipts split for all years, - Lender/Owner | | 67%/33% | | 1 | | | | | | | | |
| | | Dist Soft | | • | | | | | | | | |
| MOHED RESIDUAL RECEIPTS DEBT SERVICE | | Dist. Soft Debt Loans | | 1 | r | · . | | | · | | , | |
| DHCD Residual Receipts Amount Due | | 100 00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy | | | | | | | | | |
| roposed MOHCD Residual Receipts Amount to Loan Repayment troposed MOHCD Residual Receipts Amount to Residual Ground | | | Proposed Total MOHED Am Due (css Loan | | | • | | | 0 | | | |
| ease | | | Proposed Total MOHCD Anti Due less Loan Repayment | J | l | | | | | | l | |
| NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE D Residual Receipts Amount Due | l | 0 00% | No HCD Finencing | 1 | ſ | | | ļ | | | ſ | |
| nder 4 Residual Receipts Due nder 5 Residual Receipts Due | | 0.00% .0.00% | | | | | | | | | | |
| Total Non-MOHCD Residual Receipts Deht Service | | | | | • | - | | | | | | |
| MAINDER (Should be zer» unless there are distributions low) | | | | | | <u> </u> | | | | | | |
| vner Distributions/Incentive Management Fee | | | | | F | i | | | 0 | | | |
| nal Balance (should be zero) | | | | | | | | | | | | |
| PLACEMENT RESERVE - RUNNING BALANCE placement Reserve Starting Balance | | | As of 1/1/2019 |] | Г | 155,085 | | l | 127,410 | | ſ | 4 |
| placement Reserve Deposits | | | Must add 3% increase plyear approved by Mike based on PNA anticipated deficit | | | 47,906 | | | 49,343 | | | 5 |
| placement Reserve Withdrawals (ideally tied to CNA) placement Reserve Interest | | | Based on PNA schedule & Emerg Exp Antropated 1% interest rate | | ļ | 75,492 | | | 135,057 2,635 | | | 1 |
| RR Running Balance | | | RR Balanco/Und | - | | 127,410 \$2,275 | | | 44,331 \$792 | | L. | 8 J |
| PERATING RESERVE - RUNNING BALANCE | | | | 1 | r | | | | | | , | |
| erating Reserve Starting Balance erating Reserve Deposits | | | As of 1/1/2019 | | ł | 287,932 20,000 | | | 307,932 | | ļ | 30 |
| erating Reserve Withdrawals serating Reserve Interest | | | | | ŀ | | | 1 | | | | |
| OR Running Balance | | OR Balanca a | s a % of Price Yr Op Exps + Debl Service | | | 307,932 24 9% | | | 307,932 24.1% | | | 30 |
| | | on buinter o. | | | | | | | | | | |
| her Reserve 1 Starting Balance | | | | 1 | [| <u> </u> | | 1 | | | í | |
| THER REQUIRED RESERVE 1 - RUNNING BALANCE her Reserve 1 Stading Balarce her Reserve 1 Deposts her Reserve 1 Withdrawals her Reserve 1 Merest | | | | | F | | | | | | | |

Citier Reserve 1 Interest Other Reserve 1 Interest Other Required Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE



2 of 14

MOHCD Proforma - 20 Year Cash Flow

Cither Reserve 1 Interest Other Required Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE

| 149 Mason Street | LOSP | Non-LOSP | | | | | | | | | | |
|---|------------------------|-------------------------------|---|----------------------------|-------------------------|---------------------------------------|-------------------------------|---|-------------------------------|-------------------------------|---------------------|-------------------------------|
| Total # Units: 55 | Units 55 | Units 1 | | [| Year 7 | | | Year 8 | | | Year 9 | |
| INCOME | 100 00% inc LOSP | 0 00% % annuai increase | Comments (related to annual inclassumptions) | LOSP | 2025 non-LOSP | Totai | LOSP | 2026 non-LOSP | Totai | LOSP | 2027 non-LOSP | Total |
| Residențial - Tenant Renis Residențial - Tenant Assistance Payments (Non-LOSP) Residențial - LOSP Tenant Assistance Payments | 1.0% n/a n/a | 2.5% n/a n/a | | 306,215 | | 306.215 | 309 277 | 100000000000000000000000000000000000000 | 309,277 | 312 370 | Side Supplement | 312,370 |
| Commercial Space Residential Parking Niscellaneous Rent Income | n/a 2.5% 2.5% | 2 5% 2 5% 2 5% | | withing network | - | 28,788 | endezektinen • | NUMBER OF BRIDE | 29.508 | Regeleenter | - | 30,245 |
| Supportive Services Income | 2.5% 2.5% | 2.5% | | | | - 346 | | | 357 | | | - 368 |
| Laundry and Vending Tenant Charges Miscelläneous Residential Income | 25% | 2.5% | | 1,180 232 2,087 | | 1,160 232 2,087 | 1.189 238 2.140 | | 1,189 238 2,140 | 1.219 244 2.193 | | 1,219 244 2,193 |
| Other Commercial Income | n/a n/a | 2 5% r/a | Unk from Reserve Section below, as | | | | 2140 | | - | | | |
| Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income Vacancy Loss - Residential - Venant Rents | n/a | | applicable Enter formulas manually per relevant MOH | 1,398,469 | | 1,427,256 (15.311) | 1,445,393 | | 1,474,901 (15,464) | 1,493,956 (15 618) | 1 | 1,524,201 (15,618) |
| Vacancy Loss - Residential - "enant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME | n/a n/a | n/a n/a | policy, annual incrementing usually not appropriate | 1,383,157 | California (California) | 1,411,945 | 1,429,929 | ante ante ante | 1,459,437 | 1,478,337 | enantra alternation | 1,508,583 |
| OPERATING EXPENSES Management | | | | | | | 1,-120,020 | | | ., | | |
| Management Fee Asset Management Fee | 35% | 3.5% | 1st Year to be set according to HUD schedule. per MOHCD policy | 54 166 18 439 | | 54.166 18,439 | 56 062 19 064 | | 56.062 19.084 | 58.024 19.752 | <u>.</u> | 58.024 19.752 |
| Sub-total Management Expenses Salaries/Benefits Office Salares | 2.65 | 1.00 | | 72,605 | | 72,605 | 75,146 | | 75,146 | 77,776 | | 77,776 |
| Manager's Salory Health Insurance and Other Eenstes | 35% 35% 35% | 35% 35% 3.5% | | 116 508 97 876 | | 196,681 116,508 97,876 | 203 565 120 585 101,301 | | 203 565 120 585 101 301 | 210.659 124.806 104.847 | - | 210 689 124 805 104,847 |
| Other Salaries/Benefits Administrative Rent-Free Lins Sub-total Salaries/Benefits | 35% 35% | 3.5% 3.5% | | 11.122 | | 11,122 422,187 | 11.512 | | - 11.512 436,963 | - 11.914 452,257 | • | - 11.914 452,257 |
| Administration | 35% | 3 5% | | 430 | | 422,187 | 430,903 | • | 436,563 | 452,257 | | 461 |
| Office Expenses Office Rent Legal Expense - Property | 35% | 3.5% 3.5% 3.5% | | 43.958 | | 43,958 14.751 | 45 497 | | 45,497 15,267 | 47.089 | · · · | 47_089 |
| Audt Expense - Fragery Audt Expense Bookkeeping/Accounting Services | 3.5% | 3.5% | | 25 200 | - | 25,200 | 15 267 26,082 8 122 | - | 26.082 8,122 | 26 995 8.407 | | 26.995 8,407 |
| Bad Debts Miscelaneous Sub-lotal Administration Expenses | 35% 35% | 3.5% 3.5% | | 2213 17.979 112,379 | | 2.213 17,979 112,379 | 2,290 | | 2,290 18,608 116,312 | 2 370 19 260 120,383 | | 2,370 19,260 129,383 |
| Utilities Electricity | 3 5% | 3.5% | | 109 221 | i | 109,221 | 116,312 | | 113,043 | 117.000 | | 117,000 |
| Water Gas Sewer | 35% | 35% 35% 35% | | 51,431 21,378 72,295 | - | 51,431 21.378 72 295 | 53 231 22 126 | | 63.231 22.128 74.825 | 55 094 22.901 77 444 | | 55.094 22.901 77.444 |
| Sub-total Utilities Taxes and Licenses | J.2% | | · · · · · · · · · · · · · · · · · · · | 72,295 254,324 | · | 72 295 254,324 | 74,825 263,226 | | 74.825 | 272,439 | | 272,439 |
| Real Estate Taxes Payroll Taxes | 35% | 35% 35% 3.5% | | 6 6 38 42 792 | | 8,638 42,792 | 6 870 44 289 | | 6,870 44,289 | 7.111 | - | 7,111 45,839 1,075 |
| Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses Insurance | 3 5% | | 1 | 1.844 | - | 1,844 51,273 | 1.908 53,068 | | 1.908 \$3,068 | 1.975 54,925 | · · · | 1,975 54,925 |
| Property and Liability Insurance Fidelity Bond Insurance | 35% | 3.5% | | 64 991 86 | | 64,991 86 | 67.265 89 | : | 67,265 89 | 69 620 92 | | 69,620 92 |
| Worker's Compensation Director's & Officers' Liability Insurance Sub-total Insurance | 35% | 3 5% 3 5% | | 18 884 6 755 90,715 | | 18,884 6,755 90,715 | 19 545 6 991 93,890 | | 19 545 6,991 93,890 | 20 229 7 236 97,177 | | 20.229 7.236 97,177 |
| Maintenance & Repair Payrol | 3 5% | 3.5% | | 106 945 | | 108,945 | 110 888 | | 110,698 | 114.562 | | 114.562 |
| Supplies Contracts Garbage and Trash Removal | 35% 35% 35% | 35% | | 23 602 90 516 35 648 | | 23.602 80.516 35.648 | 24 428 83 334 36 896 | · · · | 24,428 83,334 36,896 | 25 283 88 251 38 187 | ; | 25.283 86.251 38,187 |
| Security Payrol/Contract HVAC Repars and Maintenar ce | 35% 35% | 35% | | 7 130 30 117 | | 7,130 30,117 | 7 379 31 171 | : | 7.379 31.171 | 7.637 32.262 | - | 7 637 32 262 |
| Vehicle and Maintenance Equipment Operation and Repairs Miscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses | 35% | 3 5% | | 24 585 | - | 24.585 308,543 | 25 446 | ÷ | 25 446 319,342 | 26 336 330,519 | | 26,338 330,519 |
| Supportive Services Commercial Expenses | 3 5% | 3 5% | | en marine a | | : | Contracting | | | | | |
| TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees) | | | | 1,312,026 | | 1,312,026 | 1,257,947 | - | 1,357,947 | 1,405,475 | - | 1,405,475 |
| Reserves/Ground Lease Base Rent/Bond Fees | | (| | ſ | - | 1 | 1 | | 1 | r | . | 1 |
| Bond Monitoring Fee Replacement Reserve Deposi | | | Must add 3% increase p/year approved by Mike McLoone based on PNA | 52.348 | · · · · | 52 348 | 53 919 | | 53,919 | 55 576 | - | 55.538 |
| Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 1 Deposit Other Secure of Reserve 1 Deposit | | | ···· | 20.000 | | 20,000 | 20,000 | | 20,000 | 20.000 | | 20,000 |
| Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees | | ł | | 72,349 | | 72,349 | 73,920 | - | 73,920 | 75,537 | | 75,537 |
| TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees) | Fees) | | | 1,384,375 | - | 1,364,375 | 1,431,867 | - | 1,431,867 | 1,481,013 | | 1,481,013 |
| NET OPERATING INCOME (INCOME minus OP EXPENSES) DEBT SERVICE/MUST PAY PAYMENTS ["hard debt"/amortized ioa | ns) | | | (1,218) | | 27,570 | (1,938) | - | 27,570 | (2,675) | • | 27,570 |
| Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pymt) of other 2nd Le Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender) | ender) | | Enter comments re-anivual increase, etc Enter comments re-anivual increase, etc Enter comments re-atnual increase, etc. | 27.570 | | 27,570 | 27.570 | | 27.570 | 27.570 | | 27.570 |
| Hard Debt - Fourth Lender Commercial Hard Debt Service | | | Enter comments re, antiqual increase, etc | anangsahad | - Conservations | | an casa ang | un college d'an | - | 0.0427.4078.00 | - | |
| TOTAL HARD DEBT SERVICE CASH FLOW (NOI minus DEBT SERVICE) | | | | 27,570 (28,788) | | 27,570 | 27,570 (29,508) | | 27,570 | 27,570 (30,245) | | 27,579 [0] |
| Commercial Only Cash Flow Modelionial Commercial Surplus to LOPS/non-LOSP (residual incon | ne) | | | 28 788 | | 28,788 | 29 508 | | 29,508 | 30 245 | <u> </u> | 30,245 |
| AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHICD DEBT SERVICE IN WATERFALL | | | DSCR: | | • | 17.62.6396.9 1 . | . (0) | • | Kanadariyin | (0) | | (0) 1998:1999:1997 |
| "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) | 35% 35% | 3 5% | eer MOHCD policy ser MOHCD policy | | | | <u> </u> | : : | | · · · | - | |
| Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Paymants | | 0007847431A | per MOHCD policy no annual increase | | | | - | - | | - | | |
| Non-amonizing Loan Frint-Lender 1 Non-amonizing Loan Frint-Lender 2 Deferred Developer Fée (Enter ant K= Max Fee from row 131) | | | Enter comments re, annual increase, elc. Enter comments re: atnual increase, elc. | | | | - | - | | | | |
| TOTAL PAYMENTS PRECEDING MOHOD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN | с монс | -) | | | | | | | | | | (0) |
| Does Project have a MOHCD Residual Receipt Obligation? Will Project Defer Developer Fee? | | Yes No | | | | | | | | | | . , |
| Residual Receipts split for all years - Lender/Owner | | 67% / 33% | | | | | | | | | | |
| | l | Dist. Soft Debt Loans | | | | | | | · . | | | |
| MDHCD Residual Receipts Amount Due | | 100.00% | Alocation per pro rata share of all soft debt aans, and MOHCD residual receipts policy | | Γ | | | Γ | | | · [| |
| Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground Lease | | | Proposed Total MOHCD Ant Due less Loan Reservment | | F | | | F | | | F | |
| NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due | | | Repayment | | L - | لــــــــــــــــــــــــــــــــــــ | | - | | | - | |
| Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due | | 0 00% | | | ŧ | | | | | | Ē | |
| Total Non-MCHCD Residual Receipts Debt Service REMAINDER (Should be zero unless there are distributions | | | | | _ | | | - | | | - | |
| below) Owner Distributions/Incentive Management Fee Other Distributions/Uses | | F | | | F | | | F | | | F | <u> </u> |
| Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE | | L | | | L | | | L | | | L | ' |
| Replacement Reserve Starting Balance | | 5 | is of 1/1/2019 Arist add 3% increase p/year approved by | | F | 83,421 | | F | 124,021 | | F | 166,177 |
| Replacement Reserve Deposits Replacement Reserve Withdrawals (ideally tied to CNA) Replacement Reserve Interest | | 6 | tike based on PNA anticipated deficit Based on PNA schedule & Emorg Exp Intropated 1% interest rate | | þ | 52,348 13,944 2,195 | | þ | 53,919 14,353 2,501 | | F | 55,536 14,754 3.022 |
| RR Running Balance | | 6 | RR BalancoVint | | L | 124,021 \$2,215 | | L | 166,177 \$2,967 | | L | 209,942 \$3,749 |
| OPERATING RESERVE - RUNNING BALANCE Coperating Reserve Starting Balance Operating Reserve Deposits | | P | is of 1/1/2019 | | F | 307,832 | | F | 327,932 | | F | 347,932 20,000 |
| Operating Reserve Withdrawais Operating Reserve Interest | | ŀ | | | E | | | E | | | Ē | |
| OR Running Balance | c | R Balance as | a % of Pror Yr Op Exps + Debt Service | | | 327,532 24.4% | | | 347,932 24 6% | | | 367,932 25 2% |
| Other Reserve 1 Starting Balance Other Reserve 1 Deposits | | E | | | E | - | | E | - | | E | |
| Other Reserve 1 Wähdrawals Other Reserve 1 Interest Other Required Reserve 1 Running Balance | | E | | | E | _ | | E | 1 | | E | |
| OTHER RESERVE 2 - RUNNING BALANCE | | | | | | - | | | | | | |

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MOHCD Protorma - 20 Year Cash Flow

| 40 | 44- | C ** | |
|----|-----|----------|--|

| 149 Mason Street | LOSP | Non-LOSP | | | | | | | | | | |
|---|------------------------|--------------------------|---|--|-----------------|-------------------------------|-------------------------------|---------------------|---|-------------------------------|------------------|---------------------------------------|
| Total # Units: 56 | Units 55 | Units 1 | | | Year 10 2028 | | | Year 11 | | | Year 12 2030 | |
| INCOME | 100 005 Inc LOSP | % annual increase | Comments (related to annual inclassumptions) | LOSP | non-LOSP | Total | LOSP | 2029 non-LOSP | Total | LOSP | non-LOSP | Total |
| Residential - Tenant Rents Residential - Tenant Assistance Payments (Non-LOSP) Residential - LOSP Tenant Assistance Payments | 1.0% n/a | 2.5% n/a n/a | | 315 493 | | 315,493 | 318.648 1.253.353 | | 318 048 1 253 353 | 321,835 | INTEL CONTRACTOR | 321,835 |
| Commercial Space Residential Parking | n/a 2.5% | 2.5% | | | | 31,002 | | orenterene. | 31,777 | 900000800000 | | 32,571 |
| Miscellaneous Rent Income Supportive Services Income Interest Income - Project Operations | 25% 25% 25% | 2.5% | | | | | | | | | | |
| Laundry and Vending Tenant Charges | 2.5% | 2.5% | | 1,249 250 | - | 1.249 250 | 1,280 | | 1.280 256 | 1.312 262 | - | 1.312 |
| Miscellaneous Residential Income Other Commercial Income | 2.5% n/a | 25% | Link from Reserve Section boldw, as | 2.248 | omage/Houtl48 | 2,248 | 2.304 | Roman and Alexander | 2.304 | 2.362 | ententeglige | 2.362 |
| 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 termulas manually per relevant MOH | 1,574,213 (15,775) | | 1,555,215 | 1,576,225 | | 1,608,002 | 1,630,053 | · · | 1,662,624 (16,092) |
| Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME | ก/3 ก/3 | n/a n/a | policy, annual incrementing usually not appropriate | 1,508,439 | - | 1,539,440 | 1,560,293 | URINA MARKA | 1.592.070 | 1,613,962 | | 1,646,533 |
| OPERATING EXPENSES Management | | | | 1,508,439 | • | 1,535,440 | 7,560,293 | · | 1,382,070 | 1,613,962 | | 1,040,000 |
| Management Fee Asset Management Fee | 35% | 35% | 1st Year to be set according to HUD schedule per MOHCD policy | 60,055 20,443 | | 60.055 20.443 | 62 157 21, 159 | - | 62,157 21,159 | 64 332 21 900 | | 64.332 21.900 |
| Sub-total Management Expenses Salaries/Benefits | | 3.5% | * 1000 10000 T | 80,498 | | 80,498 | 83,316 | - | 83,316 | 86,232 | | 86,232 |
| Office Sataries Manager's Solary Health Insurance and Other Benefits | 35% | 35% | | 218 064 129 174 108 517 | - | 218,064 129,174 108,517 | 225,696 133,695 112,315 | - | 225.696 133.695 112,315 | 233.595 138.374 116.248 | | 233,595 128,374 116,245 |
| Other Salaries/Benefits Administrative Rent-Free Unit Sub-total Salaries/Benefits | 3.5% | 35% 35% | | 12,331 458,085 | | 12,331 | 12 763 | | 12,783 484,469 | 13 210 501,425 | - | 13.210 501,425 |
| Administration Advertising and Marketing | 3 5% | 3.5% | 1 | 477 | | 477 | -194 | | 494 | 511 | - | 511 |
| Office Expenses Office Rent Legal Expense - Property | 35% 35% 3.5% | 35% 35% 35% | | 48 737 | | 48,737 | 50,443 | | 50.443 - 16.927 | 52.209 - 17.520 | | 52,209 |
| Audit Expense Bookkeeping/Accounting Senices | 3.5% | 3.5% | | 27.939 8.701 | | 27,939 8,701 | 28 917 9,005 | | 28.917 9.005 | 29 929 9 320 | | 29,929 9.320 |
| Bad Debts Miscelaneous Sub-total Administration Expenses | 35% | 35% | | 2.453 19.934 124,596 | - | 2,453 19,934 124,595 | 2.539 20.631 128,957 | | 2.539 20,631 128,957 | 2 628 21,354 133,470 | | 2.628 21.354 133,470 |
| Utilities Electricity Water | 3.5% | 3 5% | [| 121,095 | | 121.095 | 125 337 | - 1 | 125,333 | 129 720 | • | 129,720 |
| Water Gas Sewer | 3.5% 3.5% 3.5% | 3.5% 3.5% 3.5% | | 57.022 23.702 80.155 | · · · | 57 022 23 702 80 155 | 59.018 24.532 82.960 | | 59.018 24.532 82.960 | 61.064 25.390 85.864 | | 61,084 25,390 85,864 |
| Sub-total Utilities Taxes and Licenses | | | r | 281,974 | - | 281,974 | 291,843 | | 291,843 | 302,058 | | 302,058 |
| Real Estate Taxes Payroll Taxes Miscellaneous Taxes, License ; and Permits | 35% 35% 35% | 35% 35% 35% | | 7.380 47.444 2.044 | | 7.360 47,444 2,044 | 7.617 49.104 2.116 | | 7,617 49,104 2,116 | 7.884 50.823 2.190 | | 7.884 50.823 2,190 |
| Sub-total Taxes and Licenses | | | n | 56,848 | · · · | 56,648 | 58,837 | | 58,637 | 50,897 | · · · | 60,897 |
| Property and Liability Insurance Fidelity Bond Insurance Worker's Compensation | 35% 35% 35% | 35% 35% 35% | | 72.055 95 20.937 | | 72.058 95 20.937 | 74 578 99 21,670 | | 74.578 99 21,670 | 77.169 102 22.428 | · · | 77.189 102 22,428 |
| Director's & Officers' Liability insurance Sub-total insurance | 35% | 3.5% | | 7 489 100,578 | | 7,489 100,578 | 7,751 | | 7.751 | 8.023 107,741 | | 8,023 107,741 |
| Maintenance & Repair Payroll Supples | 35% | 3.5% | | 118.572 | <u>.</u> | 118.572 | 122,722 | | 122,722 27.053 | 127 017 | | 127.017 |
| Contracts Garbage and Trash Removal | 35% | 35% | | 89 270 39 524 | | 89.270 39.524 | 92,394 40,907 | | 92.384 40,907 | 95 628 42 339 | | 95.628 42,339 |
| Security Payrol/Contract HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs | 35% 35% 3.5% | 35% 35% 35% | | 7 905 33 391 - | - | 7,905 33,391 | 8 181 34 560 | ; | 8.181 34,560 | 8,468 35 769 | - | 8,465 35,769 |
| Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses | 3.5% | 3.5% | | 27.258 342,087 | | 27.259 342,097 | 28,212 354,090 | • | 28 212 354,060 | 20 199 366,452 | | 29,199 366,452 |
| Supportive Services | 35% | 3.5% | | 11000000000 | 1709/38007 | | -Bringbeerger | - 1111/07/202 | | ugy/desit(c) | Rollingiage | • |
| TOTAL OPERATING EXPENSES PUPA (#/o Reserves/GL Base Rent/Bond Fees) | | | | 1,454,667 | | 1,454,667 | 1,505,580 | | 1,505,580 | 1,558,275 | | 1,558,275 |
| Reserves/Ground Lease Base Rent/Bond Faes Ground Lease Base Rent Bond Monitoring Fee | | | | 1 | | . 1 | 1 | · · | 1 | 1 | | 1 |
| Replacement Reserve Depos/ | | | Must and 3% increase pryear approves by Mike McLoone based on PNA | 57 203 | | 57,203 | .58 919 | | 58,919 | 60 686 | | 60,686 |
| Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit | | | | | | | | | | · · | - | |
| Required Reserve Deposit/s. Commercial Sub-total Reserves/Ground Lease Base Rent/Bond Fees | 1 | | | 67,204 | | 57,204 | 58,920 | | 58,920 | 60,687 | - 1 | 60,687 |
| TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bon PUPA (w/ Reserves/GL Base Rent/Bond Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES) | | | | 1,511,870 | | 1,511,870 | 1,564,500 | | 1,564,500 | 1,618,963 | * | 1,618,963 |
| DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized io [Hard Debt - First Lender | ans) | | Enter comments re: antisel increase, etc. | :::::::::::::::::::::::::::::::::::::: | | 21,570 | angini (4.497) | | 21,510 | (2/101) | | 27,570 |
| Hard Debr. Second Lender (HCD Program 0 42% pymt) or other 2nd 1 Hard Debr. Third Lender (Other HCD Program, or other 3rd Lender) | ender) | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | 27.570 | | 27.570 | 27.570 | | 27.570 | 27.570 | - | 27,570 |
| Hard Debt Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE | | | Enter comments re annual increase, elc | - 27,570 | - | 27,570 | - 27,570 | | 27,570 | 27,570 | maganita | 27,570 |
| CASH FLOW (NOI minus DEBT SERVICE) | | | | (31,002) | | (0) | (31,777) | | | (32,571) | - | |
| Commercial Only Cash Flow Allocation of Commercial Surplus to LOFS/hon-LOSP (residual inco AVAILABLE CASH FLOW | me) | | I | 31,002 (0) | | 31,002 [(0) | 31,777 (0) | | 31,777 | J2 571 | ;] | 32,571 |
| USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL | - | | DSCR: | | | den den in | | ; | ang | | | 853555530 |
| "Below-the-ime" Asset Mgt lee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (aka "UP Asset Mgt Fee") (see policy for limits) | 35% 35% | 35% 35% | per MOHCD palicy per MDHCD palicy per MOHCD palicy no annual increase | | | | | | | | | |
| Other Payments Non-amortizing Loan Print - Lender 1 | | | Enter comments re: annual increase, etc | | | | | | | - | | |
| Non-amortizing Lean Print - Lender 2 Deferred Developer Fee (Enter anti-<= Max Fee from row (131) TOTAL PAYMENTS PRECEDING MOHCD | | | Enter comments re annual increase, etc. | | • | | | - | | | | |
| RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Obligation? | IG MOHC | D) Yas | | (0) | <u>-</u> - | (0) | (0) | | | 0 | <u> </u> | |
| Does Project have a MOHCD Residual Recept Obligation? Will Project Defer Developer Fee? Residual Receipts split for all years Lender/Owner | | Yas No 67%/33% | | | | | | | | | | |
| | | Dist. Soft | l] | | | | | | | | | |
| MOHED RESIDUAL RECEIPTS DEBT SERVICE | | Dist. Solf Debt Loans | | | ſ | ۱ | | Г | | | ٢ | · · · · · · · · · · · · · · · · · · · |
| MOHCD Residual Receipts Anount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Ground | | 100.00% | Allocation per pro-rate share of all soft debt loans, and MOHCD residual receipts policy | | | | | ŀ | | | ŀ | |
| Lease | | | Proposed Total MCHCD Ant Due less Loan Repayment | | [| | | [| | | [|] |
| NON-MOHCD RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due Lender 4 Residual Receipts Due | | 0.00% 0.00% | No HCD Financing | | F | | | F | | | F | |
| Lender 5 Residual Receipts Due Total Non-MCHCD Residual Receipts Debt Service | | 0.00% | | | l | | | t | <u> </u> | | t | |
| REMAINDER (Should be zero unless there are distributions below) | | | | | 、 - | | | _ | | | - | <u> </u> |
| Owner Distributions/lincentive Management Fee Other Distributions/Lises Final Balance (should be zero) | | | | | | | | E | <u> </u> | | E | <u> </u> |
| REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance | | 1 | As of 1/1/2019 | | r | 209.942 | | г | (57,920) | | г | (13,915) |
| Replacement Reserve Statung Stance Replacement Reserve Deposits Replacement Reserve Wahdrawals (ideally tied to CNA) | | | Must add 3% increase plycar approved by Mike based on PNA anticipated deficit | | | \$7,203 | | ŀ | 58,919 | | ļ | 60,686 |
| Replacement Reserve Withdravals (dealy fied to CNA) Replacement Reserve Interest RR Running Balance | | 1 | Based on PNA schedule & Emerg Exp Anticipated 1% interest rate | | ł | 328,524 3,460 (57,920) | | E | 15,635 781 (13,915) | | E | 16,165 1,221 31,827 |
| OPERATING RESERVE - RUNNING BALANCE | | | RR Balance/Unit | | r | 367,932 | | - | 367,932 | | r | 1568 367,932 |
| Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Withdrawa's | | | | | ł | 307,932 | | F | | | E | |
| Operating Reserve Interest OR Running Balance | | OR Balance | a % of Prior Yr Op Exps + Debt Service | | [| 367,932 24.4% | | E | 367,932 23.9% | | C | 367,932 23.1% |
| OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balarice | | our ice al | | | [| | | C | | | C | |
| Other Reserve 1 Deposits Other Reserve 1 Withdrawals Other Reserve 1 Interest | | | | | | | | F | | | F | · · · |
| Other Required Reserve 1 Running Balance OTHER RESERVE 2 - RUNNING BALANCE | | | f | | · | | | L | | | L | |

7 cf 14



149 Mason Street

MOHCD Protorma - 20 Year Cash Flow

| 149 Mason Street | | LOSP | Non-LOSP | | | | | | | | | | |
|---|---|-------------------|------------------|---|-------------------|-------------------|---------------------------------------|--------------------|---------------|--------------------|-------------------|---|--------------------|
| Total | | Unto 55 | Units | | | Year 13 | | | Year 14 | | | Year 15 | |
| | Г | 100 001 Inc | 0.00% | Comments | | 2031 | 1 | | 2032 | | - | 2033 | |
| INCOME Residential - Tenant Rents | | LOSP | increase 2.5% | (related to annual inc assumptions) | LOSP 325,053 | non-LOSP | Total 325,053 | LOSP 328 303 | non-LOSP | Total 328.303 | LOSP 331,587 | non-LOSP | Total 331.587 |
| Residential - Tenant Assistance Payments (Non-LOSP) | nami se za opisione de la companya d | n/a n/a | n/a n/a | | 1.356 269 | | 1,356,269 | 1,410,559 | - | 1,410,559 | 1.466.826 | nisigati materi vite | 1,466,626 |
| Commercial Space Residential Parking | | n/a 2.5% | 2.5% | | | | 33,385 | | e.m.wheelow | 34,220 | | | 35.075 |
| Miscellaneous Rent Income Supportive Services Income | SMARRACTUS PT | 2.5% 2.5% | 2 5% 2 5% | | : | | ÷ | | | | | | |
| Interest Income - Project Operations Laundry and Vending | | 2.5% | 2 5% 2 5% | | 403 | - | 403 | 414 | | 414 1.379 | 424 1,413 | | 424 |
| Tenant Charges Miscellaneous Residential Income | | 25% | 2.5% | | 269 | | 269 2.421 | 276 2.481 | | 276 2,481 | 282 2.543 | • | 282 2,543 |
| Other Commercial Income | NAME AND ADDRESS | n/a | 2 5% | Unk from Reserve Section below, as | 249829400000 | 20000000000000000 | | 80.000.000000000 | | | 500084940000995 | iden som det state og som det s | · · · · |
| Withdrawal from Capitalized Reserve (deposit to operating ac Gross Potentia | count) | n/a | n/a | applicable | 1,685,750 | | 1,719,145 | 1,743,412 | - | 1,777,632 | 1,803,076 | <u> </u> | 1,838,151 |
| Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial | | n/a n/a | n/a n/a | Enter formulas manually per relevant MOH policy; annual incrementing usually not | (16,253 | | (16.253) | (16 415) | | (16.415) | (16 579) | | (16.579) |
| EFFECTIVE GROSS | INCOME | n/a | n/a | appropriate | 1,659,507 | oximproduce/dat | 1,702,893 | 1,726,997 | | 1,761,216 | 1,786,497 | - | 1.821.572 |
| OPERATING EXPENSES Management | | | | | | _ | | | | | | | |
| Management Fee | | 35% | 3 5% | 1st Year to be set according to HUD schedule. per MOHCD policy | 66 584 | | 66.584 | 68 914 | | 68.914 23,459 | 71,326 24,280 | | 71,328 |
| Asset Management Fee Sub-total Management E Salaries/Benefits | | 3 3 7% | 3 3 2% | per store policy | 22.666 89,250 | | 22.866 89,250 | 23.459 92,374 | | 92,374 | 95,607 | <u> </u> | 24,280 95,607 |
| Office Salaries | 000000000 | 3.5% | 35% | | 241,771 | - | 241,771 | 250,233 148,230 | | 250 233 | 258 991 | | 258.991 153.418 |
| Manager's Salary Health Insurance and Other Brinefis | | 3 5% | 3.5% | | 143,218 | | 143,218 | 145,230 | ÷ | 148,230 124,525 | 128 884 | | 128,884 |
| Other Salaries/Benelits Admostrative Rent-Free Unit Sub-total Salaries | CANNA CANTAN | 35% 35% | 35% | | 13.672 | - | 13,672 | 14,151 537,139 | · · | 14,151 537,139 | 14 646 555,939 | | 14,648 |
| Administration | | 0.51 | | r | | | | | - | | | · · · · · · · · · · · · · · · · · · · | |
| Advertising and Marketing Office Expenses | | 35% | 3.5% | | 529 54 036 | - | 529 54,036 | 547 55 927 | ····· | 547 55,927 | 567 57.885 | | 567 57,885 |
| Office Rent Legal Expense - Property | | 35% 35% 35% | 3.5% | | 18,133 | Ĵ. | 18,133 | 18 767 | | 18,767 | 19 424 | | 19,424 |
| Audit Expense Bookkeeping/Accounting Services | | 35% | _35% _35% | | 30 977 9 647 | | 30.977 9,647 | 32,061 9,984 | | 32,061 9,964 | 23 183 10.334 | | 33 163 10.334 |
| Bad Debts Miscellaneous | | 35% 35% | 3.5% | L | 2 720 22 101 | - | 2.720 22.101 | 2.815 22.874 | | 2,815 22,674 | 2,914 23,675 | <u>⊢ :</u> | 2,914 23,675 |
| Sub-total Administration E Utilities | Expenses | | | | 135,142 | | 138,142 | 142,977 | | 142,977 | 147,981 | | 147,381 |
| Electrody Water | | 35% 35% | 3 5% 3 5% | | 134,260 63,222 | - | 134,260 63,222 | 138,959 65,434 | | 138,959 65,434 | 143 823 87,725 | | 143 823 67.725 |
| Gas Sewer | | 35% 35% | 3 5% 3 5% | | 26.279 88.869 | | 26.279 86.869 | 27, 199 91, 979 | - | 27,199 91,979 | 28.151 95.199 | | 28,151 95,199 |
| Sub-tota Taxes and Licenses | | | | | 312,630 | | 312,630 | 323,572 | | 323,572 | 334,897 | • | 334,897 |
| Real Estate Taxes Payrol Taxes | 2011/00/05/55 2012/2012/2012/2012 | 35% | 3 5% | | 8,160 52,602 | | 8.160 52.602 | 8 445 51,443 | - | 8 445 54 443 | 8 741 56 348 | <u> </u> | 8,741 56,348 |
| Miscelaneous Taxes, Licenses and Permits Sub-total Taxes and | | 35% | 35% | | 2 267 | <u> </u> | 2.267 63,028 | 2,346 | : | 2,348 65,234 | 2.428 | - : 1 | 2,428 |
| Insurance Property and Liability Insurance | | 3.5% | 3 5% | | 79 890 | | 79,890 | 62 696 | | 82,698 | 85 580 | | 85.580 |
| Fidelity Bond Insurance Worker's Compensation | sindpaces in | 35% 35% 35% | 35% | | 108 | | 108 23.213 | | | 109 24.025 | 113 24 866 | | 113 24,866 |
| Director's & Officers' Liability Insurance Sub-total In | | 35% | 3 5% | | 8 303 | | 8.303 | 8 594 | | 8.5R4 115,415 | 8 895 | | 8.895 119,455 |
| Maintenance & Repair | | 2.62/ | 3.5% | - | | - | 131,493 | 136.064 | · · | 138,064 | 140 826 | · · · | 140.826 |
| Payrol Supples | | 35% 35% | 3 5 % | | 131.463 | | 29,013 | 30 028 | | 30,028 | 31,079 | | 31,079 |
| Garbage and Trash Removal | | 35% 35% | 3.5% | | 98 975 43 821 | • | 98.975 43.821 | 102.439 45.355 | | 102,439 45,355 | 106 024 | | 106,024 46,942 |
| Secura Payrol/Contract HVAC Repairs and Maintenance | | 35% 35% 35% | 35% | | 8 764 37.021 | | 8,764 37,021 | 9.071 38.317 | | 9,071 38,317 | 9,388 39.658 | | 9,388 39,658 |
| Vehicle and Maintenance Equipment Operation and Repairs Miscellaneous Operating and Maintenance Expenses | | 3.5% | 35% | | 30 221 | : | 30,221 | 31.279 | | 31,279 | 32 374 | - | 32,374 |
| Sub-total Maintenance & Repair E Supportive Services | • | 35% | 3 5% | | 379,278 | | 379,278 | 397,553 | • | 392,553 | 405,292 | | 406,292 |
| Commercial Expenses | 00000000000 | 3 J M | 125000007 | | MANDRESSO | TURANALWA | | 9299001090000 | 1070210000000 | | TERMINATION | 0.07040501004 | |
| TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bo | and Fees) | | | | 1,612,815 | | 1,612,815 | 1,659,263 | • | 1,669,263 | 1,727,688 | • | 1,727,688 |
| Reserves/Ground Lease Base Rent/Bond Fees | | | | | | | | | | | | | |
| Ground Lease Base Rent Bond Monitoring Fee | | | | Must add 3% increase plyear approved by | | · · | 1 | 1 | | - 1 | - | | <u>_</u> |
| Replacement Reserve Deposit Operating Reserve Deposit | angegelere singegelere | | | Wike McLoone based on PNA | 62.507 | | 62.507 | 64.382 | | 64,382 | 66,313 | <u> </u> | 66,313 |
| Other Required Reserve 1 Depost | | | | | | - | · . | | : | | : | <u> </u> | |
| Required Reserve Deposit/s, Commercial Sub-total Reserves/Ground Lease Base Rent/Bo | and East | | | | 62,508 | | 62.508 | 64,383 | | 64.383 | 66.314 | | |
| TOTAL OPERATING EXPENSES (w/ Reserves/GL Base R | tent/Bond F | ees) | | | 1,675,323 | - | 1,675,323 | . 1,733,546 | - | 1,733,646 | 1,794,002 | | 1,794,002 |
| PUPA /w/ Reserves/GL Base Rent/Bo NET OPERATING INCOME (INCOME minus OP EXPENSE | and Fees) | | | | (5,815) | | 27,570 | (6,650) | | | (7,505) | | 27,570 |
| DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amo | | •) | | | | | | | | | | ······ | |
| Hard Debt - First Lender Hard Debt - Second Lender (HCD Program 0.42% pym), or o | ther 2nd Len | der) | | Enter comments re annual increase, etc Enter comments re, annual increase, etc | 27 570 | <u>-</u> | 27.570 | 27.570 | | 27,570 | 27.570 | <u> </u> | 27,570 |
| Hard Debt - Third Lender (Other HCD Program or other 3rd L Hard Debt - Fourth Lender | Lender) | | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | | · · | - | - | | | - | - | |
| Commercial Hard Debt Service TOTAL HARD DEBT S | SERVICE | | | | 27,570 | | 27.570 | 27,570 | | 27,570 | 27,570 | | 27,570 |
| CASH FLOW (NDI minus DEST SERVICE) | | | | | (33, 385) | • | (0) | (34,220) | - | ٥ | (35,075) | - | - |
| Commercial Only Cash Flow Alocation of Commercial Stirplus to LOPS/non-LOSP. (res | idual income | , | | | 33 385 | | 33,385 | 34, 220 | | 34,220 | 35 075 | · · | 35,075 |
| AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DS | | | | DSCR: | (0) | | (0) 1420/02/2019 | a | | 0 Personante | | | 2009/00/00/ |
| USES THAT PRECEDE MOHCD DEBT SERVICE IN WATE "Below-the-line" Asset Mgt fee juncommon in new projects, se | RFALL | 3 5% | 3 5% | per MOHCD policy | - | | | . r | | | . 1 | | |
| Partnership Management Fee (see policy for limits) Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for l | | 3 5% | 3 5% | per MOHCD policy per MOHCD policy per MOHCD policy no annual increase | - | | | - | - | | | <u> </u> | |
| Other Payments Non-amortizing Loan Pmnt - Lender 1 | 1990 Language Augusta Caluar | | | Enter comments re annual introase etc. | - | - | | - : | - : | | ; | <u> </u> | |
| Non-amortzing Loan Print - Lender 2 Deferred Developer Fee (Enler and <= Max Fee from row 131 | Constanting of the | | | Enter comments re: annual increase, etc. | - | | | | | | | | |
| TOTAL PAYMENTS PRECEDING | MOHED | | | | | i | | | | ' | | | |
| RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS P Does Project have a MOHCD Residual Receipt Obligation? | RECEDING | WOHC | D) Yes | | (0) | | (0) | 0 | . • | 0 | • | | · |
| Will Project Defer Developer Fee? Residual Receipts split for all years - Lender/Owner | | | No 67% / 33% | | | | | | | | | | |
| Transier reacipe of the average content of the | | | | | | | | | | | | | |
| MOHED RESIDUAL RECEIPTS DEBT SERVICE | | | Dist. Soft | | | | • | | | | | | |
| MONGO RESIDUAL RECEIPTS DEBT SERVICE | | | Debt Loans | Allocation per pro-rata share of all soft écot | | 1 | | | ١ | | | Г |] |
| MOHCD Residual Receipts Aniount Due Proposed MOHCD Residual Receipts Amount to Loan Rep | ayment | | 100 00% | leans, and MOHCD residual receipts policy | | | | | | 0 | | ŀ | <u> </u> |
| Proposed MOHCD Residual Receipts Amount to Residual C Lease | Graund | | | Proposed Total MOHCD Amt Due less Loan Repayment | | | | | | | | ľ | |
| NON-MOHED RESIDUAL RECEIPTS DEBT SERVIC | E | | | | • | | | | | | | - | |
| Lender 4 Residual Receipts Amount Due | | | 0.00% | No HCD Financing | | ł | | | | | | ŀ | |
| Lender 5 Residual Receipts Due Total Non-MOHCD Residual Receipts Debt | t Service | | 0.00% | I | l | 1 | i i i i i i i i i i i i i i i i i i i | | l | | | L | |
| REMAINDER (Should be zero unless there are distributio below) | ns | | | | | | | | | n | | | |
| Owner Distributions/Incentive Management Fee Other Distributions/Uses | | | | | | ļ | | | F | | | F | |
| Final Balance (should be zero) | | | | | • | 1 | - | | L | | | L | · |
| REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Starting Balance |] | | i | As of 1/1/2019 | 1 | 1 | 31,827 | | ſ | 79,363 | | Г | 110,521 |
| Replacement Reserve Deposits | | | | Must add 3% increase plycar approved by Mike based on PNA anticipated deficit | | | 62,507 | | | 64,382 | | Ľ | 66,313 |
| Replacement Reserve Withdravals (ideally ted to CNA) Replacement Reserve Interest |] | | | Based on PNA schedule & Emerg Exp Anticipated 1% interest rate | | | 16,650 1,679 | | - | 35,378 2,154 | | E | · · |
| RR Running | Balance | | | RR Balanco/Unit | | | 79,363 31,417 | | - | 110,521 \$1,974 | | | 176,834 \$3,158 |
| OPERATING RESERVE - RUINNING BALANCE Operating Reserve Starting Balance |] | | | As of 1/1/2019 | | ſ | 367,332 | | ſ | 367,932 | | Г | 367,932 |
| Operating Reserve Deposits Operating Reserve Withdrawaks | | | | | | | | | ł | - | | F | |
| Operating Reserve Interest OR Running | Balance | | | | | ł | 367,932 | | t | 367,932 | | t | 367,932 |
| OTHER REQUIRED RESERVE 1 - RUNNING BALANCE | | | OR Baiance a | a % of Price Yr Op Exps + Debl Service | | | 22.3% | | | 21 0% | | | 20.9% |
| Other Reserve 1 Starting Balance Other Reserve 1 Deposits | | | | | | | | | F | · · · | | F | |
| Other Reserve 1 Interest | | | | | | | | | ļ | | | F | |
| Other Required Reserve 1 Running i | Balance | | | | | i. | | | L | • | | | |

Other Reserve 1 Interest Other Required Reserve 1 Running Bala OTHER RESERVE 2 - RUNNING BALANCE

| | | | | | MOHCD Proforma - 2 | 20 Year Cash | Flow | | | | | | | |
|---|------------|-------|---------------|-------------------|---|--------------|-----------------|-------|------|-----------------|-------|------|-----------------|----------|
| | Tota | | LOSP | Non-LOSP Units | | | | | | | | | | |
| | | 56 | 55 100 00% | 1 0.00% | | | Year 10 2028 | | | Year 11 2029 | | | Year 12 2030 | |
| NCOME | | | inc LOSP | % annual increase | Comments (related to annual inc assumptions) | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total |
| Other Reserve 2 Starting Balance Other Reserve 2 Deposits Other Reserve 2 Withdrawals | | | | | | | | : | | | • | | | |
| Other Reserve 2 Interest Other Reserve 2 Interest Other Required Reserve 2 F | Running Ba | lance | | | | | | | | | | | | Secure - |
| | | | | | | | | | | | | | | |

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149 Mason Street

OTHER RESERVE 2 - RUNNING BALANCE

MOHCD Protorma - 20 Year Cash Flow

| 149 Mason Street | LOSP | Non-LOSP | | | | | | | | | | |
|---|-------------------|---|--|-----------------------|---------------------------------------|---|---------------------------------------|-------------------------------------|--|-----------------------|---------------------------------------|--|
| Total # Units: | Units 55 | Units | | | Year 16 | | ····· | Year 17 | | | Year 18 | |
| 56 | 100 00% | | | | 2034 | | | 2035 | | | 2036 | |
| INCOME | Inc LOSP | % annual increase | Comments (related to annual inclassumptions) | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total |
| Residential - Tenant Rents Residential - Tenant Assistance Payments (Mon-LOSP) | 1 0% n/a | 2.5% | | 334.902 | | 334,902 | 338 251 | | 338 251 | 341,634 | · · | 341.634 |
| Residential - LOSP Tenant Assistance Payments Commercial Space | n/a n/a | n/a 2.5% | | 1.525.141 | | 1.525.141 35.952 | 1.585.576 | | 1.585.578 38,851 | 1 648 206 | | 1.648.208 |
| Residential Parking Miscellaneous Rent Income | 2.5% | 2 5% | | · · | · | | | - | | | | • |
| Supportive Services Income | 25% | 2.5% | | | | | | | | | | |
| Interest Income - Project Openitions Laundry and Vending | 2 5% | 2.5% | | 43-1 | | 434 1,449 | 445 | | 445 | 456 1.522 | | 456 |
| Tenant Charges Miscellaneous Residential Income | 25% | 2.5% | | 290 | | 290 | 297 | - | 297 2 672 | 304 2 739 | - | 304 |
| Other Commercial Income | n/a | 2.5% | Link from Reserve Section below, as | ante ante ante | | · · | 159/2011000/000 | e roage of | · | | SPEEDCANALISS | |
| Withdrawal from Capitalized Reserve (deposit to operating account) Gross Potential Income | nta | n/a | applicable | 1,864,823 | <u> </u> | 1,900,776 | 1,925,727 | - | 1,955,578 | 1,994,861 | ليبيا | 2,032,633 |
| Vacancy Loss - Residential - Tenant Rents | n/a n/a | n/a n/a | Enter formulas manually per relevant MOH policy, annual incrementing usually not | (16 745) | | (18,745) | (10,913) | | (18,913) | (17.082) | · · | (17,082) |
| Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial EFFECTIVE GROSS INCOME | n/a | n/a | appropriate | 1,848,078 | committee all costs | 1,894,031 | 1.911.814 | Kirrenteloita (uto | 1.948.665 | 1,977,779 | iconevansieliitos | 2,015,552 |
| OPERATING EXPENSES | | | | | | | .,, | | | | | |
| Management | 3.5% | 3.5% | 1st Year to be set according to HuD | T | | 73.623 | | | | 79.081 | [] | |
| Management Fee Asset Management Fee | 35% | 3 5% | schedute. per MOHCD policy | 73,823 25 130 | | 25,130 | 76.406 26.010 | : | 76 406 26.010 | 26.920 | | 79.081 28.920 |
| Sub-total Management Expenses Salaries/Benefits | | | | 98,953 | - | 96,953 | 102,415 | • | 102,416 | 106,001 | - | 106,001 |
| Office Salaries Manager's Salary | 35% | 3 5% | | 268 056 158 788 | | 268.056 158.788 | 277.438 | | 277,438 164,345 | 287.148 170.098 | ; ; | 287,148 170,098 |
| Health Insurance and Other Benefits Other Salanes/Benefits | 35% | 3 5% 3 5% | | 133,395 | | 133,395 | 138.063 | | 138,063 | 142.896 | | 142,896 |
| Administrative Rent-Free Unit Sub-total Salaries/Benefits | 3.5% | 3 5% | | 15,159 575,397 | - | 15,159 | 15 689 595,536 | | 15.689 595,536 | 16,238 | | 16,238 |
| Administration | | | | | | | | • | | | · · | |
| Advertising and Marketing Office Expenses | 35% | 3.5% | | 586 59.910 | | 586 59,910 | 607 | | 607 62.007 | 628 64.178 | | 628 84,178 |
| Office Rent Legal Expense - Property | 35% 35% | 3 5% | | 20 104 | | 20,104 | 20 808 | | 20.808 | 21.536 | | 21.538 |
| Audit Expense | 3 5% | 3.5% 3.5% | | 34,345 | · · · · | 34,345 | | | 35,547 | 36.791 | - | 36,791 11,457 |
| Bookkeeping/Accounting Services Bad Debts | 35% | 3 5% | | 10,695 3 016 | <u> </u> | 10.695 | 11.070 3.121 | | 11.070 3.121 | 11.457 3.230 | | 3.230 |
| Miscelaneous Sub-total Administration Expenses | 3.5% | 3 5% | 1 | 24,504 153,160 | <u>.</u> | 24.504 | 25 361 | | 25.381 158,521 | 26,249 164,069 | <u>-</u> | 28,249 164,069 |
| Utilities | 3.5% | 3 5% | | 146 856 | | 148,856 | 154 065 | | 154,066 | 159 459 | | 1\$9,4\$B |
| Gas | 35% 35% 35% | 35% | | 70.095 | - | 70,095 | 72.548 | | 72,548 | 75.087 | | 75.067 31,211 |
| Sewer Sub-total Utilities | 3 5% | 3 5% | 1 | 98 531 346,618 | | 98.531 346,618 | 101 979 | | 101,979 | 105 548 | | 105,548 |
| Taxes and Licenses | 0.01 | 1 | 1 | | | | | | | | | |
| Real Estate Taxes | 35% | 35% 35% | | 9,047 58,321 | | 9.047 58.321 | 9 364 60.362 | | 9,364 60,362 | 9 691 62 474 | <u> </u> | 9.691 62,474 |
| Miscellaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses | 3 5% | 3.5% | L | 2.513 | | 2,513 | 2.601 | | 2.601 72,326 | 2 692 74,858 | | 2,692 74,858 |
| Property and Lability Insurance | 3.5% | 3 5% | | 85.576 | | 88.576 | 91 676 | | 91,876 | 94,884 | · · · · · · · · · · · · · · · · · · · | 94,884 |
| Fideley Bond Insurance | 3.5% | 35% | | 117 | | 117 | 121 | | 121 | 126 | | 126 |
| Warker's Compensation | 35% | 35% | | 25 737 9 206 | <u> </u> : | 25,737 9,208 | 26 637 9 528 | - | 28,837 9,528 | 27,570 9,862 | | 27,570 9,882 |
| Sub-total Insurance Maintenance & Repair | | | | 123,638 | | 123,636 | 127,963 | · · | 127,963 | 132,442 | | 132,442 |
| Payroll Supplies | 35% | 3 5% | | 145 755 32 167 | | 145.755 32.167 | 150 857 33 293 | | 150,857 33,293 | 156 137 34.458 | | 156.137 34.458 |
| Contracts | 35% | 3 5% | | 109,735 | | 109,735 | 113.576 | | 113,578 | 117.551 | | 117,551 |
| Garbage and Trash Removal Security Payroll/Contract | 3.5% | 3 5% | | 48.585 9,717 | - | 9,717 | 50 286 10 057 | · · | 50.288 10.057 | 52,046 10,409 | | 52,046 10,409 |
| HVAC Repairs and Maintenance Vehicle and Maintenance Equipment Operation and Repairs | 35% | 35% | | 41 046 | | 41,046 | 42,483 | | 42,483 | 43,970 | | 43,970 |
| Miscellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses | 3 5% | 3.5% | | 33 507 120,513 | | 33,507 420,513 | 34 680 | | 34 680 435,230 | 35.894 450,454 | | 35,894 450,464 |
| Supportive Services | 35% | 3.5% | | | - | | - | | | •] | • [| |
| Commercial Expenses | J | entransporting | 1 | antikon (March) | 300002030 | | Mart Kirpen | 0.99632005 | | 1200000000000 | appinet the | |
| TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fees) | | | | 1,788,157 | • | 1,788,157 | 1,850,742 | - | 1,850,742 | 1,915,518 | | 1,915,518 |
| Reserves/Ground Lease Bare Rent/Bond Fees | 1 | | | | | | ···· | , | | | r | |
| Ground Lease Base Rent Bond Monitoring Fee | | | | . 1 | | . 1 | 1 | | - 1 | . 1 | | - 1 |
| Replacement Reserve Deposit | | | Must add 3% increase p/year approved by Mike McLoone based on PNA | 68,303 | | 68,303 | 70.352 | | 70,352 | 72.462 | | 72.482 |
| Operating Reserve Deposit Other Required Reserve 1 Deposit | 1 | | | | • | | | - | ÷ | | | |
| Other Required Reserve 2 Deposit Required Reserve Deposit/s, Commercial | | | | | | ······ | | - | - | • | <u> </u> | |
| Sub-total Reserves/Ground Lease Base Rent/Bond Fees | | | | 68,304 | • | 68,304 | 70,353 | • | 70,353 | 72,463 | • | 72,463 |
| TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees) | d Fees) | | | 1,856,461 | | 1,856,461 | 1,921,095 | - | 1,921,095 | 1,987,982 | • | 1,987,982 |
| NET OPERATING INCOME (INCOME minus OP EXPENSES) | | | | (3,382) | • | 27,570 | (9,281) | | 27,570 | (10,202) | | 27,570 |
| DEBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loc Hard Debt - First Lender | | | Enter comments re, annual increase, etc. | | - | | | . | · | • 1 | · 1 | |
| Hard Debt - Second Lender (HCD Program 0.42% pyrrt) or other 2nd L Hard Debt - Third Lender (Other HCD Program of other 3rd Lender) | ender) | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | 27,570 | | 27.570 | 27.570 | • | 27.570 | 27,570 | | 27,570 |
| Hard Debt, Fourth Lender Commercial Hard Debt Service | (· | | Enter comments re annual increase, etc | | | | - | - 8008000000000 | | e.com 2763.co | navelaellis | |
| TOTAL HARD DEBT SERVICE | | | L | 27,570 | | 27,570 | 27,570 | • | 27,570 | 27,570 | | 27,570 |
| CASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow | | | | (35,952) | - | 0 35.952 | (35,851) | | 0 36.851 | (37,772) | | 37,772 |
| Allocation of Commercial Surplus to LOPS/non-LOSP (residual incor | me) | | | 35 952 | | | 36.851 | .] | [| 37,772 | | ar,112 |
| AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) | | | DSCR; | a | | 0 100000000000000000000000000000000000 | 0 | | 0 7 | | | 82218284037 |
| USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL | 3 5% | 3 5% | | , | | | | | | ·····, | · | |
| "Below-the-line" Asset Mgt fee (uncommon in new projects, see policy) Partnership Management Fee (see policy for limits) Imatelor Service Fee (see 101 - 11 - 11 - 11 - 11 - 11 - 11 - 1 | 35% | 3 5% | per MOHED policy per MOHED policy | | | | | : | | : | | |
| Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits) Other Payments | 1 | 0.00203030 | per MOHCD policy no annual increase | | | | | • | | | | |
| Non-amortizing Loan Print-Lender 1 Non-amortizing Loan Print - Lender 2 | | | | - | • | | | • 1 | | . · · · | - | |
| | | | Enter comments re, annual increase, etc. Enter comments re, annual increase, etc. | | • | | | | | | | |
| Deferred Developer Fee (Enter ant <= Max Fee from row 131) | | | | • | | | | | | - - - - | | |
| TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING | IG MOHCI | D) | | - - - - - | · · · · · · · · · · · · · · · · · · · | | | | | - | |] |
| TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Obligation? | 46 монсі | Yes | | | • • • • • | | | - - - - | | | |] |
| TOTAL PAYMENTS PRECEDING MOHCD RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN | | | | | | | | - | | - - - - - | | |
| TOTAL PAYMENTS PRECEDING MOHCO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Does Project have a MOHCD Residual Receipt Obligation? Will Project Deter Developer Fee? | | Yes No 67% / 33% | Enter comments ris annual increase etc. | | | | | - | 0 | - - - - - | - - - - - - | |
| TOTAL PAYMENTS PRECEDING MOHED RESIDULA RECEPTS (CASH FLOW minus PAYMENTS PRECEDIN Dates Project taxe & MCHCD Residual Receipt Colligation? Will Project Date Developer Fie? Residual Receipts kpill for all years Lender/Owner | | Yes No 67% / 33% | Enter comments ris annual increase etc. | | · · · · · · · · · · · · · · · · · · · | | 0 | - | | - - - - - | - - - - - | |
| TOTAL PAYMENTS PRECEDING MOHEO RESIDUAL RESTS (CASH FLOW minus PAYMENTS PRECEDIN Dess Progent have a Moheo Elevent Colligation? Will Progent Dave Developer Fire? Residual Receipts split for all years Lender/Owner MOHEO RESIDUAL RECEIPTS DEBT SERVICE | | Yes No 67% / 33% Dist Satt Debt Loans | Enter comments na annual inclinaso etc Enter comments na annual inclinaso etc Alexanon por pon una duairo of al sunt del I | | - - - - - - | | 0 | - | | - - - - - | | |
| TOTAL PAYMENTS PRECEDING MOHEO RESIDUAL RECEPTS (GASH FLOW minus PAYMENTS PRECEDIN Dess Project have a MOHEO Residual Recept Obligation? Mil Propet Dele Developer Fier? Residual Recepts split for all yvars Lender/Owner MOHEO RESIDUAL RECEPTS DEBT SERVICE MOHEO RESIDUAL RECEIPTS DEBT SERVICE | | Yes No 67% / 33% | Enter comments ris annual increase etc. | | | 0 | | | 0 0 | - - - - - | | |
| TOTAL PAYMENTS PRECEDING MOHEO RESIDULA RECEPTS (CASH FLOW minus PAYMENTS PRECEDIN Dess Project have a MCHCO liesdvia Recept Obligation? Mell Toppot Developer Fie? Residual Recepts split for all years Lender/Owner MOHEO RESIDUAL RECEIPTS DEBT SERVICE MOHEO RESIDUAL RECEIPTS DEBT SERVICE | | Yes No 67% / 33% Dist Satt Debt Loans | Entre conventions a consult instruction of Entre conventions of all with a construction of all with | | | | | - - - | 0 0 | | | |
| TOTAL PAYMENTS PRECEDING MOHED RESIDUL, REST (CASH FLOW minus PAYMENTS PRECEDIN Dess Progent have a Michelo Nedwall Receipt Chigdiann? Will Ropert Date Subscript Figs? Residual Receipts apid for all yrars - Lender/Owner MOHED RESIDULA RECEIPTS DEBT SERVICE MOHED RESIDULA RECEIPTS DEBT SERVICE MOHED RESIDULA RECEIPTS DEBT SERVICE MOHED REsidual Receipts Amount to Loan Resamment Proposed MOHED Residual Receipts Amount to Loan Residual Ground Lease | | Yes No 67% / 33% Dist Saft Debt Loans 100 00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | · · · · | | | | 0 | | | · · · · · · · · · · · · · · · · · · · |
| TOTAL PAYMENTS PRECEDING MOHED RESIDUL, RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN Data Project have a MCHCD Residual Receipt Colligation? Will Proget Called Developer Free? Residual Receipts and y ans - Lender/Dwner MCHCD Residual Receipts DEBT SERVICE MCHCD Residual Receipts Anount to Loan Resamment Proposed MCHCD Residual Receipts Anount to Loan Resamment Proposed MCHCD Residual Receipts Anount to Loan Resamment Proposed MCHCD Residual Receipts Anount to Residual Ground Lease NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE FCD Residual Receipts Anount to Debt SERVICE | | Yes No 67% / 33% Dist Satt Debt Loans | Entre conventions a consult instruction of Entre conventions of all with a construction of all with | | · · · · · · · · · · · · · · · · · · · | | | | 0 0 | | | · · · · · · · · · · · · · · · · · · · |
| TOTAL PAYMENTS PRECEDING MOHED Des Project taxe à MCHCD Resoluta Recept Colgation? Will Proget Dete Developer Fre? Resolutal Recepts de la day una - LendertDwner MCHCD RESULA RECEIPTS DEST SERVICE MCHCD Resolutal Receipts Anount to Loan Reasyment Proposed MCHCD Resoluta Receipts Anount to Loan Reasyment Proposed MCHCD Resoluta Receipts Dept SERVICE Index Resolutal Receipts D. e Lender 2 Resolutal Receipts D. e | | Yes No 67% / 33% Dist Saft Debt Loans 100 00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | | | | | 0 0 0 0 | | | |
| TOTAL PAYMENTS RERECEDING MOHED Dess Project have a Vichel Resoluta Recept Obligation? Methoda Recepto Resoluta Recept Obligation? Resolutal Recepts split for all years Lender/Owner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED Resoluta Recepts Amount to Loan Resignment Proposed MOHED Residual Recepts John Loan Resignment Proposed MOHED Residual Recepts John Service NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE INDIVENDENT DE RESIDUAL RECEIPTS DEBT | | Yes No 67% / 33% Dist Satt Debt Loans 100 00% 0.00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | | | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | · · · · · · · · · · · · · · · · · · · |
| TOTAL PAYMENTS REGEDING MOHED Dess Proyect have à VIGHED Readwal Recept Coligation? MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED REsidual Recepts Amount IS Loan Resamant Income MOHED Residual Recepts Amount IS Loan Resamant Income MOHED RESIDUAL RECEIPTS DEBT SERVICE NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE INCOMPORE RESIDENT REC | | Yes No 67% / 33% Dist Satt Debt Loans 100 00% 0.00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | · · · · · · · · · · · · · · · · · · · | | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | · · · · · · · · · · · · · · · · · · · |
| TOTAL PAYMENTS REGEDING MOHOD Dess Project have a Vidrico Residual Recept Colgation? Well Propert Developer Face? Residual Recepts apit for all years - Lender/Owner MOHOD RESIDUAL RECEIPTS DEBT SERVICE NON-MOHOD RESID | | Yes No 67% / 33% Dist Satt Debt Loans 100 00% 0.00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | · · · · · · · · · · · · · · · · · · · | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | |
| TOTAL PAYMENTS PRECEDING MOHED Dess Project have a MCHCH Resdual Receipt Colgition Dess Project have a MCHCH Resdual Receipt Colgitan? Will Project Date 3 Mohed Resdual Receipt Colgitan? Will Project Date 3 Mohed Resdual Receipt Colgitan? Wohed Resdual Receipts LenderDowner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED Resdual Receipt Amount to Lean Reasyment Proposed MCHCD Resdual Receipts Amount to Lean Reasyment Proposed MCHCD Resdual Receipts Colgita Dess Programed MCHCD Resdual Receipts Colgita Non-MOHED RESIDUAL RECEIPTS DEBT SERVICE (Ender 4 Resdual Receipts Colgita Total Kon-MCHCD Resdual Receipts Colgita Total Mohed/DEC Resdual Receipts Colgita Conter Oftenbulghand/receipts Amount to Readwall Ground Lease Non-MOHED Resdual Receipts Colgita Total Mohed/NCHC Residual Receipts Colgita Conter Oftenbulghand/receivte Alanagement Fee Chrer Oftenbulghand/receivt | | Yes No 67% / 33% Dist Satt Debt Loans 100 00% 0.00% | Enter comments re annual instrasse en Enter comments re annual instrasse en Alexabon per pro mas share of all set sets annual sets and sets and sets and annual sets and annual sets and annual sets and annual sets and annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets annual sets annual sets annual sets annual sets annual annual sets annual sets | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | |
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| TOTAL PAYMENTS RECEIPING MOHEO RESIDUL, RECEIPTS (CASH FLOW minus PAYMENTS RECEIPIN Dess Proyect have a Vidi-CEO Residual Receipt Obligation? Well Proyet Developer Fie? Residual Receipts apiel for all years Lender/Owner MOHEO RESIDUAL RECEIPTS DEBT SERVICE MOHEO RESIDUAL RECEIPTS DEBT SERVICE MOHEO RESIDUAL RECEIPTS DEBT SERVICE NON-MOHEO RESIDUAL RECEIPTS DEBT SERVICE REMAINDER (Bhould be zero unless there are distributions below) Comer Disrubusingenteret Alanagement Fee Cherr Disrubusing Baunce Replacement Reserve Stating Baunce Replacement Reserve Deposit. | | Yes No 67% / 33% Dist Saft Debt Loans 100 00% 0 00% 0 00% 0 00% | Ener convents re anual increase en Ener convents re anual increase en Alecator per pro na drain of al suft del tours and OV-CD readout meant selly Pageant Tel MO-CD Ant Due idea Lain Registrerit Her CD Francesy Sel 10/CD 19 Sel 10/C | | | 0 0 | | | 0 0 - - - - - - - - - - - - - - - - - - | | | |
| TOTAL PAYMENTS RECEIPS MONCO Des Project hava à VIGHED Readwal Receipt Obligation? Weil Project Developer Fra? Residual Receipts spil for al yvars Lender/Owner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE REMAINDER (Should be zero unless there are distributions bolow) Omner Clistibution/Service Frail Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALLANCE Replacement Reserve Stating Balance Replacement Reserve Stating Balance Replacement Reserve Stating Balance Replacement Reserve Stating Balance Replacement Reserve Interest | | Yes No 67% / 33% Dist Soft Dobt Loans 100 00% 0 00% 0 00% | Enter commentis re, annual increase, etc Enter commentis re, annual increase, etc Alinoation per pro tota station of all soft del totass, and MOHCD respond increasis alley Pregeosed Tata MOHCD Ant Date lices Laan Nei HCD Financing Set 111(2010) Statistics Primare by per submented by | | | 0 0 | | | 0 0 | | | 72,462 |
| TOTAL PAYNENTS RECEIDEND MONCHO Des Project nurs a Vidriced Residual Receipt Degators Des Project nurs a Vidriced Residual Receipt Degators Widriced Developt Fair Moncho Residual Accepts Anount Dae Moncho Residual Accepts Anount Dae Moncho Residual Receipts Anount Dae NonMoncho Residual Receipts Dest Service Residual Receipts De Moncho Residual Re Moncho Residual Re | | Yes No 67% / 33% Dist Soft Dobt Loans 100 00% 0 00% 0 00% | Ener convertising annual increase and | | | 0 0 | | | 0 0 - - - - - - - - - - - - - - - - - - | | | |
| TOTAL PAYMENTS PRECEDING MOHED Des Project have a VICHED (Residua Recept Obligator) Well Propet Dere bereiher Frei Residual Recepts spil for al yvars Lender/Owner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED Residual Recepts Amount to Lean Resignment Proposed MOHED Residual Recepts Lean Leaner Faesdual Recepts D.e Leaner Faesdual Recepts D.e Leaner Stational Decempto D.e REMARDER (Bhould be zero unless there are distributions below) REPLACEMENT RESERVE - RUNNING BALANCE Regustement Reserve Dipating Regustement Reserve Dipating Regustement Reserve Dipating Regustement Reserve Dipating Regustement Reserve Ministan Regustement Reserve Ministan Reserve Amount Stationent Reserve Reserve Res | | Yes No 67% / 33% Dest Loans 100 00% 0 00% 0 00% | Ener comments re annual increase en Alexation per pri mis chain of al soft stell ans and DUCCD readout reads suity Registrant Registrant Registrant Alexation per pri mis chain of al soft stell Particulation of all soft stell Registrant Alexation of the stell Registrant Alexation of the stell Alexation of the stellar of the stell | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 0 0 | | | 72,462 |
| TOTAL PAYMENTS PRECEDING MOHED Dess Project have a MCHCD Residual Recept Obligation? Well Project Developer Fred? Residual Recepts split for all ysars Lender/Owner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED Residual Recepts Debt SERVICE MOHED Residual Recepts Debt Service NON-MOHECD Residual Recepts Amount to Sensitivation MOHED RESIDUAL RECEIPTS DEBT SERVICE NON-MOHECD Residual Recepts Debt SERVICE NON-MOHECD RESIDUAL RECEIPTS DEBT SERVICE REMAINDER (Should be zero unless there are distributions below) Owner Distributionsficientive Alanagement Fre Charl Destevens Education Replacement Reserve Statutog Baance Replacement Reserve Statutog Baance Replacement Reserve Interest Replacement Reserve Province Replacement Reserve Statutog Baance OPERATING RESERVE - RUNNING BALANCE Caprating Reserve Statutog Baance Caprating Reserve Statutog Baance Caprating Reserve Deposits | | Yes No 67% / 33% Dest Loans 100 00% 0 00% 0 00% | Ener comments re annual increase en Alexation yer pon activities of all soft dell activities and activities of all soft dell activities and activities and activities and Resymmet Resymmet (B) FCD Phenomy (B) FCD Phenomy (B | | | 0 0 | | | 0 0 | | | 72,462 |
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| TOTAL PAYMENTS PRECEDING MOHED Dess Project nava a MOHED Residual Recept Obligation? MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED REsidual Recepts Anount To Lean Reasyment Proposed MOHED Residual Receipts Anount To Lean Reasyment Proposed MOHED Residual Receipts Anount To Lean Reasyment Proposed MOHED Residual Receipts Anount To Readual Circuid Leas NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE INCO-RESIDUAL RECEIPTS DEBT SERVICE RECEINTIOR (Should be zero unless there are distributions Noner OtherDankCentre Management Fee Other Distributions Mohed Residential Regiscontruer Reserve Interest Regiscontruer Reserve Stating Banne Regiscontruer Reserve Stating Banne Regiscontruer Reserve UNINKIO BALANCE Regiscontruer Reserve UNINKIO BALANCE OFFATING RESERVE - UNINKIO BALANCE OFFATING REASEN DEDANG OFFATING RESERVE - UNINKIO BALANCE OFFATING RESERVE - UNINKIO BALANCE OFFATING REASEN DEDANG OFFATING RESERVE - UNINKIO BALANCE OFFATING REASEN DEDANG OFFATING REASENCE DEDANG OFFATING REASEN DEDANG O | | Yes No 67% / 33% Dist Sett Debt Loans 100 00% 0 00% 0 00% 0 00% | Ener Lammentis re annual increase en Alexation per pro-mai sharro of all onf-idel grans and SUF-CD reached increases serior. Programment and SUF-CD reached increases serior. Programment Registration and SUF-CD reached increases serior. SIG HCD Friendrag. | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | [[[[[[[| 0 0 | | | 72,462 |
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| TOTAL PAYMENTS RECEIPING MOHEO Dess Project have a MCHCO Residual Receipt Obligation? MOHEO RESIDUAL RECEIPTS DEBT SERVICE MOHEO RESIDUAL RECEIPTS DEBT SERVICE NON-MODE RESIDUAL RECEIPTS DEBT SERVICE NON-MODER SIDUAL RECEIPTS DEBT SERVICE REMANDER (Should be zero unless there are distributions below) Ommer Distributions/issenter Almagement Fre Replacement Reserve Stating Baunce Replacement Reserve Withdraval (Constit Reserve Stating Baunce OPERATING RESERVE - RUNNING BALANCE Operating Reserve Stating Baunce Constit Reserve Stating Baunce Constit Reserve Stating Baunce Constit Reserve Deposits Constit Reserve Stating Baunce Constit Reserve Stating Baunce Constit Reserve Interest Reserve I Stating Baunce Constit Reserve I Deposits Constit Reserve I Deposits Constit Reserve I Deposits Constit Reserve I Deposits | | Yes No 67% / 33% Dist Sett Debt Loans 100 00% 0 00% 0 00% 0 00% | Ener Lammentis re annual increase en Alexation per pro-mai sharro of all onf-idel grans and SUF-CD reached increases serior. Programment and SUF-CD reached increases serior. Programment Registration and SUF-CD reached increases serior. SIG HCD Friendrag. | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 72.462 - 387.852 \$6 928 367,932 - 367,932 |
| TOTAL PAYMENTS PRECEDING MOHED Dess Project nava a MOHED Residual Receipt Caligation? Mohed Dessiper Faces Residual Receipts split for all years Lender/Owner MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE Propried MOHED Residual Receipts Anount to Lean Reasyment Propried MOHED Residual Receipts Anount to Reading United Lease NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE ENCORT Residual Receipts Debt Service REMANDER (Should be zero unless there are distributions Nome Childboardingeneties Anaugement Fac Other Datanuon Mohender Residual Registromment Reserve Interest Registromment Reserve Stating Balance Registromment Reserve Underseal Reserve Rudenseal Registromment Reserve Registromment Reserve Reserve Rudenseal Registromment Reserve Reserve Rudenseal Reserve Rud | | Yes No 67% / 33% Dist Sett Debt Loans 100 00% 0 00% 0 00% 0 00% | Ener Lammentis re annual increase en Alexation per pro-mai sharro of all onf-idel grans and SUF-CD reached increases serior. Programment and SUF-CD reached increases serior. Programment Registration and SUF-CD reached increases serior. SIG HCD Friendrag. | | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | · · · · · · · · · · · · · · · · · · · | | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | 72.462 - 387.852 \$6 928 367,932 - 367,932 |

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MDHCD Protorma - 20 Year Cash Flow

| 649 | Mason | Stree |
|-----|-------|-------|

| Total # Units: 56 | Units 55 | Units 1 | | [| Year 19 | | [| Year 20 | |
|--|----------------------|---|--|-------------------|----------------|--|--------------------|-------------------|--------------------------------------|
| · · · · · | 100 00% inc | 0.00% annual % | Comments | | 2037 non- | | | 2038 non- | |
| ICOME esidential - Tenant Rents | 1.0% | increase 2.5% | (related to annual inc assumptions) | LOSP 345,650 | LOSP | Total 345,060 | LOSP 348 501 | LOSP | Total 345.5 |
| esidential - Tehant Assistance Payments (Non-LOSP) esidential - LOSP, Tonant Assistance Payments | n/a n/a | n/a n/a 2.5% | | 1.713.107 | | 1,713,107 | 1.780.381 | 128/288/00486 | 1.780.3 |
| iommerical Space Iesidential Parking Iiscellaneous Rent Income | n/a 2.5% 2.5% | 2.5% | | | nogo persinete | 38,717 | Standing of the | | 39 1 |
| uppomve Services Income torest Income - Project Operations | 2.5% | 2.5% | | -468 | | 468 | 480 | | |
| enant Charges | 2.5% 2.5% 2.5% | 2.5% 2.5% 2.5% | | 1.560 312 | - | 1.560 312 | 1,599 | | 11 |
| liscellaneous Residential Income Ither Commercial Income | 2.5% n/a | 25% | | 2.807 | Haaneen mikke | 2.807 | 2.076 | (2005)Raugianie | 2. |
| Indrawal from Capitalized Reserve (deposit to operating account) | n/a | n/a | Link from Reserve Section below, as applicable | 2,063,305 | | 2,102,021 | 2,134,138 | - | 2,173, |
| Gross Potential Income acancy Loss - Residential - Tenant Rents acancy Loss - Residential - Tenant Assistance Payments | n/a n/a | n/a n/a | Enter formulas manually per relevant MOH policy, annual incrementing usually not | (17.253) | | (17,253) | (17 425) | | (17) |
| EFFECTIVE GROSS INCOME | n/a | n/a | appropriate | 2,046,052 | idaatiitaankaa | 2,084,769 | 2,116,713 | STREET ALL STREET | 2,156, |
| PERATING EXPENSES | | | | | | | | | |
| anagement Fee | 3 5% | 3 5% | 1st Year to be set according to HUD schedule. | 81.848 | Ţ | 51.645 | 84.713 | | 84. |
| sset Management Fee Sub-total Management Expenses | 3.5% | 3.5% | per MOHCD policy | 27.862 109,711 | | 27,882 | 28 838 | i i | 28 |
| alaries/Benefits fice Sabries | 3.5% | 3 5% | | 297.198 | | 297,198 | 307.600 | | 307 |
| anager's Salary earth Insurance and Other Eenerts | 35% | 35% | | 176.051 | | 178,051 147,897 | 182,213 153,073 | | 182 153 |
| ther Salaries/Benefits Iministrative Rent-Free Unit Sub-total Salaries/Benefits | 3.5% | 35% | | 18.807 | | 18,807 | 17.395 | - | 17 |
| dministration | 3 5% | 35% | | 650 | | 650 | 673 | · · · | |
| fice Expenses | 35% | 35% | | 56,424 | | 68,424 | 65,749 | | 68 |
| gal Expense - Property | 35% | 35% | | 22.290 38.079 | | 22,290 38,079 | 23 070 39 411 | · | 23 39 |
| idit Expense pokkeeping/Accounting Services | 3.5% | 35% | | 11.858 | : | 11.858 3.343 | 12,273 | | 12 |
| scellaneous | 35% | 3.5% | L | 27 168 | | 27.168 | 28 119 | | 28, |
| Sub-total Administration Expenses tilities | 141 | 2.54 | r | 169,812 | - | | | · . | |
| ater | 35% 35% 35% | 3 5% 3 5% 3 5% | | 165.040 77.715 | | 165,040 77.715 | 170,816 | | 170, 80, |
| is wer | 35% | 3.5% | - | 32,304 109,243 | • | 32,304 109,243 | 33,434 | · · · | 33 |
| xes and Licenses | | | | 384,302 | | 384,302 | 397,752 | · · · | 397 |
| al Estate Taxes | 3 5% | 35% 35% 35% | | 10,030 64,681 | | 10,030 64,661 | 10 382 66 924 | | 10 66 |
| scelaneous Taxes, Licenses and Permits Sub-total Taxes and Licenses | 3.5% | 3.5% | | 2.785 77,478 | • | 2.785 77,478 | 2.884 30,189 | - | 2 |
| surance operty and Liability Insurance | 35% | 3.5% | | 98.205 | - | 98,205 | 101.643 | | 101 |
| tetty Bond Insurance orker's Compensation | 3 5% | 3 5% 3 5% | | 130 28,535 | - | 130 28.535 | 135 29.533 | • | 29 |
| rector's & Officers' Liability Insurance Sub-total Insurance | 3 5% | 3.5% | | 10 207 137,077 | <u> </u> | 10.207 137,077 | 10 564 141,875 | | 10 141 |
| aintenance & Repair | 3 5% | 35% | | 161.602 | | 161.602 | 167.258 | | 157 |
| pples ntracts | 35% | 35% | | 35 664 121,656 | - | 35,664 121,668 | 36.912 125.924 | - | 36 125 |
| irbage and Trash Removal curity Payroli/Contract | 35% | 35% | | 53,857 10,773 | | 53,687 10,773 | 55 753 11.151 | | 55 11 |
| AC Repairs and Maintenance hicle and Maintenance Equipment Operation and Repairs | 35% | 3.5% 3.5% | | 45.508 | | 45.508 | 47,101 | | 47 |
| scellaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses | 35% | 3.5% | | 37.150 466,230 | | 37,150 466,230 | 38 450 482,548 | | 38 482 |
| pportive Services | 3 5% | 3 5% | | - 1 | | | | · · · · · | |
| ommercial Expenses | | 9799999999 | | anangagan | odesta di seco | | 200725603 | ampeledd | |
| DTAL OPERATING EXPENSES PUPA ;w/o Reserves/GL Base Rent/Bond Fees) | | | | 1,982,561 | | 1,982,561 | 2,051,951 | - | 2,051 |
| eserves/Ground Lease Base Rent/Bond Fees ound Lease Base Rent | | | | 1 | - | | 1 | · · I | |
| and Monitoring Fee | | | Must add 3% increase pryear approved by | · · · · | | | · · · · | | |
| placement Reserve Deposit | | | Mike McLoone based on PNA | 74,638 | | 74,636 | 76,875 | ÷ | 76 |
| her Required Reserve 1 Deposit | | | | | - | - | | | |
| sub-total Reserve/Ground Lease Base Rent/Bond Fees | | | | 74,637 | | 74,637 | 76,876 | · · · · | 76, |
| TAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond PUPA (w/ Reserves/GL Base Rent/Bond Fees) | Feas) | | | 2,057,199 | | 2,057,199 | 2,128,827 | | 2,128, |
| ET OPERATING INCOME (INCOME minus OP EXPENSES) | | | | 22(11,147) | | 27,570 | (12,115) | | 27. |
| EBT SERVICE/MUST PAY PAYMENTS ("hard debt"/amortized loa ard Debt - First Lender | ns) | | Enter comments re annual increase, etc. | | . | - | - 1 | | |
| rd Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd L rd Debt - Third Lender (Other HCD Program, or other 3rd Lender) | ender) | | Enter comments re annual increase, etc. Enter comments re annual increase, etc. | 27.570 | | 27,570 | 27.570 | | 27 |
| rd Debt - Fourth Lender mmercial Hard Debt Servica | | | Enter comments ra, annual increasa, etc. | santiaran - | 000000000000 | | | - | |
| TOTAL HARD DEBT SERVICE | | | | 27,570 | - | 27,570 | 27,570 | - | 27, |
| ASH FLOW (NOI minus DEBT SERVICE) Commercial Only Cash Flow | | | | (38,717) | | 0 38,717 | (39,685) | - | 39, |
| Allocation of Commercial Surplus to LOPS/non-LOSP (residual incon AVAILABLE CASH FLOW | ne) | | [| 38 717 (0) | | 0 | 39 685 0 | | |
| ES OF CASH FLOW BELOW (This row also shows DSCR.) | | | DSCR: | | | there are a second | - | 5 | ana an |
| ES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL liow-the-line" Asset Mgt fee (uncommon in new projects, see poicy) | 3.5% | 35% | per MOHCD policy | · . | ····· | | | · · [| |
| rtnership Management Fee (see policy for limits) estor Service Fee (aka "LP Asset Mat Fee") (see policy for limits) | 35% | 3.5% | per MOHCD policy per MOHCD policy no annual increase | | | | | - | |
| n-amortzing Loan Pmnt - Lender 1 | | | Enter comments re; annual increase, etc | | | | | <u> </u> | |
| n-amoritizing Loan Print - Lender 2 ferred Developer Fee (Enter amt <= Max Fee from row 131) | | | Enter comments re: annual increase, etc. | | - | | | - | |
| TOTAL PAYMENTS PRECEDING MOHOD SIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDIN | G MOUC | | | | | | | | |
| SUBSAL REGER 13 (GASH FLOWY MINUS PATMEN 15 PRECEDIN | - nonce | a | | | | 9 | c | - | |
| es Project have a MOHCD Residual Receipt Obligation? | | Yes | 1 | (0) | | | | | |
| es Project have a MOHCD Residual Receipt Obligation? Il Project Defer Developer Fee? | | | | (0) | | | | | |
| es Project have a MOHCD Residual Receipt Obligation? Il Project Defer Developer Fee? | | Yes No 67% / 33% | | | | | | | |
| es Project have a MOHCD Residual Receipt Obligation? Il Project Defer Developer Fee? | | Yes No | | | | | | | |
| ss Project Inave a MOHCD Reschall Recept Obligation? Project Order Deweiper Fier? adual Recepts split for all years - Lender/Owner MOHCD RESIDUAL RECEIPTS DEBT SERVICE | | Yes No 67% / 33% Dist. Soft Debt Loans | Allocation per pro-rata share of all soft debt | | [| | | ſ | |
| es Project how a MOHCD Revulual Recept Obligation? Florenct brief Dwellenger Fier? solual Recepts split for all years - Lender/Owner MOHCD RestDUA - RECEIPT'S DEBT SERVICE IHCD RestDual Recepts A mount Due mogased MOHCE Resulta Recent to Loan Resumment. | | Yes No 67% / 33% Dist. Soft Debt Loans | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy | | [| 0 | | Ē | |
| ss Project Nave a MOHCD Resultal Recept Oblighton? Project Offer Dewapper Fee? sdual Recepts split for all years - Lender/Owner/ MOHCD RESIDUA, RECEIPTS DEBT SERVICE HCD Raschall Recepts Amount Our rogassed MOHCD Resultal Recepts Amount To Resayment rogassed MOHCD Resultal Recepts Amount To Resayment Recepts Amount One Recepts Amount To Resayment Recepts Amount One Recepts Amount To Resayment Recepts Amount To Recepts Amount To Recept Circuit | | Yes No 67% / 33% Dist. Soft Debt Loans | Allocation per pro-rata share of all soft debt | | | 0 | | | |
| ss Project Inave at MOHCD Reschall Recept Obligation? Project Order Dweipper Fier? adual Recepts split for all years - Lender/Owner? MOHCD RESIDUA - RECEIPTS DEBT SERVICE HCD Residual Recepts Amount to Loan Resamment roppsed MOHCD Residual Recepts Amount to Lean Resamment roppsed MOHCD Residual Recepts Amount to Residual Ground ase NON-MOHCD RESIDUAL, RECEIPTS DEBT SERVICE DEMANDEC RESIDUAL, RECEIPTS DEBT SERVICE | | Yes No 67% / 33% Dist. Soft Debt Loans 100.00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Recomment | | | 0 | | | |
| ss Project Nave a MOHCD Resultal Receipt Oblighton? Project Order Davies Fier? sdual Receipts split for all years - Lender/Owner/ MOHCD RESIDUA , RECEIPTS DEBT SERVICE HCD Resultal Receipts Amount Davies HCD Resultal Receipts Amount to Lawn Resument represent MOHCD Resultal Receipts Amount to Result of Jound Tarstall Receipts Amount to Resultal Ground Tarstall Receipts Amount to Resultal Ground Di Resultal Receipts Amount to Resultal Ground Di Resultal Receipts Debt SERVICE Di Resultal Receipts Debt SERVICE | | Yes No 67% / 33% Dist. Soft Debt Loans 100.00% | Allocation per pro-rata share of all soft debt leans, and MOHCD residual receipts policy Proposed Total MOHCD Ant Due less Lean | | | 0 | | Ē | |
| ss Project Nave a MOHCD Resultal Recept Oblighton? Project Offic Dewaler Fee? sdual Recepts split for all years - Lender/Owner MOHCD RESIDDA, RECEPTS DEBT SERVICE HCD Residual Recepts Amount Due Loan Resament reposed MOHCD Resultal Recepts Amount to Resament reposed MOHCD Resultal Recepts Amount to Resament Recept Amount to Resulta Count data NoH MOHCD RESIDDAL RECEPTS DEBT SERVICE D Residual Recepts Due dor 6 Resulta Recepts Due Total NavAKHCD Residual Receipts Debt Service | | Yes No 67% / 33% Dist Soft Dobi Loans 100.00% 0.00% 0.00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Recomment | (U) | | 0 0 | | Ē | |
| ss Project Nare a MOHCD Resultal Recept Oblighton? Project Order Developer Fier? adual Recepts split for all years - Lender/Owner/ MOHCD RESIDUA, RECEIPTS DEBT SERVICE MCD Rasidual Recepts A mount for regasser MOHCD Residual Recepts Amount to Loan Repayment, represed MOHCD Residual Recepts D Iso Service Non-MohcD RESIDUAL RECEIPTS DEBT SERVICE Oreational Recepts D Je Total Non-AK-MCD Residual Receipts Debt Services MOHCD Residual be zero unless there are distributions | | Yes No 67% / 33% Dist Soft Dobi Loans 100.00% 0.00% 0.00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Recomment | (U) | | 0 0 | | Ē | |
| es Project have a MOHED Resultai Recept Obligation? Project Defin Developmer Fee? adual Recepts split for all years - Lender/Dwiner MOHED RESIDUA, RECEIPTS DEBT SERVICE MCD Residual Recepts Amount Dua Topasard MOHED Residual Recepts Amount To Escala de MOHED RESIDUAL RECEIPTS DEBT SERVICE ON MOHED RESIDUAL RECEIPTS DEBT SERVICE DESTABLISHER RECEIPTS DEBT SERVICE DESTABLISHER RECEIPTS DEBT SERVICE MOHEN Recepts Amount Dua MOHEN Recepts Amount Dua MON MOHED RESIDUAL RECEIPTS DEBT SERVICE DESTABLISHER RECEIPTS DEBT SERVICE MOHENT Receipt Destidual Receipts Debt Service MNDER (should be zero unless there are distributions own) men Datiouteningenter datagement Fee | | Yes No 67% / 33% Dist Soft Dobi Loans 100.00% 0.00% 0.00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Recomment | (v) | | 0 0 | | Ē | |
| es Project have a MOHED Resultai Recept Obligation? Project Offer Development Fee? adual Recepts split for all years - Lender/Dwiner MOHED RESIDUA, RECEIPTS DEBT SERVICE MCD Residual Recepts Amount Dua Topasard MOHED Residual Recepts Amount To Resayment Topasard MOHED Residual Recepts Amount To Resayment Topasard MOHED Residual Recepts Amount To Resayment WOH Recepts Amount Dua Topasard MOHED Residual Recepts Amount To Resayment Topasard MOHED Residual Recepts Amount To Resayment WOH Recepts Amount Dua Topasard MOHED Residual Recepts Amount To Resayment Topasard MOHED Recepts Amount To Resayment Total Non-MOHED Residual Recepts Debt Service MOHED Residual Recepts Amount Dua Total Non-MCHED Residual Recepts Debt Service Total Non-MCHED Residual Rece | | Yes No 67% / 33% Dist Soft Dobi Loans 100.00% 0.00% 0.00% | Allocation per pro rata share of all soft debt loans, and MOHCD residual receipts policy Proposed Total MOHCD Amt Due less Loan Recomment | (v) | | 0 0 | | Ē | |
| es Project Nova a MOHED Resultal Recept Obligation? Filorgic Daffor Davisper Fier? sdual Recepts split for all years - Lender/Dwine/ MOHED RESIDUA, RECEIPTS DEBT SERVICE HECD Anatulal Recepts Amount Dia Monoment Data Recepts Amount to Resultand Ground sate On Monote Residual Recepts Amount to Resultad Ground sate On Monote Residual Recepts Amount to Resultad Ground sate On Monote Residual Recepts Amount to Resultad Ground sate On Monote Residual Recepts Amount to Resultad Ground sate On Monote Residual Recepts Amount to Resultad Ground sate On Monote Residual Recepts Debt Service Total Non-MCHED Residual Receipts Debt Service MANDER (Schault be zero unless there are distributions owl mer Databutomischere Vanagement Fee at Sateut Construction Amount Del Service Amount Servi | | Yes No 67% / 33% Dist Soft Dobi Loans 100.00% 0.00% 0.00% 0.00% | Almodum per pro-rais sitem of all soft 6681 latens, and MONCD resolut (receive) portor. Proposed Teta NORCD Ant Due less Lean Reserved 1 No HCD Friendang | (y) | | 0 0 | | Ē | 462.: |
| es Project hore a MOHED Resultal Recept Obligation? Project Offer Dwellerp Fee? sdual Recepts split for all years - Lender/Owner MOHED RESIDUA, RECEPTS DEBT SERVICE HECD Residual Recepts Amount Due Toble Am | | Yes No 67% / J3% Dist Soft Dobt Loans 100.00% 0.00% 0.00% | Alexaters per give rule share of all coll deal (come. and XOHCD resource (costs)s policy Proposed Telet NOHCD Ant Due less Loon Net HCD Financing (Cost of the Source of t | (v) | | 0 0 | | Ē | |
| es Project Nova a MOHED Resultal Recept Obligation? FileProject Daff Developmer Fier? adual Recepts split for all years - Lender/Downer MOHED RESIDUA, RECEIPTS DEBT SERVICE HED Anatulal Rought Amount Dia Monor De Resultal Recepts Amount to Resultat Ground asse Non-MOHED RESIDUAL RECEIPTS DEBT SERVICE D'Resultal Rought Amount to Resultat Ground asse D'Resultat Rought Amount to Resultat Rought Bett Bervice MANDER (Schuld be zero unless there are distributions and asse D'Resultat Rought Banne Banne Ground Banne Banne Genotic Banne Banne Banne Banne Genotic Banne | | Yes No 87% / 33% Dist. Soft Dobt Loans 100.00% 0.00% 0.00% | Alimatian per pro-tals share of all soft dest learns and MCHCC resolution receiving portory Proposed Triat MCHCC Ant Due Kess Lean New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess Ant Due Kess New provide the MCHC Ant Due Kess New provid | (v) | | 74,636 | | | 76) |
| es Project hore a MOHED Resultal Recept Obligation? Flored Daff Developmer Fee? staal Recepts split for all years - Lender/Downer staal Recepts split for all years - Lender/Downer MOHED Resultal Recepts Amount Due Topole Resultal Recepts Amount Due an Resultment data MON MOHED RESUltal, RECEPTS DEBT SERVICE UN MOHED RESULTAL RECEPTS DEBT SERVICE Topole Resultal Recepts Amount to Resultat Ground data MON MOHED RESULTAL RECEPTS DEBT SERVICE UN MOHED RESULTAL RECEPTS DEBT SERVICE Topole Resultat Recepts Data data Particular Recepts Data Topole NAMCHOE Resultat Recepts Debt Service MANDER (Schould be zero unless there are distributions on mer Databutansite. Particular Resons Starries Datament Resons Starries Basarce Datament Resons Windig (dataly ted to CNA) Basarce Teacher Interes AR Running Balance | | Yes No 87% / 33% Dist. Soft Dobt Loans 100.00% 0.00% 0.00% | Almodute per pro-tals share of all soft deal loans, and MORCD residuel recearls portey. Proposed Tata NORCD And Due less Lean Respond 1 No. PCD Financing As of 11/02 19 As of 11/02 19 The answer of the anticipated deal based on this control as financial form | (v) | | | | | 76,1 539,4 |
| es Project Nova a MOHED Resultal Recept Oblgation? Filerica Ediar Downey Filer? stabil Recepts split for all years - Lender/Dwine? MOHED RESIDUA, RECEPTS DEBT SERVICE HED Resultal Recepts Ansuert Due Total NovECR Resultal Recepts Annuert to Resultat Ground asse NoN MOHEC RESIDUAL RECEPT'S DEBT SERVICE OT Resultat Recepts Annuert to Resultat Ground asse NoN MOHEC RESIDUAL RECEPT'S DEBT SERVICE Total NovECR Resultat Recepts Annuert to Resultat Ground asse NoN MOHEC RESIDUAL RECEPT'S DEBT SERVICE Total NovECR Resultat Recepts Annuert to Resultat Ground asse NoN MOHEC RESIDUAL RECEPT'S DEBT SERVICE Total NovECR Resultat Recepts Annuert to Resultat Ground asse NoN MOHEC RESIDUAL RECEPT'S DEBT SERVICE Total Recepts Data For Britandom Recepts For Britandom For Britandom Recepts For Britandom For Brit | | Yes No 67% / 33% Dat Soft Debi Loans 100.00% 000% 000% 000% | Alexaters per grin rate share of all coll det (come, and OUHCD resource readers policy) Proposed Tele NOHCD And Due less Lean New HCD Financing And di LCD 115 Maria Lead To The Anticipanet detail Maria Lead on This Anticipanet detail Based on This Anticipanet detail ARB Basiancos/Line | (v) | | 74,636 - 462,588 \$8,261 | | | 462, 76, 539, 59,6 367,5 |
| es Project hore a MOHED Resultal Recept Obligation? Project offer Dweller Fier? staal Recepts split for all years - Lender/Owner MOHED RESIDIA, RECEPTS DEBT SERVICE HECD Residual Recepts Amount Due Total And DYCED Residual Recepts Amount to Resament reposed MOHED Residual Recepts Amount to Resament reposed MOHED RESIDIA, RECEPTS DEBT SERVICE NON-MOHED RESIDIA, RECEPTS DEBT SERVICE DI Residual Recepts Amount to Residual Ground ease NON-MOHED RESIDIA, RECEPTS DEBT SERVICE DI Residual Recepts Amount to Residual Ground ease NON-MOHED RESIDIA, RECEPTS DEBT SERVICE DI Residual Recepts Amount to Residual Ground ease NON-MOHED RESIDIA, RECEPTS DEBT SERVICE DI Residual Recepts De Total Non-KMHED Residual Receipts Debt Service MAINDER (Should be zero unless there are distributions on at Babance (Should be zero) Fuel Amount on BALANCE Bacement Reserve Vintigroval (seas) ted to CNA) Babance ERATING RESERVE - RUNNING BALANCE Bacement Reserve Vintigroval (seas) ted to CNA) Babance ERATING RESERVE - RUNNING BALANCE Bacement Reserve Vintigroval (seas) ted to CNA) Babance ERATING RESERVE - RUNNING BALANCE Bacement Reserve Vintigroval (seas) ted to CNA) Babance ERATING RESERVE - RUNNING BALANCE Bacement Reserve Vintigroval (seas) Reserve Stang Babance | | Yes No 67% / 33% Dat Soft Debi Loans 100.00% 000% 000% 000% | Almodum per pro-rela sinem of all soft deal loans, and MONCD residuel receards portey. Proposed Test NONCD Ant Due less Lean Res HCD Friendang No HCD Friendang As of 11/2019 Units deal 30% sectors as private approval by Turing test and the sector of the sector of the Beach of the Sector of the Sector of the Sector of the Beach of the Sector of the Sector of the Sector of the Beach of the Sector of the Sector of the Sector of the Beach of the Sector of the Sector of the Sector of the Beach of the Sector of the Sector of the Sector of the Beach of the Sector of the S | (v) | | 74,636 | | | 76,1 539,4 |
| es Proget Nave a MOHEO Resultal Recept Oblgation? File/Receptor Decomposition File? Satual Receptor split for all years - Lender/Downer MOHEO RESIDUA, RECEPTS DEBT SERVICE International Receptor Amount Our Monomer Database Amount Our Total Nave Receptor Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Data Total Nave Recepto Data Total Nave KHOD Residual Recepto Debt Service MANDER (Should be zero unless there are distributions for all Balance (Floridua be zero unless there are distributions for Inter Controlomous Genory Example Example Resinve Winderwais (dealy ted to CNA) placement Resinve Vinderwais RR Running Balance examp Resinve Vinderwais RR Running Resinve Stations RR Running Resinve Vinderwais | | Yes No 67% / 33% Dat Soft Debi Loans 100.00% 000% 000% 000% | Alexaters per grin rate share of all coll det (come, and OUHCD resource readers policy) Proposed Tele NOHCD And Due less Lean New HCD Financing And di LCD 115 Maria Lead To The Anticipanet detail Maria Lead on This Anticipanet detail Based on This Anticipanet detail ARB Basiancos/Line | (u) | | 74,636 - 462,598 \$8.261 367,532 - | | | 76,1 539,4 59,6 367,5 |
| es Project have a MOHED Resultai Recept Obligation? Project Offic Developmer Fer? adual Recepto split for all years - Lender/Downer MOHED RESIDUAL RECEIPTS DEBT SERVICE MCLD Residual Recepto Amount to Resolution MONACIO RESIDUAL RECEIPTS DEBT SERVICE DESEMBLACE RESIDUAL RECEIPTS DEBT SERVICE DESEMBLACE RESERVE - LANNING BALANCE DESEMBLACE RESERVE - LAN | | Yea S No No N | Alexaters per grin rate share of all coll det (come, and OUHCD resource readers policy) Proposed Tele NOHCD And Due less Lean New HCD Financing And di LCD 115 Maria Lead To The Anticipanet detail Maria Lead on This Anticipanet detail Based on This Anticipanet detail ARB Basiancos/Line | | | 74,636 - 462,588 \$8,261 | | | 76; 539; \$9; |
| es Proget Nave a MOHEO Resultal Recept Oblgation? File/Receptor Decomposition File? Satual Receptor split for all years - Lender/Downer MOHEO RESIDUA, RECEPTS DEBT SERVICE International Receptor Amount Our Monomer Database Amount Our Total Nave Receptor Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Amount for Resultant Ground asse Non MOHEO RESIDUA, RECEPTS DEBT SERVICE DT Residual Recepto Data Total Nave Recepto Data Total Nave KHOD Residual Recepto Debt Service MANDER (Should be zero unless there are distributions for all Balance (Floridua be zero unless there are distributions for Inter Controlomous Genory Example Example Resinve Winderwais (dealy ted to CNA) placement Resinve Vinderwais RR Running Balance examp Resinve Vinderwais RR Running Resinve Stations RR Running Resinve Vinderwais | | Yea S No No N | Almodum per pro-hab share of all soft deal loans, and ADICCD residuel receards portey Proposed TOINCCD and Dave less Lean Responsed No. FCD Financing As of 11/2019 As of 11/2019 As of 11/2019 Research Philasteric and Exempting Anticipated 114 interest rate RR Belance/Unit As of 11/2019 | | | 74,636 - - 462,588 \$8.261 367,532 - - 367,532 | | | 76/ 539/ 59/ 367/ 367/ |

Other Reserve 1 Interest Other Required Reserve 1 Run OTHER RESERVE 2 - RUNNING BALANCE MOHCD Proforma - 20 Year Cash Flow

| Totz | Units | Units | | | | | | | | | | |
|--|---------|----------|--|------|----------|-------|------|----------|-------------|------|----------|----------------|
| 36 | 55 | 1 | | | Year 16 | | | Year 1. | , | | Year 18 | |
| | 100 00% | 0.00% | | 2034 | | | | 2035 | | 2036 | | |
| | inc | % annual | Comments | | | | | | | | | |
| INCOME | LOSP | Increase | (related to annual inc assumptions) | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total |
| Other Reserve 2 Starting Balance | | | and the second | | | | | | | | | , |
| Other Reserve 2 Deposits | | | | | | | | | | | | |
| Other Reserve 2 Withdrawals |] | | | | | | | | | | | and the second |
| Other Reserve 2 Interest |] | | and the second | | | | | | chenisten e | | | |
| Other Required Reserve 2 Running Balance | | | | | | - | | | - | | | - |
| | | | | | | | | | | | | |

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Exhibit C – Legal Description of Real Property

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Westerly line of Mason Street, distant thereon 27.50 feet Southerly from the Southerly line of Ellis Street; thence Southerly along said line of Mason Street 82.50 feet to a point distant 165.00 feet Northerly from the Northerly line of Eddy Street, measured at right angles thereto; thence at a right angle Westerly 49.50 feet; thence at a right angle Northerly 8.25 feet; thence at a right angle Westerly 8.50 feet; thence at a right angle Northerly 13.50 feet; thence at a right angle Westerly 20.00 feet; thence at a right angle Northerly 13.50 feet to a point distant 82.50 feet Southerly from the Southerly line of Ellis Street, measured at right angles thereto; thence at a right angle Westerly 4.50 feet; thence at a right angle northerly 13.50 feet to a point distant 82.50 feet Southerly from the Southerly line of Ellis Street, measured at right angles thereto; thence at a right angle Westerly 4.50 feet; thence at a right angle northerly 55.00 feet; thence at a right angle Easterly 82.50 feet to said Westerly line of Mason Street and the point of beginning.

Being a portion of 50 Vara Block No. 198

Assessor's Lot 017; Block 331

PARCEL TWO:

An Easement as reserved by Glide Economic Development Corporation, a California nonprofit public benefit corporation, in the Grant Deed recorded April 30, 2007 in Reel J380 of Official Records, Image 0550 under Recorder's Serial Number 2007-I377968-00, for light and air purposes over the following described real property above a horizontal plane at elevation 86.5 feet (City and County of San Francisco Datum) bounded by planes projected vertically above the limits of said land:

Commencing at the point of intersection of the Southerly line of Ellis Street and the Westerly line of Mason Street; running thence Westerly along said line of Ellis Street 82 feet, 6 inches; thence at a right angle Southerly 27 feet; 6 inches; thence at a right angle Easterly 82 feet, 6 inches to the Westerly line of Mason Street; thence at a right angle Northerly along said line of Mason Street 27 feet, 6 inches to the point of commencement.

Being a portion of 50 Vara Block No. 198

July 1, 2019



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Exhibit D - LOSP Client Selection Criteria

July 1, 2019



149 Mason Street San Francisco, CA 94102

Exhibit D -- RESIDENT SELECTION CRITERIA

Please read the resident selection criteria carefully. These are the standards by which your application for housing will be reviewed. Management will take the following screening criteria into consideration when determining an applicant's eligibility for residency at 149 Mason Street Apartments.

I. APPLICATION INTAKE PROCESS

Applications will be accepted from persons who are aged 18 years and older or emancipated minor.

Applicants who attest that they are emancipated minors will be required to provide management with written proof that he or she is legally emancipated. Legal proof is identified as one of the following:

- 1. A court order of emancipation;
- 2. A marriage certificate;
- 3. Proof of active duty military service.

Applications will be screened. When it is determined that the applicant meets the Basic Program Requirements listed below, the applicant will be invited to attend a personal interview. The processing of your application does not assure, nor does it imply, that your application is approved or that management will offer you an apartment. If your application fails to meet the Basic Program Requirements, credit and/or criminal background checks, you will be notified in writing as to why your application is being denied.

II. BASIC PROGRAM REQUIREMENTS

A. Income Eligibility

1. Maximum Income - Applicant's household income limit cannot exceed the maximum income limits for the household size as set forth in the attached income eligibility chart (per the California Tax Credit Allocation Committee as stated in the San Francisco County LIHTC Income Limit and Rents Schedule and San Francisco City Income Limits and Rent Schedule, whichever is more restrictive).

B. Age Restriction

All household members age 18 years or older and emancipated minors must sign the appropriate consent forms and comply with the verification process



149 Mason Street San Francisco, CA 94102

C. Full Time Student Household

Household cannot be comprised completely of full-time students <u>unless</u> one of the following exceptions applies:

- 1. Receiving assistance under Title IV of the Social Security Act (AFDC/TANF); OR,
- 2. Enrolled in a job training program receiving assistance under the Work Force Investment Act (WIA, formerly the Job Training Participation Act) or under another similar federal, state, or local laws; <u>OR</u>,
- 3. Single parent with minor children, all of whom are full-time students and such parents and children are not dependents of another individual; <u>OR</u>,
- 4. <u>All members of household are married and have filed a joint tax return or are entitled to file a joint tax return OR</u>,
- 5. Previously enrolled in the Foster Care program (age 18-24)

D. Occupancy Standards

1. Household size must be appropriate for the unit. The size of the unit that an applicant qualifies for is dependent on the size of the household and any verifiable special needs of the household. In general, maximum occupancy is calculated as two people per bedroom, plus one additional person, but variations may be allowed subject to local ordinances. The minimum and maximum standards are as follows:

Unit Size Minimum Number of Persons in Household

Studio

1

- 2. Verification that the unit assigned will be the household's sole place of residency.
- 3. Every household resident will be counted when determining unit size.
- 4. When a medical hardship is verified via third party to the satisfaction of the Reasonable Accommodation Policy set forth in Section IX, persons may be assigned a larger unit.



149 Mason Street San Francisco, CA 94102

III. PREFERENCES

A. Local Preferences

All fifty-five units will be targeted for homeless individuals who are participants of the Direct Access to Housing Program. Residents with special needs will be encouraged to apply. In accordance with the loan agreement entered into with the City and County of San Francisco, occupancy priority is given to persons as follows:

- 1. To the extent practicable and allowed by law and the Bond Regulatory Agreement, preference will be given to potential residents who have been displaced from other units in the City of San Francisco by rehabilitation or construction work financed in part by the City.
- 2. Any Agency Certificate Holder;
- 3. All other applicants.

B. Set-Aside Preferences

Only applicants referred via the Department of Public Health and/or Human Services Agency in accordance with the loan agreement with the City and County of San Francisco will be considered for the studio apartments where Residents' income cannot exceed the limits imposed by HCD which restrict rents as follows:

> 32 units are at 20% AMI or lower 10 units are at 25% AMI or lower <u>13 units are at 40% AMI or lower</u> 55 Units Total

Section 8 certificates will be accepted. Residents will pay 50% of their income (not to exceed the rent LIHTC rents) and must agree to a third-party payee prior to signing the lease.

IV. VERIFICATION PROCESS

1. All information provided on the application will be verified. False, inaccurate or incomplete information may result in disqualification of an application. Intentionally providing false information on any part of the application is



149 Mason Street San Francisco, CA 94102

considered <u>fraud</u> and may result in failure of the applicant to obtain a unit, or if discovered after an applicant becomes a resident, may result in loss of the assigned housing unit. All income will be verified by management via third party verification from employers and/or other sources of income. If the applicant is employed, three months of consecutive paychecks must be provided. Letters from Social Security and/or Public Assistance, etc. will be accepted and used as back up documents. All verification documents, award letters, etc. cannot exceed an age of 90 days.

- 2. Upon initial occupancy, household income cannot exceed the income restriction for the respective unit size as determined by the area median income which is adjusted for household size.
- 3. Third-party income verification will be required from all sources, including, but not limited to:
 - a) Employment;
 - b) Savings and checking;
 - c) Pensions/retirement/annuities;
 - d) Disability;
 - e) Property, home, stocks, bonds, annuities, IRA, etc.;
 - f) Government assistance, SSI, TANF, AFDC, GA, etc.;
 - g) Social Security;
 - h) Child/spousal/family support;
 - i) Unemployment benefits.
- 4. Income calculations are based on the household's annual anticipated gross income for the following 12 (twelve) months. Annual gross income includes income from any and all assets.
- 5. A credit check will be required for all adult household members who are 18 years or older and emancipated minors.

V. LANDLORD REFERENCES

The following criteria will be considered in conjunction with the Mitigating Circumstances policy which is attached.



149 Mason Street San Francisco, CA 94102

- 1. References from applicant's current and previous landlords for a period of one year will be reviewed.
- 2. All applicants must have positive prior landlord references indicating ability to care for the property and pay rent on time, as well as the ability to peacefully cohabitate with other residents. A history of violent or criminal behavior may be cause for denial of application.
- 3. In cases where applicants do not have any previous landlord, or if no previous landlord is available, staff will request personal references from someone not related to the applicant, such as a counselor or caseworker. However, lack of such references is not an automatic basis for denial.
- 4. A landlord reference check of an applicant's rental history for the past 12 months is conducted to determine the following:
 - a) Demonstrated ability to pay rent on time and in full;
 - b) Followed the rules and regulations of rental companies;
 - c) Kept rental unit in a manner which did not create an unsafe or unhealthy environment or pose a health danger to other residents;
 - d) Kept rental unit undamaged;
 - e) No history of receiving notices for lease violations;
 - f) Gave sufficient notice of intent to vacate;
 - g) No noise complaints;
 - h) No disturbances or illegal activities;
 - i) No unpaid Non-Sufficient Funds (NSF) checks;
 - j) No unauthorized household members
- 5. Section 8 certificates and vouchers holders are welcome to apply and must meet

all

other eligibility requirements for the unit

6. Applicants who have past evictions or negative landlord references strictly for non- payment of rent, but who now have a verified payee to guarantee timely rent payment, will not be automatically declined under the eviction or rental history criterion described above. However, subject to reasonable accommodations, applicants will be declined for evictions for other causes.

JOHN STEWART COMPANY

TENANT SELECTION CRITERIA

149 Mason Street San Francisco, CA 94102

VI. CAUSES FOR REJECTION

An applicant will only be rejected after consideration of the mitigating circumstances policy, including but not limited to successful rent payment history over the past 12 months:

- 1. Blatant disrespect, disruptive or anti-social behavior, or demonstrable history of such behavior, towards management, the property, or other residents exhibited by an applicant or family member or friend any time prior to movein;
- 2. A negative landlord or other reference, encompassing failure to comply with the terms of a lease, poor payment history, a history of maintaining the rental unit in an unsafe and/or unsanitary condition or eviction for cause;
- 3. Failure to present all applicants during the interview with the Community Manager;
- 4. A negative credit report as set forth in Section VII; Falsification of any information contained on the application;
- 5. A criminal history as set forth in Section VIII;
- 6. Family size that does not conform to the stated minimum and maximum sizes as described in the San Francisco County LIHTC or San Francisco City Income Limits and Rent;
- 7. Income exceeding the income limits of 20%, 25% and 40% of area median on initial occupancy based on unit designations;
- 8. Other good cause, including, but not limited to, failure to meet any of the selection criteria in this document;
- 9. A household member involved in drug-related criminal activity;
- 10.A household member convicted of drug related activity for the manufacture of production of a controlled substance;
- 11.A household member engaged in illegal use of a drug in the last 6 months, or whose abuse of alcohol will interfere with the health, safety or right to peaceful enjoyment of the premises by other residents;
- 12. Misrepresentation of any information related to eligibility, allowance, household composition or rent.

VII. CREDIT HISTORY

A credit reference will be required for all adult household members and emancipated minors. Applicants will not be required to cover the cost of performing a credit and criminal background check.



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Credit reports are pulled for all adult household members. Each member must meet the same requirements. Reasons for rejection of an application due to information contained on applicant's credit report which factors have affected applicant's ability to pay rent in prior tenancies may include:

- 1. Unlawful detainers;
- Unpaid collections, judgments or liens exceeding \$3,000.00, excluding medical bills and student loans;

3. Repossessions, excluding voluntary repossessions within the past thirty six months except when part of a bankruptcy, divorce or legal separation;

- 4. Unpaid utility bills (cable, electric, gas, water/sewer and garbage);
- 5. Unpaid balance due a current or prior landlord;
- 6. A significant number (6) of Non Sufficient Funds (NSF) checks within the past thirty six month period:
- 7. Any suit pending or not remedied;
- 8. Any personal bankruptcy within the past thirty six months that has not been remedied;
- 9. More than two credit or installment accounts that have been past due for more than 120 days within the past twelve months.

Reasons to overturn a rejection upon appeal include:

- 1. The unlawful detainer was caused by non-payment of rent and that any future rent payment be guaranteed by third party payment; or
- 2. Proof of adherence to a payment plan for past due collections; or,
- 3. Applicant can prove that a prior eviction or poor credit is the result of a divorce or the result of the applicant having been a victim of domestic violence and that it was determined in a court settlement that the applicant's spouse was solely responsible for such poor credit or eviction and such spouse will not be living with applicant at 149 Mason Street Apartments; or,
- 4. Applicant lacks credit history, since lack of a credit history does not constitute negative credit.



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VIII. CRIMINAL HISTORY

A criminal background check will be required for all household members aged eighteen [18] years and older and emancipated minors. Criminal standards are set forth below.

A criminal background reference check is conducted to determine that applicants and/or members of an applicant's household have:

- 1. No record of felony convictions for the Manufacture or Distribution of a Controlled Substance in the past seven years;
- 2. No record of misdemeanor drug-related convictions in past three years;
- 3. No record of felony conviction for Burglary/Robbery/Larceny in past seven years;
- 4. No misdemeanor conviction for Burglary/ Robbery/ Larceny in past three years;
- 5. No record of felony conviction for Homicide/Murder;
- 6. No record of felony conviction for Destruction of Property in past seven years.
- 7. No record of misdemeanor conviction for Destruction of Property in past three years.
- 8. No record of a felony or misdemeanor conviction for Assault/Fighting/Physical Violence in past seven years;
- 9. No record of conviction of sex crime(s) or listing on the National Sex Offender Registry.

IX. REASONABLE ACCOMMODATIONS

Management will apply the same screening criteria to all applicants. However, management is obligated to offer applicants with disabilities additional consideration if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program.

You may request additional consideration in the application of a particular resident selection criteria, rule, policy, or practice; the way we communicate with you or give you information or services; and/or the necessity for structural alterations in your apartment or other part of the housing site that would give you an equal chance to live at the facilities or take part in the programs on site.

Management is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will result in a financial or administrative burden to the



149 Mason Street San Francisco, CA 94102

property or if it requires management to fundamentally alter or change a basic component of the housing program.

We may ask you to submit a Reasonable Accommodation Request Form. Please notify us if you would like to submit your request by some other method. We will respond to your request after receiving verification of your need for the requested accommodations.

If you should like to make a reasonable accommodation request, please inquire about our complete written Reasonable Accommodations Procedure and Policy.

X. DENIALS

An applicant may be denied at any time if they have not met one or more of the Resident Criteria. If your application is denied you will be notified in writing, stating the reason for denial.

XI. GRIEVANCE PROCEDURES

Applicants have **[14]** days after the date of denial letter to notify management in writing if they feel that their application was unfairly denied. If a denial letter is sent to an applicant, and no response or new evidence is received within fourteen **[14]** days, the file will be closed permanently. Management will reconsider any new facts or information that the applicant feels would have an effect on their application. Management will notify the applicant of their final decision within **[14]** days of receiving the applicant's written notice of appeal.

Appealed applications will be held during the appeals procedure, but for no more than 30 days.

A complete Grievance Procedure and Policy is available for anyone who wishes to file a grievance and/or requires detailed information about this subject.

XII. PET POLICY

There are no pets allowed at 149 Mason Street Apartments, with the exception of service/companion animals. Refer to section IX.

XIV. FAIR HOUSING AND NON-DISCRIMINATION POLICY

149 Mason Street Apartments complies with all Federal, State and local fair housing and civil rights laws, as well as with all equal opportunity requirements.



149 Mason Street San Francisco, CA 94102

149 Mason Street Apartments does not discriminate against prospective residents on the basis of race, color, religion, sex, national origin or ancestry, familial status, handicap or disability, marital status, sexual orientation, age, source or income, or any arbitrary basis.

149 Mason Street Apartments also does not discriminate against prospective residents on the basis of their receipt of, or eligibility for, housing assistance under any Federal, State or local housing assistance program or on the basis that prospective residents have minor children. A holder of a certificate of family participation under 24 CFR Part 887 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or a holder of a comparable document evidencing participation in a HOME residentbased assistance program shall not be refused for leasing because of the status of the prospective resident as a holder of such certificate, voucher or comparable HOME resident-based assistance document.

| Applicant Signature | Date |
|----------------------------|------|
| Applicant Signature | Date |
| Applicant Signature | Date |
| Management Agent Signature | Date |

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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.

GLIDE ECONOMIC DEVELOPMENT CORPORATION, a California limited partnership:,

| BY: | |
|--------|--|
| NAME: | |
| TITLE: | |
| DATE: | |

July 1, 2019

EXHIBIT G – ANNUAL MONITORING REPORT

Mayor's Office of Housing and Community Development

City and County of San Francisco



London N. Breed Mayor

> Kate Hartley Director

October 1, 2018

Notice of Availability of 2018 Annual Monitoring Report Form (plus reminders of Marketing Procedure and Serious Incident Protocol)

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2018 (RY2018). 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 October 31, 2018 from 9-11:45 a.m. See below for more information.

Deadline: For projects whose business year ended June 30, 2018, the report will be due on November 30, 2018 for the period 7/1/17-6/30/18. For any projects whose 2018 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 RY2018 and any outstanding reports from prior reporting years will be accepted only in the RY2018 format.

Completion and Submission Instructions

The Annual Monitoring Report consists of the following four parts:

I. AMR_RY2018 – project name.xlsx

This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

| Instructions (revised) | 3C. Demographic Summary | |
|---------------------------|-------------------------|--|
| 1A. Property & Residents | 4. Narrative | |
| (revised) | | |
| 1B. Transitional Programs | 5. Project Financing | |

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

| 1C. Eviction Data | 6. Services Funding |
|---------------------------|------------------------------------|
| 2. Fiscal Activity | 7. Supplementary Audit Information |
| | Required by MOHCD |
| 3A. Occupancy & Rent Info | Completeness Tracker |
| (revised) | |
| 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_RY2018.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

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

III. Audited Financial Statements

Provide financial statements for the project for Reporting Year 2018. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "Audit Requirements for MOHCD-Funded Projects" a copy of which is Notice of Availability of 2018 AMR and Reminder of Deadline October 1, 2018 Page 3

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:

- 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. Waiting List

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

- name of head-of-household
- contact information
- date of application,
- number of people in the household,
- stated household income 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 *one email message per project* to <u>moh.amr@sfgov.org</u>. 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 – October 31, 9-11:45 a.m.

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on from 9 to 11:45 a.m. on Thursday, 10/31, in our office at 1 South Van Ness Avenue, 5th Floor, Room 5080. We strongly encourage the primary staff person who is responsible for completion of the report to attend and to bring a Wi-Fi enabled lap top computer. Space is limited. Please RSVP to Ricky Lam at <u>ricky.lam@sfgov.org</u> or 415-701-5542.

Marketing Procedure for Available Units and Waiting List Openings

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

Serious Incident Protocol

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

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

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

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

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

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2018 – project name.xlsx, audited financial statements, and current waiting list to <u>moh.amr@sfgov.org</u>.

Project Name: _____

Project Street Address: _____

Reporting Period -- Start Date: _____ End Date: _____

Owner Compliance Certification

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

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

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

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

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

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

| | True | False | |
|----|------|-------|--|
| | | | project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative. |
| 22 | | | The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies. |
| 23 | | | The Waiting List that has been submitted with the 2018 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of- household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size. |

Property and Liability Insurance

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

| Property Insurance |) | | | |
|---------------------|--------------------------|--|--|--|
| | Property Street Address: | | | |
| | Policy Number: | | | |
| | Policy Effective Date: | | | |
| | Policy Expiration Date: | | | |
| Liability Insurance | Liability Insurance | | | |
| | Property Street Address: | | | |
| | Policy Number: | | | |
| | Policy Effective Date: | | | |
| | Policy Expiration Date: | | | |

Tax Certification

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

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

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

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

Signature: _____ Date: _____

Name: ______ Title: _____

Page 3 of 3

Annual Monitoring Report - Instructions - Reporting Year 2018 - Mayor's Office of Housing & Community Development

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

Updated 12/21/2018

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 Administrative Code Sections 20.500-20.508. Please follow the instructions provided on the worksheet.

2. Fiscal Activity

Income and Expenses

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

INSTRUCTIONS:

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

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

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

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

Income

Rental Income

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

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

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

Vacancy Loss

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

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

Other Income

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

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

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

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

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

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

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

Expenses

Management

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

Salaries/Benefits

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

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

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

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

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

Administration

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

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

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

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

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

<u>6452 Gas</u>

6453 Sewer

Taxes and Licenses

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

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

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

Insurance

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

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

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

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

Maintenance and Repairs

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

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

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

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

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

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

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

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

Supportive Services

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

Reserve Account Activity

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

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

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

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

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

3A. Occupancy & Rent Info

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

| COLUMN | DESCRIPTION |
|--------|--|
| C. | Row Number. Do not enter data in this column. |
| D. | Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property. |
| E. | Unit Type. Use the drop down menu to select the unit type (also shown below): |
| | Bed = (measurement for Group homes or transitional housing) |
| • | "SRO" = Single Room Occupancy unit |
| | "Studio" = Studio unit |
| | "1BR" = 1 Bedroom unit |
| | "2BR" = 2 Bedroom unit |
| | "3BR" = 3 Bedroom unit |
| | "4BR" = 4 Bedroom unit |
| | "5+BR" = 5 or more Bedroom unit |
| F. | Is the Unit Fully-Accessible or Adaptable? Use the drop down menu to indicate which |
| | "Accessible - Mobility" = The unit is fully-accessible for persons with mobility impairment. |
| | "Accessible - Communication" = The unit is fully-accessible for persons with visual and hearing impairment. |
| | "Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment. |
| | "Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed. |
| | "Not Accessible or Adaptable" = Not Accessible or Adaptable. |
| G. | Date of Initial Occupancy. Enter the date when the tenant occupied their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit. |
| H. | Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their <i>first unit in the project</i> . For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit. |
| I. | Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit. |
| J. | Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units. |
| К. | Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications. |
| L. | Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period. |
| M. | Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A. |
| N. | Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A. |
| Ο. | 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.

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

Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.

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

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

"Section 8 - Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.

"Section 8 - Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.

"PRAC - 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

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

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

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

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

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

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

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

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

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

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

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

S. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.

- T. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- U. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- V. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.

Household Rent Burden. THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.

X. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.

Ρ.

Q.

R.

W.

Y. Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.

Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

3B. Demographic

Z.

The two ethnic categories are defined below:

• Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

• Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

The 10 racial categories are defined below:

• American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

• Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

• Black or African American. A person having origins in any of the black racial groups of Africa.

• Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

· White, A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

American Indian or Alaska Native and Black or African American. A person having these multiple race heritages
 as defined above.

• American Indian or Alaska Native and White. A person having these multiple race heritages as defined above.

• Asian and White. A person having these multiple race heritages as defined above.

· Black or African American and White. A person having these multiple race heritages as defined above.

• Other/Multi-Racial. For reporting individual responses for a person that is not included in any of the categories listed above.

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

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

- Female
- Male

· Genderqueer/Gender Non-binary

Trans Female

Trans Male

Not listed

- · Declined/Not Stated
- Question Not Asked

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. 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 tenant with a listed disability.

3C. Summary of Reported Household Demographics

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

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

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

6. Services Funding

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

7. Supplementary Audit Information - Required by MOHCD

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

Completeness Tracker

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

Links to Relevant Policies

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

MOHCD Forms Page at SEMOHCD.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

| | | ng Report - Property & Residents - Reporting Year 2018 - 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 | an a she and the bar a said Bergeland and a she she and the second second second second second second second s |
| 5 | | Sponsor Executive Director Name |
| 6 | · · · · · · · · · · · · · · · · · · · | Phone Number |
| 7 | | E-mail |
| 8 | | Property Management Company |
| 9 | | Property Manager Name |
| 10 | | Phone Number |
| 11 | | E-mail |
| 12 | | Property Supervisor Name |
| 13 | | Phone Number |
| 14 | | E-mail |
| 15 | | Property Owner Name |
| 16 | | Property Owner Contact Person |
| . 17 | | Phone Number |
| . 18 | | E-mail |
| 19 | | Asset Manager Name |
| 20 | | Phone Number |
| 21 | | E-mail |
| 22 | - | AMR Preparer's Name |
| 23 | | Phone Number |
| 24 | | E-mail |

| | PROPERTY/MARKETING INFO | | | | |
|----|--|---|--|--|--|
| 25 | | Treatment F or "no" from skip questi | Program, Shelter of the drop-down mons 26 through | or Transitional nenu to the left. 39 <i>below, and</i> | nal Housing, Residential Group Home? (select "yes") If you answer "yes", f continue with question "1B.TransitionalProg." |
| | What is the Unit Mix for the Property? Please in | nclude any man | ager's units in this ta | ally. | · · · · · · · · · · · · · · · · · · · |
| | Unit Types | Number Of Units | Occupancy Standard: Minimum HH Size for this Unit Type* | Occupancy Standard: Maximum HH Size for this Unit Type* | *Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide. |
| 26 | Single Room Occupancy (SRO) Units | | 1 | | |
| 27 | Studio Units | · · · · | 1 | | |
| 28 | One-Bedroom (1BR) Units | | 1 | | |
| 29 | Two-Bedroom (2BR) Units | | | | |
| 30 | Three-Bedroom (3BR) Units | | | | |
| 31 | Four-Bedroom (4BR) Units | | | | |
| 32 | Five- or More (5+BR) Bedroom Units | | | | |
| 33 | TOTAL # Units> | • 0 | | | |
| 34 | | during the re report here i | How many vaca eporting period? (s not less than th l on worksheet 3. | Be sure that the number of value | e number you |
| 35 | 0 | reporting ye calculated fr You must c transitional l | How many eviction ar? (This data in rom the data that omplete workshe nousing, a residen transitional group | this field is aut is entered on v et 1C, unless t ntial treatment | omatically vorksheet 1C. he project is |
| 36 | # 4 | vacant unit i household n this period e | t Rent-Up Time - rent-up time. This noves out to whe exceeds 30 days, ative worksheet. (orksheet.) | is the period f n the unit is ren you must answ | rom the time a nted again. If ver Question # 4 |
| | | waiting list? | t - How many ap (Please also sul ibmission instruct | brnit a copy of | 2 |
| | 1 | | | | |

| interstand to random on on one of the | 39 | | # 5 | 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 Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.) |
| 43 | | How many Health, Building or Housing Code Violations were open from <i>prior</i> years? |
| 44 | | How many Health, Building or Housing Code Violations were cleared in the reporting year? |
| 45 | #3 | Are there urgent 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 Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.) |

| | available to the residents free of charge | EQUIRED FOR questions 51-61. Indicate below any services that were , on site or at another designated location within 1/4 mile of the project. You about each of the marked services below on Worksheet "6.Services" |
|----|---|---|
| 47 | | ຼີ ອີ່ຮັ້ After School Program/s (y/n) |
| 48 | | P_{g} Licensed Day Care Service (participant fees are allowable for $\partial^2 S$ day care ONLY) (y/n) |
| 49 | | ຼິອິັຊັ Youth Program/s (y/n) |
| 50 | | ຼຼິ Educational Classes (e.g. basic skills, computer training, ອິ≧ ESL) (y/n) |
| 51 | | $\overset{\circ}{\overset{\circ}{\overset{\circ}{\overset{\circ}{\overset{\circ}{\overset{\circ}{\overset{\circ}{\overset{\circ}$ |
| 52 | | ີ່ ອີ່ ≧ Employment Services (y/n) |
| 53 | | $\frac{2}{3}$ Case Management, Information and Referrals (y/n) |
| 54 | · · | ຼຼຸ 🥵 Benefits Assistance and Advocacy; Money Management; ວິ 🎽 Financial Literacy and Counseling (y/n) |
| 55 | | ${}_{\mathscr{B}} {}_{\mathscr{B}} $ Support Groups, Social Events, Organized Tenant Activities ${}_{\mathscr{B}}^{\mathbb{Z}} (y/n)$ |
| 56 | | $\frac{2}{3} \overset{\text{o}}{\underset{\mathcal{S}}{\overset{\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}{\overset{\mathcal{S}}{\atop\underset{\mathcal{S}}{\overset{\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}}{\overset{\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}}{\overset{\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}{\overset{\mathcal{S}}{\overset{\mathcal{S}}{{\atop\mathcal{S}}{\atop\mathcal{S}}{\overset{\mathcal{S}}{\atop\mathcal{S}}{\overset{\mathcal{S}}{{\atop\mathcal{S}}{{\atop\mathcal{S}}}}}}}}}}}}}}}}}}}}$ |
| 57 | | َ الْعَامَ اللَّهِ عَلَى ال قَالَ اللَّهُ عَلَى اللَّهُ ع |

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 P | opulation | Actual Popu | Ilation |
|----|----------|---------------------------------------|-------------|---------------------------------------|
| 58 | 0 | Families | 0 | Families |
| 59 | 0 | Persons with HIV/AIDS | · 0 | Persons with HIV/AIDS |
| 60 | 0 | Housing for Homeless | 0 | Housing for Homeless |
| 61 | 0 | Mentally or Physically Disabled | 0 | Mentally or Physically Disabled |
| 62 | 0 | Senior Housing | 0 | Senior Housing |
| 63 | 0 | Substance Abuse | 0 | Substance Abuse |
| 64 | 0 | Domestic Violence Survivor | 0 | Domestic Violence Survivor |
| 65 | 0 | Veterans | 0 | Veterans |
| 66 | 0 | Formerly Incarcerated | 0 | Formerly Incarcerated |
| 67 | 0 | Transition- Aged Youth ("TAY") | 0 | Transition- Aged Youth ("TAY") |

Remember, SAVE YOUR WORK!

| | | | | | | A COMPANY OF THE | ografikació dire | and the second | in and the second second | | alla selo anto a | | CONTRACTOR OF | , | |
|--|--|--|---|---|---|--------------------------------------|--|--|----------------------------------|-------------------------------------|-----------------------------|------------------------------|---|---|--|
| | Annual Mo | nitoring R | eport - Tra | nsitional Pro | ograms - | Reporting Ye | ar 2018 - | Mayor's Offic | ce of Hous | sing & Con | nmunity (| evelopm | ent | | |
| | t Address: ct Capacity | v: What is | the target c | apacity of this | s project? | (All blanks in | this sectio | n must be fille | ed with a n | umber of "0 | " or great | er in order | for the | | |
| | heet to be o | | C1. Nurr | C2. Num | D. Num | | | | | en enskrifte Event de sta | | | | | |
| | Singles Not | Families | Adults in | Children in | of Beds | | | | | | | | | | |
| | in Families | | Families | Families | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 1 | · · | | | | | | | | | | | | | | |
| 2 | 1 | 0 | | | Total Ho | useholds (Sing | les and Far | nilies) That Ca | n Be Serveo | 4 | | | | | |
| | | l During O | perating Ye | ear (All blank | s in this : | section must b | e filled wit | h a number o | f "0" or gre | ater in orde | r for the w | orksheet | to be | | |
| omp | A. Num | B. Num | C1. Num | C2. Num | 1 | | | | - | | <u> </u> | | | | |
| | Singles Not in Families | Families | Adults in Families | Children in Families | | | | | | | | | | | |
| 3 | | | . dtrande | | Num on t | he first day of op | erating yea | r | | | | | | | |
| 4 | ļ | <u> </u> | | | | ring the program | | | | | | | | | |
| 5 | | 0 | 1 | | | useholds (Singl | | | | | | | | | |
| 7 | 0 | 0 | 0 | 0 | | e program on th | | | /ear | | | | | | |
| 8 | (| 0 | | | | useholds in pro | | | ne operating | g year | | | ······································ | | |
| 9 | | | <capacity< td=""><td>Utilization Ra</td><td>te (by Hou</td><td>sehold as of la</td><td>st Day of O</td><td>perating Year)</td><td></td><td>I</td><td></td><td></td><td></td><td></td><td></td></capacity<> | Utilization Ra | te (by Hou | sehold as of la | st Day of O | perating Year) | | I | | | | | |
| fthe | Capacity Utili | ization Rate | is <u>LESS</u> tha | n 76% you mu | st respon | i to the followin | ıg: | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| 10 | | | | | 1. Explain | n the reason(s) w | hy the capa | city utilization ra | ate is as low | as it is; and | | | | | |
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| | | | | | | | | | | | | | | | |
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| | 1 | | | | | | | | | | | | | | |
| 11 | | | | | 2. Descri | e plan/s to raise | the capacit | y utilization rate | e to at least 7 | 75%, with spe | cific timelin | e, | | | |
| 11 | | | | | 2. Descril | be plan/s to raise | the capacit | y utilization rate | e to at least 7 | 75%, with spe | cific timelin | e. | | | |
| 11 | | | | | 2. Descril | be plan/s to raise | the capacit | y utilization rate | e to at least 7 | 75%, with spe | cific timelin | e. | | | |
| 11 | | | | -M _{antine} ts | 2. Descril | e plan/s to raise | the capacit | y utilization rate | e to at least 7 | 75%, with spe | cific timelin | e, | | | |
| | | | | LEFT the prog | ram during | the operating ye | ear, how ma | ny were in the p | project for the | e following le | ngths of tim | e? (Total in | | | |
| _engtl | i or stay: | should mate | h total of cell | LEFT the prog | ram during | | ear, how ma | ny were in the p | project for the | e following le | ngths of tim | e? (Total in | | | |
| -engti | i or stay: | should mate Less than 1 | h total of cell | LEFT the prog | ram during | the operating ye | ear, how ma | ny were in the p | project for the | e following le | ngths of tim | e? (Total in | | | |
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| engtl 12 13 14 15 16 17 | | should matc Less than 1 1 to 2 month 3 - 6 months 7 months -1 13 months - 25 months - | h total of cell month s 2 months 24 months 3 years | LEFT the prog s H14 + I14. All | ram during | the operating ye | ear, how ma | ny were in the p | project for the | e following le | ngths of tim | e? (Total in | | | |
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| engtl 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 - 6 months 7 months - 1 13 months - 25 months - 25 months - 25 months - 25 months - 7 or the 0 ho should matel Rental - Hou Public Housi Section 8 VG Subsidized F Homeowner Moved in with <i>Permanen</i> Transitional Moved in with <i>Transition</i> | h total of cell: month s 2 months 24 months 3 years 7 s that left years 17 stat left total of cells useholds repu- total of cells se or Apartm ng ucher Rental - house ship h family or fr <i>t Housing St</i> Housing for h h family or fr <i>al Housing S</i> ospital | LEFT the prog http://www.second.com/ he program orted to have Li H14 + 114, All ent (no subsidy e or apartment iends <i>ubtotal</i> omeless person iends <i>TEMPOR</i> isubtotal | ram during blanks in EFT the pr blanks in 1) | the operating yr his section must | ear, how ma be filled with operating y be filled with BEBUNNENL BE | ny were in the p h a number of " rear, how many | project for th O" or greater | e following lea r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| Lengtl 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 30 | 0 | should mate Less than 1 1 to 2 month 3 - 6 months 7 months - 1 25 months - 25 months - TOTAL # HI For the 0 ho should matel Rental - Hou Public Housi Section 8 Vc Subsidized F Homeowner Moved in with Transitional Moved in with Transitional Psychiatric f Inpatient alc | h total of cell: month s 2 months 24 months 3 years 7 s that left years 17 stat left total of cells useholds repu- total of cells se or Apartm ng ucher Rental - house ship h family or fr <i>t Housing St</i> Housing for h h family or fr <i>al Housing S</i> ospital | LEFT the prog s H14 + I14. All he program orted to have Li s H14 + I14. All ent (no subsidy e or apartment iends <i>ibtotal</i> omeless person ends <i>TEMPOR</i> | ram during blanks in EFT the pr blanks in 1) | the operating yr his section must | ear, how ma be filled with operating y be filled with BEBUNNENL BE | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| eengtl 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 30 31 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 o 6 months 7 months -1: 13 months - 25 months - 25 months - 25 months - 25 months - 7 TOTAL # HI For the 0 ho should mate Rental - Hou Public Housi Section 8 VC Subsidized f Homeowner Moved in with Permanen Transitional Moved in with Transitional Psychiatric r Inpatient ale Jail/Prison | h total of cell: month s 2 months 24 months 24 months 3 years 75 that left t useholds repu- n total of cells se or Apartm ng uscher Rental - housing sitip h family or fr <i>t Housing Sc</i> Housing for h h family or fr <i>al Housing S</i> ospital oboi or other | LEFT the prog http://www.second.com/ he program orted to have Li H14 + 114, All ent (no subsidy e or apartment iends <i>ubtotal</i> omeless person iends <i>TEMPOR</i> isubtotal | ram during blanks in EFT the pr blanks in 1) | the operating yr his section must | ear, how ma be filled with operating y be filled with BEBUNNENL BE | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| engtil 12 13 14 15 16 17 18 20 21 22 23 24 25 24 25 24 25 24 25 24 25 26 27 28 29 30 31 32 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 o 6 months 7 months -1 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 7 TOTAL #H For the 0 ho should mate Rental - Hou Public Housi Section 8 VC Subsidized F Homeowner Moved in with Dermanen Transitional Moved in with Transitional Psychiatric F Inpatient ale Jail/Prison Medical Faci | h total of cell: month s 2 months 24 months 3 years 75 shat left t useholds repu- n total of cell: se or Apartm 75 shat left t useholds repu- n total of cell: se or Apartm 75 shat left t Housing 50 Housing for h h family or fr 4 Housing S ospital abol or other lity | LEFT the prog http://www.second.com/ he program orted to have Li H14 + 114, All ent (no subsidy e or apartment iends <i>ubtotal</i> omeless person iends <i>TEMPOR</i> isubtotal | ram during blanks in EFT the pr blanks in 1) | the operating yr his section must | ear, how ma be filled with c operating y be filled with the filled with the filled with the filled with the filled with the filled with the filled with the filled with the filled with the fi | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| Lengtl 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 o 6 months 7 months -1 13 months - 25 months - 25 months - 25 months - 7 TOTAL #H For the 0 ho should mate Rental - Hou Public Housi Section 8 VC Subsidized F Homeowner Moved in wit Permanen Transitional Moved in wit Transitional Moved in wit Transitional Mostin in with Psychiatric F Inpatient ale Jail/Prison Medical Faci | h total of cell: month s 2 months 24 months 24 months 3 years 75 that left t useholds repu- n total of cell: se or Apartm 75 that left t useholds repu- n total of cell: se or Apartm 75 that left t useholds repu- that left 1 useholds repu- that left 1 thousing 5 that left 1 thousing 5 that left 1 thousing 5 that left 1 thousing 5 that left 1 thousing 5 thousing 5 | LEFT the prog http://www.second.com/ he program orted to have Li H14 + 114, All ent (no subsidy e or apartment iends <i>ubtotal</i> omeless person iends <i>TEMPOR</i> isubtotal | ram during blanks in EFT the pr blanks in 1) | the operating yr his section must | ear, how ma be filled with operating y be filled with BEBUNNENL BE | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| engtil 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 - 6 months 7 months -1 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 26 months - 26 months - 28 months - 28 months - 28 months - 28 months - 29 months - 20 | h total of cell: month s 2 months 24 months 3 years 75 shat left 1 75 s | LEFT the prog s H14 + I14. All he program orted to have Li s H14 + I14. All ent (no subsidy e or apartment iends <i>bitotal</i> omeless person ends <i>TEMPOR</i> iubtotal drug treatment | ram during blanks in EFT the pr blanks in to blanks in to | the operating yethis section must | ear, how ma be filled with operating) be filled with BERMAN HERM | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| engtil 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 24 25 26 27 28 29 30 31 32 33 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 - 6 months 7 months -1 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 26 months - 26 months - 28 months - 28 months - 28 months - 28 months - 29 months - 20 | h total of cell: month s 2 months 24 months 3 years 75 shat left 1 75 s | LEFT the prog http://www.second.com/ he program orted to have Li H14 + 114, All ent (no subsidy e or apartment iends <i>ubtotal</i> omeless person iends <i>TEMPOR</i> isubtotal | ram during blanks in EFT the pr blanks in to blanks in to | the operating yethis section must | ear, how ma be filled with operating) be filled with BERMAN HERM | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |
| Length 12 13 14 15 16 17 18 Destin 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 | 0 ation: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | should mate Less than 1 1 to 2 month 3 - 6 months 7 months - 1 13 months - 25 months - 25 months - 25 months - 25 months - 25 months - 25 months - 4 months - 25 months - 4 months - 8 months - 10 months - 8 months - 10 mont | h total of cell: month s 2 months 24 months 24 months 3 years 75 that left 1 seeholds repen total of cell: se or Apartm 75 that left 1 seeholds repen total of cell: se or Apartm 75 that left 1 secholds repen total of cell: se or Apartm 75 that left 1 secholds repent total of cell: se or Apartm 75 that left 1 total of cell: secholds repent total of cell: sechol | LEFT the prog s H14 + I14. All he program orted to have Li s H14 + I14. All ent (no subsidy e or apartment iends <i>bitotal</i> omeless person ends <i>TEMPOR</i> iubtotal drug treatment | ram during blanks in EFT the pr blanks in to blanks in to | the operating yethis section must | ear, how ma be filled with operating y be filled with BEBUNNENL BE | ny were in the p h a number of " rear, how many | project for th O" or greater | e following let r in order for t | ngths of tim the workshe | e? (Total in et to be cor | nplete.) | | |

| Contraction of the second s | |
|---|--|
| Project Addre | 52. |
| his section of the | AMR must be completed for all projects, except for transitional housing or residential treatment services. |
| umber of house | nolds who lived in the project during the reporting period: |
| 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. |
| | puseholds in the project who received Notices of Eviction during the reporting period for each of the following reasons: one reason 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 Failure to Sign Lease Renewal |
| 10 | Failute to Sign Lease Neriewal Good Samaritan Tenancy Ends |
| 11 | Habitual Late Payment of Rent |
| 12 | Ilegal Use of Unit |
| 13 | Lead Remediation Non-payment of Rent |
| 14 | Non-payment or kent |
| 16 | Cther |
| 17 | Owner Move In |
| 18 | Roommate Living in Same Unit |
| 19 20 | Substantial Rehabilitation Unapproved Subtenant |
| | Total number of households who received Notices of Eviction |
| | |
| | lawful detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons: |
| | one reason 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 |
| 24 | Condo Conversion |
| 25 | Demolition |
| 26 | Denial of Access to Unit |
| 27 28 | Development Agreement Ellis Act Withdrawal |
| 29 | Failure to Sign Lease Renewal |
| 30 | Good Samaritan Tenancy Ends |
| 31 | Habitual Late Payment of Rent |
| 32 33 | Illegal Use of Unit Lead Remediation |
| 34 | Lead reinidadon Non-payment of Rent |
| 35 | Nuisance |
| 36 | Other |
| 37 | Owner Move In |
| 38 | Roommate Living in Same Unit Substantial Rehabilitation |
| 40 | Unapproved Subtenant |
| 41 | Total number of unlawful detainer actions filed |
| | |
| | puseholds evicted from the project during the reporting period for the each of the following reasons: one reason applies to a household, report only the primary reason.) You MUST answer every guestion (i.e., enter zero if applicable). |
| 42 | Bre reason appression a nousemou, report only the primary reason, <i>i tha worst answer every question it.e., enter zero it appression).</i> |
| 43 | Capital Improvement |
| 44 | Condo Conversion |
| 45 | Demolition |
| 46 | Denial of Access to Unit Development Agreement |
| 48 | Development Agreement |
| 49 | Failure to Sign Lease Renewal |
| 50 | Good Samarian Tenancy Ends |
| 51 | Habitual Late Payment of Rent |
| 52 | Illegal Use of Unit Lead Remediation |
| 54 | Lead Reinelaudon Non-payment of Rent |
| 55 | Nulsance |
| 56 | Other |
| 57 | Owner Move In Desemble Living in Desemble Livit |
| 58 59 | Roommate Living in Same Unit Substantial Rehabilitation |
| 60 | Sussance relabilitation |
| | Total number of households evicted (total also used to answer question #35 on Worksheet 1A) |

| | | 0 | F | н | J |
|----------------|--|--|--|---------------------------|------------------------|
| 15 | Annual Monitoring Report - Fiscal Activity - Reporting Year 201 | 8 - Mayor's Offic | e of Housing & C | ommunity Develop | ment |
| 16 | INCOME & EXPENSES | i Stari Dete | 1/0/1200 | End Date: | 1/0/1908 |
| 18 | Number of University | o Account | | | |
| 20 | Description of Income Accounts | Number | Residential | Non-Residential | Total |
| 21 | | | | | |
| 22 | Rental Income Housing Units - Gross Potential Tenant Rents | 5120 | | Γ | Γ |
| | Housing Units - Uniss Potencial Ternant Rems Rental Assistance Payments (identify ALL sources in row below if applicable, including LOSP funding) | 5120 | · · · · · | | |
| 25 | . Source/s> | | | | |
| | Convercial Unit Rents | 5140 | | | |
| 27 | sub-total Gross Rental Income Vacancy Loss - enter amounts as naga Dire game bega | 1 | \$0.00 | \$0,00 | \$9.00 vacancy rate |
| | | | | Must click & exptain d | |
| 29 | Housing Units | 5220 | | Rate is a 15% | |
| 30 | Commercial | 5240 | | | 0.00% |
| 31 32 | sub-total Vacancies | ; | \$0.00 | \$0.00 | \$0.00 |
| 33 34 | NET RENTAL INCOME | : | \$0.00 | \$0.00 | \$0,00 |
| 35 36 | Other Income Garage and Parking Spaces | 5170 | | | |
| 37 | Miscellaneous Rent Income Suppartive Services Income - Do not enter supportive services incomé if it is tracked in a | 5190 | | | |
| 38 39 | separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation Supportive Services Income Source/s- identity program source(s) if applicable -> | 5300 | | <u>1.4082</u> | |
| 40 | Interest Income - Project Operations (From Operating Account Only) | 5400 | ////////////////////////////////////// | |] . |
| 41 42 | Laundry and Vending Tenant Charges | 5910 5920 | | | |
| 43 | Other Revenue | 5990 | | | |
| 44 | sub-total Other income Received | | \$0.00 | \$0,00 | \$0.00 |
| 46 | TOTAL INCOME RECEIVED | ! ! | \$0.00 | \$0.00 | \$0.00 |
| 47 48 49 | INCOME & EXPENSES | Account | | | |
| 50 51 | Description of Expense Accounts | Number | Residential | Non-Residential | Tatal |
| 52 | Management Fee "Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt | 6320 | | | |
| 54 | Fee Policy) | L | \$0.00 | \$0,00 | \$0,00 |
| | Salaries/Benefits Office Salanes | 6310 | | | |
| _ | Manager's Salary | 6330 | | | a en reaction de la |
| 58 59 | Employee Benefits: Health Insurance & Disability Insurance Employee Benefits: Retirement & Other Salary/Benefit Expenses | 6723 | •• • | | |
| 60 61 | Administrative Rent Free Unit sub-total Salary/Benefit Expense: | 6331 | \$0.00 | \$8.00 | \$0.00 |
| | Administration Advertising and Marketing | 6210 | - | | |
| 64 65 | Office Expenses Office Rent | 6311 6312 | ······ | | |
| 66 | Legal Expense - Property | 6340 6350 | | | <u>.</u> |
| 68 | Audit Expense Bookkeeping/Accounting Services | 6351 | | | |
| 70 | Bad Debts Manuschen Mananzählen Filmanischerkeiteten Bergenergen für Sticht | 6370 6390 | · | | |
| | sub-total Administrative Expense: | 6450 | \$0,00 | \$0.00 | 50.00 |
| 74 | Electronty Wofer | 6451 | · | | |
| | Gas Sewer | 6452 6453 | | | |
| 77 78 | sub-total Utilities Expanses | | \$0.00 | \$0.00 | \$0.00 |
| 79 80 | Real Estate Taxes Payrolf faxes | 6710 6711 | | | |
| 81 | Miscellaneous Taxes. Licenses, and Permits | 6719 | \$0.00 | | |
| 82 83 84 | sub-total Taxes and License Expense: Property and Licbitry Insurance | 6720 | 1 50.00 | \$0.00 | <u>\$0.01</u> |
| 85 | Fidelity Bond Insurance | 6721 | ······ | | |
| 87 | Werkers' Compensation Directors & Officers Labilities Insurance Cub tabl | 6722 6724 | \$0.00 | \$0.00 | |
| 88 89 | sub-total insurance Expense: Maintenance and Repairs | | | | |
| 90 | INPORTANT NOTE RE-TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPARES these from this section. If you do include those aspanses here, be sure to record the announce in | rows 103 (non-capital) | and 210,215 below (c | pital) | poenole, scclude |
| | Payroli Supples | 6510 6515 | | | |
| 93 | Contracts | 6520 | | | |
| 94 | Garbage and Trash Removal Security Payrol/Contract | 6525 6530 | | | |
| 96 | HVAC Repairs and Maintenance | 6546 | | | |
| 97 98 | Vehicle and Maintenance Equipment Operation and Repairs | 6570 6590 | | | |
| 99 | Supportive Services: do not enter supportive services expenses it tracked in separate budget and not eligible to be counted against project income for residual receipts | | \$0.00 | \$0.60 | \$0,01 |
| 100 101 | Couper and the engine to be counted against project income for residual receiped adjuiston. SUB-TOTAL OPERATING EXPENSES: | 6930 | \$0,00 | \$0.00 | \$9,00 |
| | Capital Maintenance Repairs/Improvoments eligible for payment by Replacement | | | | |
| | Reserve, if capital costs were entered in writounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Roserve, please enter details in Replacement Reserve-Eligible Expenditures below. Legnang from row 207. Amounts provided in F210.215 will be linked to coll F102 and netted out from operating expenses | | S0.00 | | |
| | Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance 3. Repairs action above and will be rembused by Replacement Reserve Amount will be refet out timo operating expresses. Enter as postere number | | | | |
| 104 | TOTAL OPERATING EXPENSES | and the second | \$0.00 | \$0.00 | \$0.00 |
| 105 | | Name of Losson Bond Monitoring | 1 | | |
| | Ground Lease Base Rent/Bond Fees/Reserves | Agency/ Reserve Account | | | |
| 107 | Ground Lease - Base Rent (provide Lessor name to the right) Bond Monitoring Fee | · · · | | | 50 00 50 00 |
| 109 | Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number | 1320 | ; ; | | 50 00 |
| 110 | Operating Reserve Deposits (Source is Operating Account.) Enter as positive number. | 1365 | | | S0 00 |
| | | | | | |

| | B | 0 | F | н | L |
|-----|--|-----------------------|-----------------|------------------|--------|
| 15 | Annual Monitoring Report - Fiscal Activity - Reporting Year 201 | 8 - Mayor's Office o | of Housing & Co | mmunity Developm | ent ` |
| | Operating Reserve Account Withdrawuis (For deposits to Operating Account.) Enter as positive number. | | | | 50 00 |
| | Other Required Reserve Account Deposits (Source is Operating Account, Enter as positive number: (dentify reserve account in next col) (1330) | | | | so oo |
| | Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number, identify account in next col \longrightarrow | | | | \$0 U0 |
| 114 | Sub-total Ground Lease Base Rent/Bond Fees/Reserves | | \$0.00 | \$0,00 | \$0,00 |
| 115 | | J | | | |
| 116 | TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees) | | 00.02 | \$0.00 | \$0.00 |
| 117 | | Acet Num | Residential | Non-Residential | Total |
| 118 | 1. TOTAL INCOME RECEIVED: | 16 Million and Strate | \$0.00 | \$0.00 | \$0.00 |
| 119 | 2. TOTAL OPERATING EXPENSES; | | \$0.00 | \$0.00 | \$0,00 |
| 120 | 3. NET OPERATING INCOME: | Lines Constraints and | \$0.00 | \$0,00 | \$0.00 |

| | 8 | DF | нј | 1 |
|---|--|--|---|---|
| | Annual Monitoring Report - Fiscal Activity - Reporting Year 2011 | 8 - Mayor's Office of Housing & Co | ommunity Development |] |
| | 12 | Name of Londer / | In the second stand in the state of the second state of the | 1 |
| | 122 4. Debt Service (Principal and Interest) | Pald Residential | Non-Residential Total | |
| | 123 Lender1 - Principal Paid (provide lender name to the right) | A CONTRACTOR OF A CONTRACTOR O | | |
| | 124 Interest Paid 125 Other Amount (describe to the right) | | | |
| | 125 Citiel Amalia (describe to the right) 126 Lender2 - Principal Paid (provide lender name to the right) | | | |
| | 127 Interest Pard | | | |
| | 128 Other Amount (describe to the right) 129 Lender3 - Principal Paid (provide lender name to the right) | | | |
| | 130 Interest Paid | | | |
| | 131 Other Amount (describe to the right) 132 Lender4 - Principal Paid (provide lender name to the right) | | | |
| | 132 Lenders - Principal Part (provide lender name to the right) 133 Interest Pard | No. Contraction | | |
| | 134 Other Amount (describe to the right) | | | |
| | 135 Total Debt Service Payments 136 | \$0,00 | \$0.00 50.00 | |
| | 137 Surplus Cash, Detail (ND) minus Debt Service and Reserve Activity) | \$0.00 | \$0.00 \$0.00 | 0 |
| | 110 | | | |
| | · If amount for Surplus Cash above is negative; | | | 1 |
| | - 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 r | st4 Natration Question #2 | |
| | 139 140 Surplus Cash, Total | | \$0.00 | |
| | Distribution of Surplus Cash/Residual Receipts - (Response Required.) In the spu distributions of Surplus Cash that accurately reflects the requirements under all MOHC | ace below, please provide a detailed na O proceeding as well as the renurrentia | rrative summary of allowable etc.of.other funders and any other | |
| | agreements that govern. Please include the calciustion methodology applicable annua | i increases, etc. For proposed distribution | on amounts entered in column J, rows | |
| | 143-165, select the distribution priority for each of the uses of cash firm/suprice cash in 141] agreements or other funder agreements, enter N/A in the box below, | redumine in distribution of surplus (| east is not allowed bliddl moneo | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | 142 | | | - |
| | USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULA PAYMENTS (IF APPLICABLE) | ATION OF RESIDUAL RECEIPTS | Distribution Priority Bank & Jurpha Cash (select below) b a \$50, | |
| | 5. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy | | | |
| | 142 minimum balance requirements) 6. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be | | | |
| | 145 required, see Asset Mgt. Fee Policy) | | | |
| | Ta. Partnership Management fee due from this reporting period, if any (tax credit 146 projects only, not allowed # project is beyond 15-year compliance period) | | | |
| | 76, Partnership Management fee accrued but unpaid from PRIOR reporting periods. If any (tax credit projects only: per City policy, not allowed if project is beyond 15-year | | | |
| | 147 compliance period) 8a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting | | | |
| | period, if any (tax credit projects only; per City policy; not allowed if project is beyond 15- 148 year compliance period) | | | |
| | 8b, Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (lax credit projects only, per City policy, not allowed if | | | |
| | 145 project is beyond 15-year compliance period} | | | |
| | 150 9. Deferred Developer fee, if any | | | |
| | Other payments: use question #T on the Narrative (worksheet #4) to provide details about any fees or other payments, including ground lease residual rent payments for a non- | ininani (1997) | | |
| | MOHCD/OCII ground lease. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOHCD at time of funding. | inclusion in the second s | | |
| | 151 that are also explicitly authorized by a Partnership Agreement or similar project document | | | |
| | 160 14.5) Dabt Smitha Sharlandari Brindari Data (anti tanta anti tanta " | · | | |
| | 152 11ai. Debt Pmt to other lender1: Principal Paid (note lender name to right) | | Summary and the second s | |
| - | 153 11ali. Debt Pmt to other lender1: interest Paid 154 11bi, Debt Pmt to other lender2: Principal Paid (note lender name to right) | | | |
| | 155 11bil, Debt Pmt to other lender2: Interest Paid | | | |
| | 155 Total Payments preceding Residual Receipts Calculation: | | \$0.00 | |
| | 157 | and a supplementation of the second strength | | |
| | 158 12. RESIDUAL RECEIPTS | | S0.00 | |
| | 159 | | Distribution Priority (select below) Is as 53. | |
| | | | | |
| | 160 12a MOHCD Residual Receipts Due for Loan Repayment | and the second second | | |
| | 151 12b MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment | | | |
| | | | | |
| | 162 12c Subtolal Residual Receipts Payments to MOHCD | | \$0.00 | |
| | 163 12d. Residual Receipts Debt Prit to other lender3 (note lender name to right) | | | |
| | The second secon | | | |
| | 154 12e Residual Receipts Debt Pmt to other lender4 (note lender name to right) | | | |
| | 155 127. Residual Receipts Debt Pmt to other lender5 (note lender name to right) | | | |
| | 166 Total Residual Recipts Payments: 167 | and the second | \$0.00 | |
| | DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MONCO AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPR | OPRIATE: IF THE CALCULATION CA | EW YOUR PROPOSED PAYMENT | |
| | 168 CONTACT Y | oU. | | |
| | 169 Remaining Balance 17D | | \$0,00 | |
| | | | | |
| | | | | |
| | Proposed Owner Distributions (provide description in column D and enter amount in 171 column J. If an amount is entered, a description is required) | | | |
| | A REAL PROPERTY OF A REAL PROPER | | | |
| | | | | |
| | Proposed Other Distributions/Uses (provide description in column D and enter amount in column J, If an amount is entered, a description is required, If you had a Calendar Year | | (| |
| | 172 LOSP surplus, please acknowledge that and note exact amount) 173 | | | |
| | Final Balance: should be ZERO except when Surplus Cash (cell F136) is negative | | en 10 | |

| F | 15 | B Annual Monitoring Report - Fiscal Activity - Reporting Year 2018 | D B - Mayor's Offic | e of Housing & C | H Community Develop | j J ment |
|--|--|--|--|--|--|--|
| F. F. F. | 175 | ESERVE ACCOUNT DETAILS | acolitica contra activ | | NATSON AND ADDRESS OF ADDRESS OF | |
| | 177 178 O | PERATING RESERVE (Do not leave blanks for any questions asking for a number enter a | tero instaad.) | Concernation | | |
| | 179 | Minimum Required Balance; | |] | | |
| | 181 | Beginning Balance: Actual Annual Deposit (don't edit - taken from page 1 account number 1365). | \$0.0 | 5 | | |
| | 182 | Interest Earned: Annual Withdrawal Amount (enter as negative number) | | 7 | | |
| | 183 | Ending Balance (don't edit cell - calculated) | 50 0 | 0 | | |
| | 185 | Required Annual Deposit: | |] | | |
| - | T | Total Operating Expenses plus debt service (don't edit cell – calculated) If the calculated percentage shown to the right (Op Reserve Account Ending Balance | \$0.0 | 7 | | |
| | 1 | 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 exciteds MOHCD's requirement in the adjacent cell | 0 0005 | ; | | |
| L. L | | EPLACEMENT RESERVE (Do not leave Manka for any questions asking for a number, and | er zero instead.) | - | | |
| | 191 | Minimum Required Balance; Beginning Balance. | | | | |
| | 192 | Actual Annua) Deposit: | | | | |
| | | Interest Earned: Annual Withdrawal Amount (enter as negative number) | | - | | |
| | 194 195 | Ending Balance (don't edit cell calculated): | \$0.0 | 0 | | |
| | 196 | Required Annual Deposit (do not edit - taken from page 1 account number 1320) | \$0.0 | , | | |
| | | Describe how the amount of annual deposit and the minimum required balance is determined | | | | |
| | 197 | | | | | |
| | 198 199 C | HANGES TO REAL ESTATE ASSETS | el calaceria d | Palas | | Balance. |
| j. | 200{ai | nter Begrining and Ending Balances in each of the categories listed below. Changes in ass Id calculate ulding & Improvements | io, vategories wil | Balance, 1/00/1900 | Changes | 1/00/1900 |
| - | 201J | fisito improvements | | | \$0.00 | |
| i i i i i i i i i i i i i i i i i i i | 202 | te Improvements | | | S0 00 | |
| i i i i i i i i i i i i i i i i i i i | 203 | and Improvements | | | 50.00 | |
| | 204 | umiture, Paturos & Equipment | | | \$0.00 | |
| | 205 | ther | | | \$0.00 | |
| | 206 | | | | \$0.00 | |
| | 207 | | <u>da da sabud</u> | iananan <u>an an an</u> | Replacement Reserv | e-engione. |
| | 206 | apital Repairs and Improvements: Enter costal repairs and improvement costs accoust solve change, an entry a required in each comsponding catelogy in most 2110-215. The appendent reserve change the repointing source change account of Replacement replacements reserve during the repointing year, show the repair cost under "Replacement provements made | perating account is serve" if the operation count." Use the sec Capital Rep Replacement | used initially to fund t ng acount is used to f tion below to supply a airs and improvement | lory in rows 200-205 ab he repair, and is later re und the repair and was description of the capit nts Funded By: | ove that shows i imbursed by the not reimbursed t al repairs and |
| | 206 209 210 C | safe change is nearly is required in each consistential participation of 210-215 (196 end) participation reserved requires the property of the repair cost under Replacement Res replacement reserved during the reporting year, show the repair cost under "Dereating Ac provements made | perating account is serve" if the operation count." Use the sec | used initially to fund t ng account is used to f tion below to supply a | lory in rows 200-205 ab he repair, and is later re and the repair and was description of the capit | ove that shows in imbursed by the not reimbursed to al repairs and Total Amoun |
| | 208 209 210 C 211 B | safve change, an entry to requed in each consistential participation of 210-215 (196 en participation reserve from the propring year, show the replaced value of Replacement Res replacement reserve during the reporting year, show the replaced value of Replacement Res provements made | perating account is serve" if the operation count." Use the sec Capital Rep Replacement | used initially to fund t ng acount is used to f tion below to supply a airs and improvement | lory in rows 200-205 ab he repair, and is later re und the repair and was description of the capit nts Funded By: | ove that shows is imbursed by the not reimbursed is all repairs and Total Amoun S0 |
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| 218 City's 2015-2019 Consolidated Plan. 2016-2019 Action Plants is follows: AvGUNT DESCRIPTION Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). 204 Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). 204 Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). 204 Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). Amount's be used for CDBG signifie addity (Figureds amount in cells to fire right). 204 Amount's be deposited for use on future eligible CDBG additions in online fluctures to the right). Amount's be deposited for use on future eligible CDBG additions and regulation and regulation. 205 Cristation in column futures to the right. Amount's be deposited for use on future eligible CDBG additions and regulation. 215 Cristation in column future site for the right. Amount's be deposited for use on future eligible colls to the right. 226 Cristation in column future site for the right. Amount to be deposited for use on future eligible colls to the right. 226 Cristation in column futures to the right. Cristation in column futur | Proposed am | ounts to be used to fund eligible CDBG activities as described in the | | | iin an thair | - | |
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| 243 citation in column furthest to the right). Total COBD Preprime Income Calculation(see instructions for guidance on here to 244 calculate). 244 calculate). To assure the eligible use of COBD Program Income, the recipient of Federal COBD funding hereby requests approval by the Mayor's Office of Housing | 242 undertaken b 242 description ar | June 30, 2017 (provide amount in cell to the right, and activity id regulation citation in column furthest to the right); | | | | | |
| 244 (actuals) To assure the eligible use of CDBG Program income, the mc/plont of federal CDBG funding hereby requests approval by the Mayor's Office of Housing | | | | | | | |
| | 244 calculate) | | | | | | |
| 245 and Community Development for the use of CDBG program income received during the 2018 reporting period as depicted above. | | | | | | | |

| Annual Monitoring Report | - Occupancy & Rent Info - Reporting Year 2018 - Mayor's Office of Housing & Community Development | | | States Sec. |
|--------------------------|--|----------|----------|-------------|
| 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, F, Q and R only.
 For tenants who moved in during the reporting period, the data entered in columns G, H & I (at initial occupancy) should be the same as the data entered in columns J, K & L

(within reporting period), respectively.

For tenants who have transferred units within the project, report the initial occupancy data (occupancy date, income, household size) for the first unit that the tenant occupied in

Before using the "paste" function to enter data for the "building" and "ender the submitting forms with invalid data. Any forms with invalid data will be returned with instructions to fix and resubmit.

| | | moduod | | | | | | | | | | | | | | | | | | | | | |
|----------|---------|---|--|---|--|---|---|---|---|--|-----------------------------------|--|---|---------------------------------------|---|-------------------------------|---|--|-------------------|--|--|---|---------------------|
| c | D | E | F | g | н | ı | J | к | L. | | | | | Q | R | S | T | U | v | w | x | Ŷ | Z |
| Row Num | Unit No | Unit Type (Bed / SRO / Studio / 10R / 2BR / 3BR / 4BR / 5+BR) | is the Unit Fully Accessible or Adaptable? Use the drop-down menu below to indicate which | Date of (NITIAL OCCUPANCY (m/d/yyy) | Household Annual Income AT INITIAL OCCUPANCY | Household Size AT INITIAL OCCUPANCY (number) | Date Of Most Recent Income Recentification WITHIN REPORTING PERIOD (m/d/yyyy) | Household Annual Income as of Most Recent Recentification WITHIN REPORTING PERIOD | Household Size (number) as of Most Recent Recentification WITHIN REPORTING PERIOD | Min Occupancy for Unit Type (per data entered on worksheet 1A) | Unit Type (per data entered on | is the Household Overhoused or Overcrowded? | Overhoused / Overcrowdod – Narrahve (Explanation required for each trow where indicators displayed in Column H and Col O cel shows no harphighting. Describe any edenuating circumstances that justif where the the state of the state of the Overhoused dovercowded status; summanze efforts made to transfer HH to unit of appropriate size.) | HOPWA set- aside unit? (yes/no) | Rental Assistance Type (select 'none' 4 none) Une 48 aproxime interna intractor One, 71 | Amount of Renta Assistance | Amount of Maximum Gross Rent Allowed for Unit (enter \$0 ศ์ สุปล) | Amount Tenani Pard Rent for Unit | (Enter \$0 If all | HH Rent Burden (tenant paid rent plus utility allowance x 12 / hb income) typically between 30-50%; should never exceed 100% | Date Of Most Recent Rent Increase WITHIN | Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD | do not enter, Utida |
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| Project A | ddress: | | | | Data supp month of | blied on this worksheet must be from the rent roll of the last the reporting period that was entered on worksheet 1A. | | | 1/0/1900 | # Units: | |
| | | Select one Select one For legacy Latino/His Select one | Ethnicity catego Race category f race and ethnici panic. In these cate Gender and one | ry for the head of for the head of he ty data that repo- uses, the person's Sexual Oriental | of household. If unknown, manager's o ousehold. If unknown, manager's or va rts race and ethnicity as a single field, s ethnicity would be listed as Latino/Hi | cant unit, select "Not Reported". an additional category of "Not Reported" should be used to categorize spanic and his/her race would be listed as "Not Reported". ousehold. If unknown, manager's or vacant unit, select "Question Not. | | | | | |
| c | D | Е | F | G | H I | 1 | J | ĸ | | М | N |
| Row Num | Unit No. | Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR) | Household Size (number) as of Most Recent | | Ethnicity (select from drop down menu) | Race (select from drop down menu) | Gender (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) |
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Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2018 -Mayor's Office of Housing & Community Development

Project Address:

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

*Excludes 0 unit(s) reported as manager's or vacant unit(s)

Head of Household Race/Ethnicity

| | # Reported | |
|---|------------|------------|
| ŕ | 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 | |

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

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

Last Day of Reporting Period

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

1/0/1900

Units:

0

Target and Actual Population Served

| Tar | Target Population | | 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 2018 -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.

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4. Vacant Unit Rent-Up Time

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

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

5. Affirmative Marketing

Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including

- a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;
- b. any advertising, direct mailings, emailings and web postings that were done; and
- c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.

6. Vacancy Rate -----

If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:

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

7. Miscellaneous Expenses: Administrative/Operating & Maintenance

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

| Misc. Admin Expenses | | | | |
|----------------------------------|---------------------------------------|---------------|-------|--|
| Expense Description | | HUD Acct # | Notes | |
| | | | | |
| | | | | |
| Total: | 0.00 | | | |
| Diff. from Fiscal Activity WS: | | | | |
| Misc. Operating & Maintenance Ex | penses | | | |
| Expense Description | Amount | HUD Acct # | Notes | |
| | | | | |
| | | | · | |
| | · · · · · · · · · · · · · · · · · · · | | | |
| Total: | 0.00 | | | |
| Diff. from Fiscal Activity WS: | |] | | |
| | | г | | |

8. Negative Cash Flow

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

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

Annual Monitoring Report - Project Financing - Reporting Year 2018 - Mayor's Office of Housing & Community Development

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

Project Address: Current Project Financing

| Lien Order | Lender (and Loan Program if applicable) | Loan Amount | Interest Rate | Maturity Date | Repayment Terms | Monthly Debt Service Payment | Outstanding Principal Balance | Accrued Interest As Of End of Prior Reporting Period |
|------------|---|-------------|---------------|---------------|-----------------|---------------------------------|-------------------------------|--|
| 1 | | | | | | | | |
| 2 | | 1 | | | | | | |
| 3 | | | | | | | | , |
| 4 | | | | | | | | 1 |
| 5 | | 1 | | 1 | | | | 1 |
| 6 | | | | 1 | | ***** | | |
| 7 | | | | 1 | | | | 1 |
| 8 | | | | 1 | | | | |
| 9 | | | | | | | | 1 |
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Annual Monitoring Report - Services Funding - Reporting Year 2018 - Mayor's Office of Housing & Community Development

| Completion of this page is required based on your answers to questions 51 thru 61 on worksheet 1A. Prop&Residents. Supply one row of data for each service that is being provided. (If more than one service is being provided by the same Provider under the same grant, please repeat the data for each service provided.) | | | | | | |
|--|---------------------------------------|--|--------------------------------|--------------|---|----------------|
| Project Address; | | | | | - <u>58588</u> 57772 - T <mark>.</mark> | |
| 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 |
| | | | | | | |
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| | · · · · · · · · · · · · · · · · · · · | | | | | |
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Schedule of Operating Revenues

For the Year Ended January 0, 1900

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

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

| Management | Total |
|--|--------------|
| 6320 Management Fee | \$0 |
| "Above the Line" Asset Management Fee | \$0 |
| Total Management Expenses | s: \$0 |
| | |
| Salaries/Benefits | P0 |
| 6310 Office Salaries | \$0 \$0 |
| 6330 Manager's Salary | \$0 \$0 |
| 6723 Employee Benefits: Health Insurance & Disability Insurance Employee Benefits: Retirement & Other Salary/Benefit Expenses | \$0 |
| 6331 Administrative Rent Free Unit | \$0 |
| Total Salary/Benefit Expense | |
| Total Salary/Benefit Expense | s. <u>40</u> |
| Administration | |
| 6210 Advertising and Marketing | \$0 |
| 6311 Office Expenses | \$0 |
| 6312 Office Rent | \$0 |
| 6340 Legal Expense - Property | \$0 |
| 6350 Audit Expense | \$0 |
| 6351 Bookkeeping/Accounting Services | \$0 |
| 6370 Bad Debts | \$0 |
| 6390 Miscellaneous Administrative Expenses | \$0 |
| Total Administrative Expenses | s: \$0 |
| | |
| Utilities 6450 Electricity | \$0 |
| 6451 Water | \$0 \$0 |
| 6452 Gas | \$0 \$0 |
| 6453 Sewer | \$0 |
| Total Utilities Expenses | |
| | |
| Taxes and Licenses | |
| 6710 Real Estate Taxes | \$0 |
| 6711 Payroll taxes | \$0 |
| 6790 Miscellaneous Taxes, Licenses, and Permits | \$0 |
| Total Taxes and Licenses Expense | s:\$0 |
| Insurance | |
| 6720 Property and Liability Insurance | \$0 |
| 6721 Fidelity Bond Insurance | \$0 |
| 6722 Workers' Compensation | \$0 |
| 6724 Directors & Officers Liabilities Insurance | \$0 |
| | s: \$0 |

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

| | or the rear Endea December 51, 1966 | |
|---------------------------|--|-------|
| Maintenance and R | Repairs | Total |
| 6510 Payroll | • | \$0 |
| 6515 Supplies | · · · · · · · · · · · · · · · · · · · | \$0 |
| 6520 Contracts | | \$0 |
| 6525 Garbage and Trash | | \$0 |
| 6530 Security Payroll/Cor | | \$0 |
| 6546 HVAC Repairs and I | | \$0 |
| | nance Equipment Operation and Repairs | \$0 |
| 6590 Miscellaneous Oper | ating and Maintenance Expenses | \$0 |
| | Total Maintenance and Repairs Expenses: | \$0 |
| 6900 Supportive Services | | \$0 |
| Capital and Non-Ca | pital Expenditures to be | |
| Reimbursed from Re | | 0.2 |
| | epiacement reserve | \$0 |
| | Total Operating Expenses: | \$0 |
| Financial Expenses | e | |
| • | • w highlighted cells. Leave no cells blank. Enter "0" if applic | ahla |
| 6820 Interest on Mortgage | | abic. |
| 6825 Interest on Other Mo | | |
| 6830 Interest on Notes Pa | | |
| 6840 Interest on Notes Pa | | |
| 6850 Mortgage Insurance | , | - |
| 6890 Miscellaneous Finar | | |
| | Total Financial Expenses: | \$0 |
| | | |
| 6000 | Total Cost of Operations before Depreciation: | \$0 |
| 5060 | Operating Profit (Loss): | \$0 |
| Depreciation & Am | ortization Expenses | |
| | w highlighted cells. Leave no cells blank. Enter "0" if applic | ahle |
| 6600 Depreciation Expense | | |
| 6610 Amortization Expense | | |
| • | rofit (Loss) after Deprecieation & Amortization: | \$0 |
| 3 . | | |
| Net Entity Expense | 25 | |
| the right. | | |
| 7190 | | |
| 7190 | 4 | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| | Total Net Entity Expenses: | \$0 |
| 2250 Change in Total Na | t Accets from Operations (Not Lass) | ¢ |
| | et Assets from Operations (Net Loss) in cell E139 should match audited financial statement. | \$0 |
| Amount computed If | | · |

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

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

Distribution of Surplus Cash Ahead of Residual Receipts Payments

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

Total

| | | 1 |
|------|-------|---|
| | | |
| | | |
| | | |
| | ***** | 1 |
| | | |
| | | |
| | | 1 |
| | | |
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| | | 1 |
| | |] |
| | | |

Total Cash Available for Residual Receipts Distribution:

Distribution of Residual Receipts

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

Total

\$0

| · . | | |
|-----|--|-----|
| | Total Residual Receipts Distributions to Lenders: | \$C |
| | Proposed Owner Distribution | \$C |
| | Proposed Other Distribution/Uses | \$C |
| | Total Residual Receipts Distributions to Lenders and Owners: | \$0 |

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

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

Annual Monitoring Report - Completeness Tracker - Reporting Year 2018 -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 Certilication, 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.

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<u>EXHIBIT H</u>

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), I 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.

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

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

Reasonable Accommodation and Modification Policy

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

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

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

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

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

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

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

Notice of Denial and Appeal Process

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

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

July 1, 2019

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 record2 in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
 - o arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;3
 - 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.
 - o mitigating factors, including, but not limited to:

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

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

- (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.

FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

| City Elective Officer Inform | mation (Please print clearly.) | · |
|--|---|--|
| Name of City elective office: | r(s): | City elective office(s) held: |
| Members, Board of Superv | isors | Members, Board of Supervisors |
| Contractor Information (Pl | ease print clearly.) | |
| Name of contractor: | | |
| Mason Street Housing Asso | ciates, L.P. | |
| financial officer and chief op any subcontractor listed in th additional pages as necessar The borrower entity for the The General Partner is Mas Corporation, Inc. | erating officer; (3) any person who h e bid or contract; and (5) any politie y. 149 Mason Street project is a limits son Street Housing, LLC whose so | directors; (2) the contractor's chief executive officer, chief has an ownership of 20 percent or more in the contractor; (4) cal committee sponsored or controlled by the contractor. Use ited partnership, Mason Street Housing Associates, LP. le member/manager is Glide Economic Development |
| | response to Items (1) and (2). | |
| Board of Directors | Mel Carriere Dion Griffin Tom Bechard Sean Jeffries Brad Paul Andrew Woodard | |
| Executive Director | President, Mel Carriere | |
| Chief Financial Officer | Financial Manager, Dion Griffin | |
| Chief Operating Officer | Mel Carriere | |
| Contractor address: Glide Economic Developme Mason Street Housing Asso 333 Taylor Street San Francisco, CA 94102 | | |
| Date that contract was approv | | Amount of contracts: |
| (By the SF Board of Supervise | ors) | Not to exceed \$18,135,164 |
| Describe the nature of the con | tract that was approved: | |
| project located at 149 Mason | | g renewal for 56-unit permanent supportive housing |
| Comments: | • | |

This contract was approved by (check applicable):

□the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: <u>San Francisco Board of Supervisors</u>

Print Name of Board

□ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

| Print Name of Board | |
|---|---------------------------------------|
| Filer Information (Please print clearly.) | · · · · · · · · · · · · · · · · · · · |
| Name of filer: | Contact telephone number: |
| Angela Calvillo, Clerk of the Board | (415) 554-5184 |
| Address: | E-mail: |
| City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102 | Board.of.Supervisors@sfgov.org |

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Office of the Mayor san francisco



London N. Breed Mayor

| TO: FROM: RE: | Angela Calvillo, Clerk of the Board of Supervisors Sophia Kittler Grant Agreement - Mason Street Housing Associates, L.P Local | |
|---------------------|--|-------------|
| | Operating Subsidy Program Contract – 149 Mason Street Apartments, | ni Maria |
| | 149 Mason Street - Not to Exceed \$18,135,164 | (1) 70 |
| DATE: | Tuesday, June 11, 2019 | |

Resolution authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program Grant Agreement with Mason Street Housing Associates, L.P., a California limited partnership, to provide operating subsidies for formerly homeless adult households at 149 Mason Street Apartments, 149 Mason Street, for the 15-year and six months term of July 1, 2019, through December 31, 2034, in an amount not to exceed \$18,135,164.

Should you have any questions, please contact Sophia Kittler at 415-554-6153.