File	No.	<u> 190688</u>

Committee	Item No	. 9	
<b>Board Item</b>	No.	18	,

### COMMITTEE/BOARD OF SUPERVISORS

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OTHER			
	DRAFT Agreement		
		 	14, 2019 21, 2019

[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

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

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.

RECOMMENDED:

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

Mayor Breed **BOARD OF SUPERVISORS** 

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# CITY AND COUNTY OF SAN FRANCISCO BOARD OF SUPERVISORS

### **BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292 FAX (415) 252-0461

June 18, 2019

TO:

Government Audit and Oversight Committee

FROM:

**Budget and Legislative Analyst** 

SUBJECT:

June 20, 2019 Government Audit and Oversight Committee Meeting

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8 & 9	19-0687	Grant Agreement - 275-10th Street Associates, L.P Local Operating Subsidy Program Contract - Bishop Swing Community House, 275-10th Street - Not to Exceed \$5,579,553
	19-0688	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
10	19-0603	Grant Agreement Amendment - Wu Yee Children's Services - Early Head Start/Head Start Support Services - \$11,786,599 11
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Items 8 and 9	Department:
Files 19-0687 and 19-0688	Mayor's Office of Housing and Community Development
	(MOHCD)

### EXECUTIVE SUMMARY

### Legislative Objectives

The two proposed resolutions authorize MOHCD to execute two new 15.5-year Local Operating Subsidy Program (LOSP) grant agreements with nonprofits providing housing to formerly homeless adults for (1) Bishop Swing Community House located at 275 10<sup>th</sup> Street in an amount not to exceed \$5,579,553; and (2) 149 Mason Street Apartments in an amount not to exceed \$18,135,164.

### **Key Points**

- LOSP provides operating subsidies to supportive housing operators to bridge the gap between the cost of operating housing and the amounts that the tenants can afford to pay.
- The two LOSP agreements would subsidize 131 supportive housing units in the two developments.
- The requests for the LOSP subsidies were approved by the Citywide Affordable Housing Loan Committee on May 17, 2019.

### Fiscal Impact

- The total costs over the 15.5-year term for the two projects are estimated to be \$23,714,717, or an average cost of \$181,028 per unit for the agreement term.
- The funding source for the proposed agreements is General Fund monies appropriated annually in the Department of Homelessness and Supportive Housing (HSH) budget. The grant agreements are administered by MOHCD.

#### Recommendation

Approve the proposed resolutions.

### THEMETATES TRATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

### BACKGROUND

The Mayor's Office of Housing and Community Development (MOHCD), in collaboration with the Department of Homelessness and Supportive Housing (HSH)<sup>1</sup>, currently provides operating subsidies to non-profit owners and operators of 32 supportive housing facilities, through its Local Operating Subsidy Program (LOSP). The program was started in 2004 as a part of the Mayor's Ten Year Plan to Abolish Chronic Homelessness, which had a goal of providing 3,000 new supportive housing units within 10 years to low income persons who were formerly homeless. Supportive housing provides social and other related services as well as housing to formerly homeless persons in order to improve their social outcomes and in an attempt to reduce the City's associated health, mental health, social services, criminal justice, and other related costs.

Tenants in supportive housing have very low incomes (below 20 percent of area median income)<sup>2</sup>. Under the agreements between the City and housing operators, rent in supportive housing units is capped to a fixed percentage of a tenant's income (50 percent in Direct Access to Housing [DAH]<sup>3</sup> subsidized units, 30 percent in all other subsidized units). LOSP was created to bridge the gap between the cost of operating the housing and the amount the tenants can afford to pay, thereby providing long-term financial incentives to owners and operators to create and maintain permanent supportive housing units.

As shown in Table 1 below, between FY 2014-15 and FY 2018-19, the number of LOSP agreements has increased from 26 to 32, the number of subsidized units decreased from 1,454 to 1,161, and the total annual General Fund budget has decreased from \$12,231,928 to  $$9,193,660^4$ . In FY 2018-19, the average subsidy per unit per month is \$660, down from \$701 in FY 2014-15.

<sup>&</sup>lt;sup>1</sup> MOHCD previously collaborated with the Department of Public Health (DPH) and the Human Services Agency (HSA) prior to the creation of the Department of Homelessness and Supportive Housing (HSH), which combines key homeless serving programs and contracts from the two agencies.

<sup>&</sup>lt;sup>2</sup> 20 percent of area median income (AMI) for one person in 2019 is \$17,250.

Established by the San Francisco Department of Public Health — Housing and Urban Health Section (SFDPH-HUH) in 1998, the Direct Access to Housing (DAH) program is a permanent supportive housing program targeting low-income San Francisco residents who are homeless and have special needs.

<sup>&</sup>lt;sup>4</sup> According to Mr. Scott Madden, Asset Manager at MOHCD, the number of LOSP units decreased in FY 2018-19 due to the conversion from LOSP subsidies to Project Based Voucher subsidies for some units.

Table 1: Actual Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit — FY 2014-15 through FY 2018-19

Fiscal Year	Number of LOSP Agreements	Number of Subsidized Units	Total Annual Budget	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month
FY 2014-15	26	1,454	\$12,231,928	\$8,413	\$701
FY 2015-16	26 .	1,459	\$12,359,887	\$8,471	\$706
FY 2016-17	26	1,464	\$12,117,510	\$8,277	\$690
FY 2017-18	28	1,477	\$9,284,434	\$6,286	\$524
FY 2018-19	32	1,161	\$9,193,660	\$7,919	\$660

As shown in Table 2 below, MOHCD estimates that over the next five years, or by FY 2023-24, LOSP will provide subsidies to 46 housing projects covering 2,020 units of supportive housing at an overall General Fund cost of \$22,433,799 in FY 2023-24, or an average cost of \$925 per unit per month.

Table 2: Estimated Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2019-20 through FY 2023-24

Fiscal Year	Number of LOSP Agreements	Number of Subsidized Units	. Total Annual Budget	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month
FY 2019-20	35 .	1,314	\$9,625,974	\$7,326	\$610
FY 2020-21	40	1,813	\$12,599,217	\$6,949	\$579
FY 2021-22	44	1,947	\$18,087,808	\$9,290	\$774
FY 2022-23 <sub>.</sub>	44	1,947	\$19,777,441	\$10,157	\$846
FY 2023-24	46	2,020	\$22,433,799	\$11,106	\$925

### DETAILS OF PROPOSED LEGISLATION

The two proposed resolutions would authorize the Director of MOHCD to execute two new Local Operating Subsidy Program (LOSP) grant agreements with nonprofits providing housing to formerly homeless adults, as follows:

- File 19-0687: 275 10<sup>th</sup> Street Associates, LP for Bishop Swing Community House located at 275 10<sup>th</sup> Street for a term of 15 years and six months from July 1, 2019, through December 31, 2034, in an amount not to exceed \$5,579,553.
- <u>File 19-0688</u>: Mason Street Housing Associates, LP for 149 Mason Street Apartments for a term of 15 years and six months from July 1, 2019, through December 31, 2034, in an amount not to exceed \$18,135,164.

### Bishop Swing Community House (File 19-0687)

Bishop Swing Community House is an existing 135-unit permanent supportive housing development that opened in 2009 for extremely low-income, formerly homeless adults. The

existing LOSP grant agreement with Episcopal Community Services (ECS) started in July 2009 with a nine-year term and a budget of approximately \$7.5 million for supporting 117 units in the project. Of the remaining 18 units, 17 units are supported by Continuum of Care subsidies and one unit is an unrestricted manager's unit.

In 2017, ECS was awarded 42 project-based Section 8 subsidies from the San Francisco Housing Authority, which enabled MOCHD to decrease the number of LOSP-supported units to 75, discontinue disbursement of funds for the duration of the contract, reduce the contract amount by \$1.5 million, and extend the agreement by one year to July 2019. Due to the support from the Section 8 subsidies, the project did not need LOSP assistance in 2018 and will not need assistance in 2019. Although the first disbursement of funds would occur in January 2020, the proposed agreement would start on July 1, 2019 in order to avoid a break between LOSP agreements when the current agreement ends on July 12, 2019. According to Mr. Scott Madden, Asset Manager at MOHCD, there are regulatory provisions under the agreement that obligates the project owner to operate the project in specific ways and MOHCD is seeking to avoid a period of time during which the project is not under contract.

The total subsidy amount of \$5,579,553 was determined by taking the operating costs for 2019 and applying MOHCD's standard underwriting assumptions over a 15.5-year projection period.

### 149 Mason Street Apartments (File 19-0688)

149 Mason Street Apartments in an existing 56-unit permanent supportive housing development that opened in 2010 for formerly chronically homeless adults. The 56 units, including a 1-bedroom resident manager unit, are currently supported under an existing LOSP grant agreement with Glide Economic Development Corporation that was awarded a 364-day contract extension in June 2018 to extend the contract term through June 29, 2020, and authorize an additional \$500,000 for an amended contract amount of \$5,707,805. The proposed grant agreement will supersede the existing agreement.

Table 3 below shows the total number of units and the number of units to be subsidized under the proposed LOSP agreements.

Table 3: Summary of Proposed LOSP Agreements

Project	Address	LOSP Grantee	Total Number of Units	LOSP Funded Units
Bishop Swing Community House	275 10 <sup>th</sup> Street	Episcopal Community Services	135	75
149 Mason Street Apartments	, 149 Mason Street	Glide Economic  Development Corporation	. 56	56
		Total	191	131

### Approval of Local Operating Subsidy Program Providers

The requests from Episcopal Community Services and Glide Economic Development Corporation for the proposed LOSP subsidies were approved by the Citywide Affordable Housing Loan Committee<sup>5</sup> on May 17, 2019.

Funding for the proposed agreements are General Fund monies allocated annually in the HSH budget, which is subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with HSH.

### **HSCALIMPACT**

The LOSP subsidy amounts under the proposed agreements are the difference between the rent paid by individual tenants, which is capped at a fixed percentage of a tenant's income, and the estimated cost to operate the facilities. The projected subsidy funding schedules are specified in each agreement, and (i) are subject to revision annually by MOHCD based on the prior years' occupancy and operating budget, and (ii) are contingent on the annual General Fund appropriation to HSH, under work orders with MOHCD, by the Board of Supervisors.

As summarized in Table 4 below, the total costs over the 15.5-year term for the two projects are estimated to be \$23,714,717. The average cost of each unit's subsidy that would be provided over the 15.5-year term of each of the agreements is shown in Table 4.

Table 4: Projected Subsidy Expenditures under the Two Proposed Agreements

Project	Number of LOSP Units	Total LOSP Cost	Average Cost Per Unit for Agreement Term
Bishop Swing Community House (File 19-0687)	75 <u>.</u>	\$5,579,553	. \$74,394
149 Mason Street Apartments (File 19-0688)	56	18,135,164	323,842
TOTÁL	131	\$23,714,717	\$181,028

According to Ms. Holly Faust, Asset Manager at MOHCD, the higher LOSP subsidy for 149 Mason Street Apartments is due to higher per unit per annum operating costs for smaller buildings (30 to 60 units) and 100 percent LOSP projects. According to Ms. Faust, the FY 2018-19 operating costs for 149 Mason Street Apartments of \$15,656 per unit is comparable to the average operating costs of \$15,336 for five 100 percent LOSP projects with a similar number of units (Casa Quezada, Hotel Essex, Plaza Apartments, Zygmunt Arendt House, and Island Bay Homes).

As noted above, funding for the proposed agreements are General Fund monies appropriated annually in the Department of Homelessness and Supportive Housing (HSH) budget, which are subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with HSH, such that MOHCD would be party to each of the proposed LOSP agreements on behalf of the City.

<sup>&</sup>lt;sup>5</sup> The Citywide Affordable Housing Loan Committee is composed of the Directors and/or senior staff of MOHCD, the Office of Community Investment and Infrastructure, and the Department of Homelessness and Supportive Housing.

# RECOMMENDATION

Approve the proposed resolutions.

# 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

**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.

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- "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.
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"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 status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder and each has the power and authority to act as Grantee's general partner, and that addresses any other matters MOHCD reasonably requests.

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

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

"Project" means the 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 Article 5 below.

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

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

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

"Tenant Services Contractor" shall mean Glide Community Housing, a California non-profit public benefit corporation].

"Term" shall have the meaning given to in Section 3.

"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 <a href="Article 13">Article 13</a>.

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

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

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

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

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

- 2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:
- (a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.
- (b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee 6 | P a g e

for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.

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

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

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

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

#### ARTICLE 3 TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on **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

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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 Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Approved Shortfall for a Business Year exceeds the Subsidy Payment made to Grantee for such Business Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the 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

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

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

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

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

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

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

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- (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 copy of its certificate of limited liability company, and the organizational documents of its manager. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.
- 6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and 13 | Page

- (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.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- 6.6 Inspection and Audit. Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. 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 Article 6.
- 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 Section 15.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

# ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by:
(a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in

whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

### ARTICLE 10 INSURANCE

- 10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.
- 10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to <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.
- **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.

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- 13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 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 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 Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.
- **15.3** Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

### ARTICLE 16 COMPLIANCE

#### 16.1 Reserved.

#### 16.2 Nondiscrimination; Penalties.

- (a) Grantee Shall Not Discriminate. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) Subcontracts. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

## 16.8 Requiring Minimum Compensation for Employees.

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

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

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

## 16.10 First Source Hiring Program.

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

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

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

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

### e. Liquidated Damages. Contractor agrees:

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

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

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

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

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

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that

person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

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

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

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

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

meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

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

16.18 Slavery Era Disclosure.

- (a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."
- (b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.
  - (c) Grantee shall maintain records necessary for monitoring their compliance with this provision.
- 16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws

### ARTICLE 17 MISCELLANEOUS

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

Exhibit A, Projected Project Subsidy Payments
Exhibit B, Annual Operating Budget for Initial Operating Period and 20-Year Cash Flow

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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:	GRANTEE:
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation  By:	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.
By:  London Breed  Mayor  By:  Kate Hartley  Director, Mayor's Office of Housing and  Community Development	I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
APPROVED AS TO FORM:	MASON STREET HOUSING ASSOCIATES, L.P., a California limited partnership
DENNIS J. HERRERA City Attorney	By: MASON STREET HOUSING, LLC, a California limited liability company, its General Partner
By: Deputy City Attorney	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 SCI	HEDULE			
Project Address:	149 Mason SI	treet			
Project Start Date:	7/1/2019		¥		

# Exhibit A

CANIDI	L A		·		<u></u>	***************************************
Calenc	Full Year Funding alendar Year Amount		# Months to Fund	Total Disbursement for Calendar Year	Estimated Disbursement Date	FY Budgeted (for Disbursement)
CY-1	2019	\$836,577	6	\$418,289	8/1/2019	FY2019/20
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	FÝ2023/24
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	\$18 135 16 <i>4</i>		,

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

B-1

July 1, 2019

Total # Units: 56	5/2019 N/K !	105P UNIS	Montal DEP Unio		Project Name: Project Address:	149 Mason Street 149 Mason Street Glide Economic Development
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations); 29: MICOME		LOSP/man-LO 1007a LOSP	DSP Atecman Dr. Don-LOSP	Yetal	Project Sponsor.	Corporation (GEDG)  Correct errors noted at Cot K')  Comments.
Residental - Tenant Rents Residental - Tenant Rents Residental (Tenant Rents Payments (Non-LOSP))	512		0	789 458	Links I om Excting Proj Links I om Excting Proj	Rent Info' Worksheet
Contremal Space Residental Parking	517	D Definite Do	D 0	24.824 0	Antesped 2.5 % noresse Links from Utilities & Oth Links from Utilities & Oth	rer Income Workshoet
Supporter Services Intome? 17 (1997) 1997 1997 1997 1997 1997 1997 1997	540 541 591	0 300		200 200	Links from Utrines & Ort Links from Utrines & Ort	or income Worksheet
Tenani Charges  Miscelaneous Recidental income	- 193 ST 595	200 200 1,800	0 0	200 1,600	Links from Wilhes & Oil Links from Wilhes & On	ner Income Worksheet
Other Commercial Income (Vandpwal Iron Capitalized Reserve (dripositio aperating acco Gross Potenti	uni) (Section) Lincoine	1,128,346	0	1,153,169	Lunks ( am 'Commercial (	
Vacancy Loss - Residental - Tenant Rents Vacancy Loss - Residental - Tenant Assistance Payments Vacancy Loss - Commercial		. (14,423 	01		Vacaniy loss is 5% of Te ≠DIV/CI Links from "Commercial C	Do Budget Wardheet
OPERATING EXPENSES	INCOME	1,113,522	0	1,132,749	P	
Management  Management Feeyling (1997) (1997	Colored .	15,000	0	15,000	1st Year to be set accord	
	28.537P 631		L 01		Acca £310-010 (+OT)	
	900 fey   630 cF / 667 c   670 cs (927 c )		0	79,622	Acc #1723 \$ #6723-010	9
Administrative Reni Gree Unit (	denefits dBenefits	343,449	0	9,048 343,443	Rent Creda 5754 phront P	D Ace #6521 UPA: 6,133
Agreemang and Marketing Office Expenses Office Rent	52 53 63	11 35,760	0 0	350 35760	Acc #(350 Acc #(311, #6312, #631	4 \$6360, \$6362 \$6390 & \$6396 *
Logal Expense - Property		10 0 12 000 50 20 500	0	- 20,500	Acc #6340 Acc #6350	A Control of
Bookkecomg/Accounting Services	63	70 1.800		1,800 14,626	Att #(35) Att #(370 Att #(319, #6376, #63)	56, #6285, #6790 & #6392
Unities Exclusiv	1000 oct 64	50 / 88.251	L 01		Acc #6450	UPA: 1,433
Water Water (1971) and the second sec	64:	17 17 391 33 58 812	0 D	17391. 17371158,812	App p(451 plus SBK App p(452 App p(453 plus S12K	
Yazes and Litonaea .	al Unitries	, 205,853	,	206,153	, <u>'</u>	UPA: 3,695
Miscellaneous Tirres, Licenses and Perrits	67	34 811		34 811	Acc #(710	<u> </u>
Sub-total Taxer and Insurance Property and Usblity Insurance	Licenses 67	41,711		41,711	P [Am: #1720	UPA: 745
Fidely Bond Insurance Worker's Compensation and account of the property of the	67	21 70 22 15 3 E 2	0	7D 15.362	Acc #(721 Acc 6722	a producer and a prod
Creators & Oricers' Libbity Insurance Side-total Printing Price & Happir	heurance	72,27	1	72,757		UPA: 1,318
Paynti Supplies Contracts (27), 973-1731 (42) Yester (28), 971-1731 (28)	65 65 68 88 88 65	15 - 19 200	0	15.200	Acc #1510 & #6512 (+0 Acc #1515, #6532 #65 Acc #1516, #6519, #65	
Garbage and Trach Removal  Security Poyroh Control (1997), 777, 1897, 19	(65(-))+(5) 65 65	30 5 800	0	,5,800	Acc #1525 Acc #1530 1	Arrana Arrana
Vehicle and Mantenance Equipment Operation and Record Miscellaneous Operating and Mantenance Exprises (40)(77) Sub-total Malintanance & Repair	65 SUNGE 1 65 Expenses	70 0	0	943=55,20,000 251,000	L	PUPA: 4.482
Supportive Services and Automorphisms Services Commercial Expenses		00 ( 111107 e-1411)			Links from "Commercial	On Surfact Waterhead
TOTAL OPERATING EXPENSES		1,047,324	0	1,057,234		UPA: 18.050
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	299	100		,	Equina yet, Devolupment	Provide additional comments here, if
Bond Montanino Fee Replacement Reserve Deposition 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	327 (3764) 13 (1797 17 (27) 13 (47) 16 (47) 13	20 43,841 65 0	D	43.841	MOH: D approved a 2%	Increase physic starting in 2019 to sed in PNA
Other Required Reserved Depost 1 (2014) Non-monthly process Other Required Reserve 2 Deposts Required Reserve Deposts Converted Sub-rotal Reserves Ormand Lease Bate Rentil		675 1876 E	C C	0	Links from Commercial	Op Budget Worksheet
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Re- Fees)		1,111,176			PUPA: 19,842	Northish gas 2 bbs Team (Acros): 70
NET OPERATING INCOME (INCOME mans OP EXPENSE	5)	2,740			PUPA: 492	Supportable 1st Horigage Print 25,794 Supportable 1st Horigage Arm, \$192,644 Proposed List Mortgage Arm; \$192,644
DEBT SERVICEMUST PAY PAYMENTS (hard description Hard Debt effect Lender City Exploration Debt effect Lender City Exploration Debt effect Lender City Exploration Debt effect City Exploration Debt effet City Exploration Debt eff	45.75	27.57			I	Provide accidental comments here, g
Hard Debt (Second Lander (HCD Program 0.42% printsoled Hard Debt (Third Lander (Other HCD Program) of objected Hard Debt (Fourth Lander (Other HCD Program) of objected Hard Debt (Fourth Lander (Other HCD Program))	ender) Table		0 0	0	A	Provide additional comments here. # Provide additional comments here, # Provide additional comments here, #
Cormercial Hard Delt Service TOTAL HARD DEBT CASH FLOW (NO! mous DEBT SERVICE)	· l	27,571	, ,	27,579		Op Bushel Worksheel PUPA: 472
Commental Only Cosh Flow Allocation of Comments Supplied LOSS (field LOSS, fields AVAILABLE CASH PLOW	al micbine) (f.	24.82	•	24,824	1	
USES OF CASH FLOW BELOW (THE YOW AND SHOWS DISC USES THAT PRECEDE MORCO DEBT SERVICE IN WATE	RFALL			E'91.75.74.00	· ·	
"Betom the line" Asset Mid: Ice (uncommon in new projects, se Parmistrally Management Fee (see policy for limits) investor Service Fee (alon "LP Asset Mid: Fee") [see policy for	e policy) krists)		0		2.000 p. 1000	ture (1.30)
Other Payments Court of the 200 Part of the American Non-American Part - Lender Albert Lender in comment Non-American Lean Prof Lender 2 (select lender in comment	CM7 trions to acid (Chic		0 0			Provide additional comments here (
Deletied Developer Fee (Entright x=276): Fee troit cell 131  TOTAL PAYMENTS PRECEDIN	0.000				,	0%. Provide addressal comments have, if
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)				. 2		·
Residual Receipts Calculation  Does Project have a HOHCD Residual Receipt Obligation?  Will Project Date: Developer Fee?	G	w.h		Yes No	Project has MOHCD gr	ound lease? No
Max Deferred Developer FeelBorrower % of Resoluti Rec % of Residual Receipts available for distribution to soft deb	espas on Yr 1: {\} thenders on	189		33% 67%		
				٠		Distrib. of Son Debt
Soft Debt Lenders with Residual Receipts GbBgations MONCDVOCI - Soft Debt Loans MONCDVOCI - Ground Lease Value		300	Shaze	AN MEHEDADEA	esarvos serlico ses do Luano payable from tea de	** Yotal Principal Ami Launa
MCD [Soft dett kan) - Lender 3 Other Soft Debt Lender - Lender 4 Other Soft Debt Lender - Lender 5	==					2002 2002 2003 2003
MOHED RESIDUAL RECEIPTS DEBT SERVICE MOHED RESIDUAL RECEIPTS DEBT SERVICE		Telephonesis	7 0	1	Test de la	multipled by 100% – MOHCO's provide share
Proposed MOHCO Residual Receipts Amount to Loan Repor Proposed MOHCO Residual Receipts Amount to Residual Gr	ound Lease!				Entertovernoe amount	s multipled by 100% – NOVICU's pro rata share of residual receipts proposed for ban replyment estimatizace pts and two LESS and proposed for
REMAINING BALANCE AFTER MOHED RESIDUAL RECE DEBT SERVICE	EIPTS			•	,	
NON-MONCO RESIDUAL RECEIPTS DEST SERVICE HCD Residual Receipts Arrown Dur Lenter 4 Residual Receipts Due				] <u>-</u>		
Lender 5 Residual Recepts Due Total Non-MOHCD Residual Receipts Debt Service						
REMAINDER (Should be zero unless there are distributions below) Owner Ostobutonplacenthe Management Fee		(eganonsas	S. Philippin and the second			e of 23% of residual receipts
Other Distributions Albest Flori Balance (should be zern)			LINES OF THE		1	
i .				•		

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149 Mason Street	Los»	No.105P										
Total # Units;	Unes.	Vinta	•	Γ	Year 1			Year 2			Year 3	
	tas ass Inc	ρους Leunne ¾	Comments	ļ	2015			2020 non-			2021	
NCOME Residental - Tenant Rents	LOSP 1.0%	2.5% ·-	[related to annual (no assumptions)	LOSP Zen 465	non-LOSP	Total 200,469	LOSP 291,353	LOSP ·	Total 291,353	LOSP 294,208	LOSP	Total 394 266
Residental Tenah Assistance Payments (Non-LOSP) Residental *LOSP Tenant Assistance Payments	n/a n/a	n/a .	Alexandras La Mantra e (Malendras, Labora)	5 4 B36 577	331423	639,577	291 800	( CERTIFE	stri aba	90,928 336	The second	\$28.226
Commercial Space Residential Parking	25%	25%		1. 414 SHAPE	A Depreciate	74 824	127	Pite para Sign	35444	(4 0.) WAYS	2.11 (2.854)	26.051
Miscelaneous Rent Income Soppolarie Services Income Interest Income - Project Operations	25% 25% 25%	2.5% 2.5% ··	a section from the section	301		300	301	=	208	315		315
Laundry and Vending Tersori Charles or a group resident and a group resi	25%	2.5% 2.5% 2.5%	and the state of t	1,000		1,000	1,025	=÷	1,025	1 051		1,051
Missefaneous Resdental Income Other Commercial Income	2.5% n/s	2.5%	200 A	f 800	PARAMETER	1 200	1,845	239.4406-1638	1.845	1,891	Same asset	1,891
Wendravial from Captalged Reserve (deposit to operating account)	ιγs	n/a	Unit won Reserve Section before, as suppleable	<u> </u>	,							11.77
Gross Potential Income Vacancy Loas - Residential - Tenant Rents	ruta	n/a	Enter termides manually pur referent MOH postby, would incrementing travely not	1,128,345	-	1,153,163	1,128,541	Ė	1,211,565	1,725,070	Ė	1,252,150 (14,713)
Vocancy Loss - Represental - Tenant Assistance Payments Vocancy Loss - Commercial EPFECTIVE GROSS INCOME	IV3	L/2 U/2	appropriate	1,113,922	200.0	1,138,745	1,171,974	The section of	1,157,418	1,211,350	STRUCTURE	1,237,437
OPERATING EXPENSES Management					•			•				
Management Fee	3.5%	3,5%	for Year to be set according to HAID actordate.	41,061	-	44.0%	45 606		45 808	47,202		47,202
Asset Management Fee Will An Asset Management Expenses	3,5%	3.5%	per MOHCO palky	50,054	<u> </u>	15,000	15.525 61,131	<del></del> -	15 525 F1,131	16,048 63,271	<u> </u>	18,063 E3,271
Salarjes/Benefitz Office/Salaries from the transfer of Salaries from the Salaries fr	35%	35%		160,000	-	160,600	165 600		165 800	171,398		171 228
Manager's Salary  Health Insurance and Other Benefits  Differ Salaries Steneles	35% 35% 35%	35%		79.6ZZ	<u> </u>	79 822	62.409	<u> </u>	98,098 62,409	101,530 85.29J	==	101 530 85 293
Administrative Rent-Free Unit 2019 1975 1980 1990 1990 1990 1990 1990 1990 1990	35%	3.5%		9,045 343,449		P.045 343,449	9,345 355,470		9,285 355,470	9.092		9,692 367,915
Administration Adventising and Marketing	35%	35%		350		350	362		382	27.5		375
Office Expenses Office Rent	35%	3.5%	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	35.760		35 760	37,012		37.012	J# 207		36,307
Legal Expense - Properly  Audit Expense	3.5%	35% 35%		12,000	=	12,000	12.420 21,218		12.420 21,216	12.555	=:	12,855 21,980
Bookkeeping/Accounting Services Bad Debts	35% 35%	3.5%		6,354		6.384 1.600	5,607 1 853		6.607 1,563	6,839 1,928		6,839 1,928
Miscelaneous Sub-total Administration Exponens	3.5% .	3.5%		14.020 91,470	<u> </u>	14,838 31,420	15 133 94,620	-	15,138 54,620	15 668 97,931	<u></u>	15,688 27,331
Utilides Electrony	35%	3 5 16		85,851	· ·	12a ca	* PI POI	-	91,981	85 179	·	95 179
Water Gas Sant	35% 35%	35% 35% 35%		41,870 17,391 50,812	==	41,838 17,391 58,812	43 303 18 000 60 870	===	43 303 18,000 60 870	41.81P 18.620 67.001		44 61F 16,630 63,001
Sub-total Utilities Taxes and Liconsex			•	205,883	<del></del>	206,853	214,134	<del></del>	214,134	221,629		221,629
Real Estate Takes of the 2004 of the second of the 2004 of the 200	35%	35%		5.400 34,811	=	5.400 34.611	5 589 36 029		5 5 89 36 629	5785 37290	=	5 785 37,250
Miscelaneous Taxes, Leenses and Permiss Sub-lotal Taxes and Licenses	35%	35%		1,500	-	1,500 41,711	1 553 43,171	<u> </u>	1,553 43,171	1,607	:	1,607 44,5%2
Insurance Property and Liability Insurance	35%.	3.5%		52,870	-	52,870	54,726		54,720	56.635	-	58,628
Fixely Bond Insurance Workers Compensation (Compensation Compensation	35%	35% -35% -35%		15 J62	==	70 15,262 5,495	72 15 900 5 687	<u> </u>	72 15,900 5,887	7.5 15-150 5.885		75 16 458 5,568
Decetors a Onicers Lapsey statement Sub-total Insurance Maintenance & Repair	1 33%	1. 35%	1/ • • • • • • • • • • • • • • • • •	73,757		ובן, כן 	75,380	<u> </u>	76,360	79,053	<del></del>	79,053
Payroll	35%	35%		19 200		87,000 19,200	90 045 19.872	-:	PQ.045	93 197 20 568	=	93 197 20,56¢
Contracts of Trash Removal	35%	3.5%		65.500 29.000		65,900 29 000	67,793 30,015		67 793 30,015	70.165 31.066		70.185 31.088
Securey Payron/Contract Fills, A 1745, IV-2 RPY Ave. Section. HVAC Repairs and Mainlenance	35%	3.5%		3 s00		5,800 74,500	6 643 25 358	- :	6 003 25,358	6 213 26 245		8,213 28,245
Vehicle and Maintenance Equipment Operation and Repairs Miscelaneous Operating and Maintenance Expenses	3.5%	35%		20 000		30,000	20 700	<del>- :</del>	20,700	21,425		20,425
Sub-lotal Maintenance & Repair Expenses Supportive Services (A. 2004) - 2004 - 2005 -	35%	35%	· ·	751,000	· ·	251,000	259,785		250,7k5	268,877	_	258,977
Commercial Expenses	1	TEXT THE		KATEA 4	S CO Sespin		<b>売が出た</b>	569a/care(5)		73500-27500-275	HOMOSPORT	
TOTAL OPERATING EXPENSES PUPA (wio Reserves/GL Base Ren/Bond Fees			•	1,057,234		1,057,334 19,085	1,104,691	•	1,104,691	1,1-0,355		1,143,335
Rezerves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	1		<u> </u>	T	·	1		<u> </u>	Mar Helden	T T	between total or	duma: To updel
Bond Mondaring Fee Repacement Reserve Deposit			Used And 334 promise physic approved by White Michigania based on PNA	43 541	<u> </u>	43,641	-15 150	<u> </u>	45,150	48,511	<del>-</del>	40.511
Oner Required Reserve 1 Deposit of the Control of t			·	:	- :		20 000	-		20,000	=	20,000
Other Required Reserve 2 Deposé Required Reserve Deposés, Convincioni	1		<u> </u>	<u> </u>	<del>  ===</del>	, · ·	Ε÷		<del>L :</del>	==	= :	
Sub-lotal Reserves/Ground Lease Base Renubond Feet TOTAL OPERATING EXPENSES (w. Reserves/GL Base Renu Bo)				43,840		1,111,175	65,157 1,100,848		63,157 1,163,848	68,512 1,209,467		FE,512 1,205,657
PUPA (w/ Reserves/GL Base Ren/Bond Fees HET OPERATING INCOME (INCOME minus OF EXPENSES)				2,741		19,#42 27,570	2,126		27,570	1,483		27,570
DEBT SERVICE/MUST PAY PAYMENTS ['hard dabt'/amortized in			Eula connects a miled proteste exc.					T	Hate Haden	ndeput Are in	between until a	aformio, Ta operat
Flant Debt - Second Lander (HCD Program 0 42% pyric, or other 2nd	Lender)		Enforcements re, annual increase, pic, Ento commoniti re, annual increase, pic,	27,570	-	27,570	27.5m	- :	27,570	27.570	-:	27,570
Haid Debt (Third Lender) (Other HCD Program) of other 3rd Lender) of Haid Debt (House) Lender (1997) (1998) (1998) (1997) (1998) (1997) Commercial Haid Debt Service	1		Erder conservers re arenal increase, etc.	SHALL CHING	A STANSON STRAIGHT	3	HIPSE HOUSE	Photos King	422.00	83557A	10371720-890	
TOTAL HARD DEBT SERVICE  CASH FLOW (NO! minus DEBT SERVICE)			•	27,570		27,570 6	27,570		27,570	27,570	, .	27,570
Commercial Only Cash Flow  (Assertation of Commercial Surplus to LOPS/FOR LOSP (residual fro	imel		•	24,82	· · · · · ·	24,824	25 444		25,444	26,081	т	25,0#1
AVAITABLE CA2H LFOM	,		. ptc		•	6/2/00/2000			Omania	10		inganiya.
USES OF CASH FLOW BELOW (This row also shows DSCRL) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL "Below-the-line" Asset Miglice (uncommon in new projects, see policy	35%	35%	per MOHCO paley	<del> </del>	1	BASKEPA	T	<del></del>	Note Holden	columns are in	between total o	Charles To undel
Parinership Management Fee (see potry for Smits)  Tryestor Service Fee (aka "LP Asset Mot Fee") (see policy for kmits)	3.5%	35%	per MOHED policy per MOHED policy no around increase			1	E					
Non-Smortighed Lean-Printle Length (L.) 278-278-278-278-289-289-289-289-289-289-289-289-289-28	8		Enter comments re-annual recrease, etc.	Ε÷	E	=			2 2022			20.00 E. C.
Non-amorbiding Loan Print - Lender 2  Deferred Developed Fee (Enter and = "Hax Fee (rom row 131)" 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			Entercommentare, annual increase, etc.	-	$\vdash :$	<u> </u>	Ε÷			$\equiv$		1:
TOTAL PAYMENTS PRECEDING MONCH RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED		CD)			· ·		<del></del>	<del></del>	<del></del>		, — <u>·</u>	·
Does Project have a MOHCD Revidual Recept Obligation? Will project Deter Developer Fee?		Yes No		_		•						
Readual Receipts split for all years Lender/Owner		6714/335	·	]								
		Det. Son	7 .	Alar Deterred E Cum, Deferred	brekper Fee Aut Drudoper Fee:							
, MOHOD RESIDUAL RECEIPTS DEBT SERVICE	7	Debt Loan	Alocados per pro rela share of all son debt	Ji		Г	7			1		
MOHCO Residual Recepts Amount Due Proposed MOHCO Residual Recepts Amount to Loan Recayment	1	700.005	Courts, and MOHCD residual records pale	4		<u></u> ;			<u> </u>	1		1,0
Proposed MOHCO Residual Recepts Amount to Residual Ground Lease	]	.	Proposed Year MCHCO And Dovices Lee Repayment	7		<u></u>			L .	]		
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE [HCD Residual Receipts Amount Due	]	0.00	No HCID Financing	<b>.</b>		·	3		<u> </u>	]		
Lender 5 Residual Receipts Due Lender 5 Residual Receipts Due	7	0.003	i	4		E :	}			1		
Total Non-MOHCD Residual Receipts Debt Servic REMAINDER (Should be zero unless there are distributions	•											•
below) Owner Distributions/incertive Management Fee				_					<u> </u>	J		<u> </u>
Other Datimunans/Uses Final Balance (should be zero)	J		L	J			]		<u> </u>	3 .		$\overline{}$
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Statung Balance	٦		As of Uticons	7	. 1	111,246,9R	កា		144,88	a		180,823
Replacement Reserve Deposits	1		Must odd 3% increase plycur approved by Mke based on PNA integrated defect	]		43,84	ا		45,156			46,511
Replacement Reserve Withdrawals (ideally bed to CNA) Replacement Reserve Interest	1		Based on PriA schools & Emory Exp Annopoled 1% Interestrate	-	•	148,3tt	1 .		12,025			75,418 3,169
RR Running Bulance	•		RR Baluncoti	nd.		1572			180,92 \$3,228			155,085 32,769
OPERATING RESERVE - RUNNING BALANCE  Operating Reserve Statung Balance  Operating Reserve Deposits	7		As of 1/1/2013	7		247,75	4		. 247,533 20,000			257,502 20,000
Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve interest	3			7		57:	1			-		
OR Running Balance	•	OR Balance	as a % of Pres Yr Op Eaps + Dett Serve	<u> </u>		247,33			267,300 23 50			257,932 240%
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Starting Balance	7			_	•		7			]		
Other Reserve 1 Deposts Other Reserve 1 Withdrawals	1			=			1		<u> </u>	1		
Other Reserve 1 Interest Other Required Reserve 1 Running Balance	į					·	ر		<u> </u>	J		
OTHER RESERVE 2 - RUNNING BALANCE												

49 Mason Street	LOSP	Non-LOSP										
Total # Units:	Units 55	Unes 1			Year 4			Year 5			Year 6	
COME	Inc LOSP	% annual herease	Comments	LOSP	non-LOSP	Total	LOSP	2023	Total	LOSP	non-LOSP	Tot
es ciental - Tenam Rents Es ciental - Tenam Rents Es ciental - Tenam Assistance Poyments (Non-COSP)((1)) (1) (1)	1.0%	2.5%	(related to annual inc assume tions)	297,209		257,200	300 181	non-LOSP	300 181	203 163		20
esidential - LOSP Tenant Ascidance Paymonts of the paymonts of	n/a	n/a 2.5%		CS: 965 215	a Werkeld in the Fergil Co. (C.)	986,215 26,733	14. 1925 Jag	81, 1874(4 971) 1968)	985.489 27.401	1,026,209	CANADA SE	1,02
sidental Parking scellancous Rent Income	25%	2.5% ·				- :				- :		
pponive Services Income elest Income - Project Operations	25% 25% 25%	2.5%		327	-:	. 323	331	:	331	339		
undry and Ventined	25%	25%		1,077		1,077	J, 10J 221		1,104	1 f22 225		
scelantous Reseternal Income her Commercial Income	25% n/a	25% 25%	······································	1,938 1944,959,4590	5:00000.2246	1 928	1 987 ************************************	97. (1994)	1,967	2 037	2-13-05/408/2 <	
this and from Captaked Reserve (depose to operating account)	nta	nla	Urk tion Reserve Setten telev. 3: upoletable	-						-		
Gross Potential Income cancy Loss - Residential - Yenani Rents	11/2	n/a	Enter formulas manually per relevant MOH	1,266,977 (14,860)	-	1,233,710 (14 860)	1,289,313	· · · · ·	1,316,714 (15,009)	1,332,128 (15 159)	- :	1,36
cancy Loss - Residental - Tenam Assistance Payments cancy Loss - Commercial	n/a n/2	n/a n/a	Policy, limited incrementing usually 100 Representation	Z. 1822/1977 150	(8.405.95.77)	- :	112: SC /64.	ra kanagarinan		Version of	Calmaria, ca	
EFFECTIVE GROSS INCOME PERATING EXPENSES				1,252,117	•	1,278,650	5,274,364	•	1,201,765	1,317,957		1,34
nagement			log Year to be set according to HUD	1	r			гт				
inagement Fee	3.5%	35% 35%	tahaside per MOHCO palicy	48 855 16 831		48 855 16,631	50 564 17,213	· :	50.564 17.213	57,334 17,815		- 5
Sub-total Management Expenses daries/Benefitz				ES,485	•	65,465	67,777	-	67,777	70,150	-	,
ice Salaries (N° 1,8,5 %)	3.5%	35%		177 395 105 083		177.395 105.083	183 604		183.604 108.761	190 030 112,565		11
ath induffice and Other Benefits.  Der Sahnrestliche Benefits in der Sahnrestliche Reint-Frei Unit	3.5%	35% 35%		88 278		8E,278	P1.368	- :	91,368	p4.566	-	
mostrope Rent-Free Unit : Sub-total Sciaries/Benefits	35%	3,5%		10 032 280,788		10,032 380,788	10.383 394,116	لنجيا	10 383 394,116	10 748	<u> —</u> :	4
Iministration vertising and Marketing	3.5%	35%		1 388	1	388	402		402	416	r	
ice Expenses ice Rem	35%	35%		30 645		39 645	-11,035		41,035	42,472		-
gal Expense - Property	3.5%	.35%		13 205	-	12,305	13 770	-	13.770	14 252		-
dt Expense okkeeping/Accouning Services	35%	3.5%		22.729 7,078	Ė	7,076	23 524 7.326		23.524 7.328	24.348 7.562	<u> </u>	
d Debts	3.5%	35%		1,096	<del>L :</del>	1,898 16,216	2.066 16.75¢		2,068 16,784	2,138	t i	<u> </u>
Sub-total Administration Expenses				101,359		101,255	104,907		104,507	103,572	·	, 1
Security	35% 35%	35%		99 511 46.385		95,511 46,336	101.PSP 48.011	- :	101 959 48,011	105 527	<u> </u>	1
ss wet	35% 35%	3.5% 3.5%		19.282 65.206	<u> </u>	19,252 65,206	19.957 67,428	<u> </u>	19.957 67.488	20,655 89 250		
Sub-lotal Villilles xes and Uconses				229,286		225,386	237,414		237,414	245,724		2
al Estate Taxes in the control of th	35%	3 5% 3 5%		5987 38596	- :	5,987 38 566	£ 197 39 946		8,187 39,946	8 414 41 345	:	Ė
yout area of a my scream out Taxes and Ucenses and Permits Sub-total Taxes and Ucenses	3.5%	3 5 %		1,663	Ė	1.663	1,721		1,721	1,722	<u> </u>	_
phedy and Frapath (Hamanice annauce anna-docal taxes and cicenses	3.5%	3.5%		58.818		58,518	50 670		60,670	62,793	·	1
openy and Liabilly Insurance telty Bond Insurance orker's Compensation-পঞ্জাতিয়ে আন্তর্ভান তিবালিক পুরাঞ্চলত এই সম্প্রতিশ	35%	35%		78		58,518 78 17 002	80	Ė	80	8.3	<b></b> :	1
orker's Compensation (1975) of 1975 of the compensation (1976) of the compe	35%	35%		17.032 6.092 81.820	L	17 (3)2 6 (9)2 6 (,#2)0	17 678 6 306 84 684		17 828 6,206 84,684	18,245 8,576 87,648	<u> </u>	
sintenance 6 Pepair								•				
pples	3.5%	3.5%		21.287		96,458 21,287	99 835 22 032	:	99.835 22.032	103 329 22,894		-
intracts 1984 (1997) 1867 - 1997 (1997) artisoge and Trash Removal	3.5% 3.5%	35%		72.521	<del>  :</del>	72,621	75 163 33 27A		75 163 33 278	77,793 34,443	- :	
ectivey Fayrol/Contracts Tells (1984) VAC Repairs and Maintenance	35%	35%		5 431 27 164	<del>  :</del>	8,431 27,184	26 114	-	8 658 28 114	29 025		$\vdash$
Histle and Maintenance Equipment Operation and Repairs scellantous Operating and Maintenance Expenses	3,5%	35%		22.174	<u> </u>	22.174		<del>  -</del> =	22,950	23 754	- :	Η-
Sub-total Maintenance & Repair Expenses				278,288		271,798	288,028		298,028	754,109		, ,
upportive Services) அளக்கையாகுள்ளதுக்க கொள்டுள்ளின்றன. ommercial Expanses	35%	35%		Overal service	02500000000000000000000000000000000000	- :	PHILIPPHE	(4) yaqqqyu, jir	<u> </u>	745000 NOE	-राज्यस्थारीय	
OTAL OPERATING EXPENSES				1,183,372		1,183,372	1,224,790	-	1,224,750	1,287,658		1,2
PUPA (w/o Reserves/GL Base Ren/Bond Fees) eserves/Ground Lease Base Ren/Bond Fees				orderete vatures	in yestow cetiz m	ancountrie coch o	of rather than d	againg somas m	uckple netts.			
round Lease Base Rem and Montoring Fee				+!	<u> </u>		<u> </u>	<u> </u>	- 1	<u> </u>	<del>  - :</del>	1
pjäcement Reserve Deposit			Hust and 3% increase plyeor approved by like Hick cone based on PNA	47,906	<u> </u>	47.905	49.343	<u> </u>	46 743	50,824		ļ
				20 000	Ė	20 000		<u> </u>		i	<u> </u>	1
ther Required Reserve 2 Deposit equired Reserve Deposit/s Commercial Sub-total Reservez/Ground Lease Base Rent/Bond Fees				<u> </u>		£7,507			49.344		<u> </u>	_
ALG-LOTER MYSSINGUING LEGISG BASE RENUBORD FRES BORY RESERVE SOLD BASE RENU BORD BASE RENU BORD AND A SECOND BORD BORD BASE RENUBORD BORD BORD BORD BORD BORD BORD BORD	d Fees)			57,907 1,251,280		1,251,280	49,334 1,274,135		1,274,135	50,825 1,358,483		1,3
PUPA (w/ Reserves/GL Base Rent/Bond Fees) ET OPERATING INCOME (INCOME minus OP EXPENSES)				a:37		27,570	169			1000agarija	á* .	
EBT SERVICE/MUST PAY PAYMENTS ("hard debt"/// bmortised to	ans)							require ecross in		action (Mary)		
and Debt. First Cender (4) 22 - To Program 9 42% pyrit, or other 2nd is	1		Enter commentate areas increase etc.	27,570	-	27,570	27,570		27,570	27,572	-	
ard Debt - Third Lender (Diher HCD Program) of other 3rd Lender) - ard Oebt - Fourth Lender (1985 1976 1976 1976 1976 1976 1976 1976 1976			Enter conveniente le avenuel incorpose etc.	<del>-</del>	:	:			:			-
ommercial Hard Debt Service TOTAL HARD DEBT SERVICE	1			178(250) (892)	44446 K.500	27 570	86 gate (Cat)	(1985-1914) ST	27 570	50 ST	aour/igare	1
ASK FLOW (NOI minus DERT SERVICE)				(26,733	, .		127,401	, .	4	(23,081	9 -	
Commercial Only Cash Flow (7/4)66341661 Commercial Supplies LOPS/6634061 (1638)31312	imel			26 73		26,733	27.401		27,401	25,000	a .	٦
AVAILABLE CASH FLOW				(s			-			- 14		
SES OF CASH FLOW BELOW (This row also shows DSCR.) SES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL	,		DSCA		M yellow tests o	Entire For		page as sours w	斯斯·斯斯斯 nucliple conts.	·		#R.1
lebyr-the-line" Asset Mot fee (uncommon in new projects, see policy) affinership Management Fee (see policy for limits)	35% 35%	35%	per MOHCD policy per MOHCD policy	<del>  :</del>	<del>  :</del>		=:	<u> </u>	<u> </u>	<u> </u>	<del>  :</del>	+
restor Service Fee (aka "LP Asset Mot Fee") (see policy for limits)  ther Payments With Program Standard Control Control  Control	1	3857 S4389	per MOHCD palacy no avvolution on a	<b>_</b>	<u> </u>		<del> </del>	<del> =</del>		<u> </u>	<u> </u>	$\pm$
Ion amortizing Loan Print Pender 1 4 2 4 2 4 2 4 4 4 4 4 4 4 4 4 4 4 4 4	}		Enter commentate tradual intrease etc. Enter commentate annual retrease etc.	<del></del>	<del></del>		<u> </u>	<del>1 -</del>		<del>_ :</del>	± :	$\pm$
elerred Developer Fee (Emer5ml ← Max Fee from 100 431) 'Nr 031' TOTAL PAYMENTS PRECEDING MOHCO			L	1 :	<u>.</u>		<u> </u>	1	1	1		
ESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDI					n -	<del></del>		-	<del></del>		,	
iots Project have a MOHCD Residual Recept Obligation? VA Project Defer Developer Fee?		Yes No										
		67% / 33%		1								
esidual Recepts spit for all years - Lender/Owner												
estival Recepts spit for all years - Lender/Owner		Det San	1									_
esdual Recepts spit for all years - LendelfOwner MOHCD RESIDUAL RECEIPTS DEBT SERVICE	1 .	Dist. Sort Debt Loan	]	_			7			٦.		
MOHCD RESIDUAL RECEIPTS DEBT SERVICE  KOHCD Residual Receipts Amount Due	] .	Dist. Son Debt Loan 100,000	Little control per pero esta plante el el so t debt				]			]		
MOHCD RESIDUAL RECEIPTS DEBT SERVICE  KOHCO Residual Receipts Amount Due  Proposed MOHCO Residual Receipts Amount to Losin Repayment.		DebtLoan	Little control per pero esta plante el el so t debt	님		-				2		$\vdash$
MOHCD RESIDUAL RECEIPTS DEBT SERVICE  CHCD Residual Receipts Annual Due  Proposed DOHCD Residual Receipts Annual to Lain Repayment  Proposed WOHCD Residual Receipts Annual to Residual Ground  Lesse.		DebtLoan	S  Alectron per pre-rate shake of all so t disht toons, and MOHCD restaud recorpt pakey	님		-			-			E
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MONCO RESIONAL RECEIPTS DEBT SERVICE  ADMICTOR RASKUP Receipt Amount Due Proposed MONCO Beasturi Receipts Amount to Loan Reportment Proposed MONCO Residual Receipts Amount to Loan Reportment Proposed MONCO Residual Receipts Debt Loan  ADMINISTRATION RESIDUAL RECEIPTS DEBT SERVICE  CORPORADONE RESIDUAL RECEIPTS DEBT SERVICE  CORPORADONE RESIDUAL RECEIPTS DEBT SERVICE  CORPORADONE RESIDUAL RECEIPTS DEBT  TOTAL HOLINGOIS DEBT  TOTAL HOLING		0,001 0,005	Execution per pro-cent while of of a fail of the content, and MONED execution per			47.906 78.47			49,343			
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IGNECO Residual Receipt Amount Due Frigograff MOHEO Residual Receipt Amount to Loan Receiptment Frigograff MOHEO Residual Receipt Amount to Loan Receiptment Frigograff MOHEO Residual Receipt The Death SERVICE LOS RESIDUAL RECEIPT TO DEAT SERVICE LOS RESIDUAL RECEIPT TO DEAT SERVICE LOS RESIDUAL RECEIPT DUE Total Mon-NOHEO Residual Receipts Deht Service REMANDER (Should be a zero unless there are distributions olohy in the Committee of the Commi		0.005 0.005 0.005 0.005 0.005	Assertion per pro-cent chains of all sets of all continuous, and MONED motival recogning pulling Personal Total MONED Area Dook for as Levi Register and Continuous C	n ne		47.806 78.47; 2.511 127,411 52.275 287,532 280,001			25,05 25,05 24,33 277,21 307,31			

MOHED Profesion - 20 Year Each Ple

Total	LOSP	Non-LOSP Units										
		DING:										
56	55	1	1		Year1	1		Year 2		i	Year 3	3
	100 00%	0.00%			2019			2020			2021	- 1
	lnc	% annual	Comments		T			-חטח			non-	1.
MCOME	LOSP	Increase	(related to annual incassumptions)	LOSP	non-LOSP	Total	LOSP	LOSP	Total	LOSP	LOSP	Total
Other Reserve 2 Starting Balance									-			· 1
Other Reserve 2 Decosts			and the star and a									-
Other Reserve 2 Withdrawals			#**									S
Other Reserve 2. Interest	l											and temperature
Other Required Reserve 2 Running Balance						-						

738

149 Mason Street			Hon-LOSP							•			
	36	nes 85 0 00%	Units I 0.00%			Year 7 2025			Year 8 2025			Year 9 2027	
INCOME	la	nc	% annual	Comments (related to sangal (no assum plons)	ĹOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residental - Tenani Rems Residental - Tenani Assistance Payments (Non-L)	SP)Diameters of a	0% V3	2.5% n/a		304,215		303,715	309 277		309 277	312,370		312,370
Residential LOSP Tenant Assistance Payments : Commercial Space	establicationaps (its p	Va Va	7/2 2.5%		1: 1.035.426	7 W	1,098,426 25,768	10-1 132 193 14114-41-41	(数4.2 次の () (数400 () ()	1,132,193 29,508	414 177 565-	NAC BLAD	1,177,585 30,245
Residental Parkina Miscelaneous Rent Income	2	5% 5%	25% ·		÷	<u>:</u>	<u>:</u>		- :	<u>:</u>	<u>:</u>	- :	
Supportive Services Income - Project Operations	1 2	5% 5%	2.5% 2.5% 2.5%		348 1.160		348	,157 (189		357	366 1,219	:	388
Laundry and Vending Tenant Charges Miscelaneous Residential Income	********** 2	5% 5%	2.5% 2.5%		232		1,160 232 2,087	2.36 2.140		226 2,140	244		244
Cher Commercial Income		va	25%	Unit from Resourc Septem below, a)	11.75-46	escate ret	- 2.667	MASSAC 8.75	angs vieu	2,140	500C 47 75	व्यक्त संस्थित	2,013
Wilhdrawai from Captalered Reserve Idepost to or Gros	z Potennai Mcome	V2		ojikable	1,238,468		1,427,256	1,415,793		1,474,501	1,493,956	<u>:</u>	1,524,291
Vacancy Lots - Residential - Tenant Rents Vacancy Lots - Residential - Tenant Assistance Pa Vacancy Lots - Commercial	1 1	√a √a ∨a	r√a	Enter formulas manually per refers it MOH schey; enhad metersening usually het appropriate	(15311)	:	(15,311)	(15-10-1)		(15.484)	(15 618)		(15,61B) -
EFFECTIV	E GROSS INCOME	A3 [	nva		1,283,157	ENGLAS POST NA	1,411,545	1,329,829	140016711 45471	1,459,437	1,478,237	. A. S. 17 - S. 10.	1,508,583
OPERATING EXPENSES Management		<u> </u>		Ist Year to be set according to HUE.			,		·		,		
Management Fee Asset Management Fee		5%	3.5%	1st rear to desit accoming to mot- schedule per MOHCO policy	54 166 18-239	<u>-</u> -	54,768 18.439	56 062 19 064		54,082 19,054	55 024 19 752		55.024 19.752
Sub-total Man: Satarles/Benefits	agement Expenses				72,605	*	72,605	75,148		75,146	77,776		77,776
Office Salanes - Manager's Salany	75435 CONTRACTOR 3 	5% 5%	3.5%		196 681 116 508		19% 681 11% 508	203 585 120 585		203.585 120.565	210.859 124.806		210 689 124 508
Ditter Satisface and Other Benefits 70,500 To	1785 P. F. F. F. 3	5% 5%	3.5%		97 876		97,878	101,501		101 201	104.847	:	104,547
Sub-tot	of Salades/Benefits	54	35%		11,122 422,187	<u> </u>	11,122 422,187	11,512 436,963	<u> </u>	11,512 436,963	11,914 452,757		11,914 452,257
Administration Advertising and Marketing	3	5%	3 5%		430		420	415		445	461		481
Office Expenses Office Rent Legal Expenses - Property	3	5% 5%	3.5% 3.5% 3.5%		43 958		43.958 - 14.751	35-397 15-267		45,497 15,287	-17.089 15.802		47,0e9 15,802
Audit Experise Bookkeeving/Accounting Services	3	5%	3.5%		25 200	=	25,300 7.648	28.082 8 122		26 082 8.122	26,995 8,407		26,995 6,407
Bad Debis	. 3	5% 5%	3.5%		2213	:	2,213 17,978	2,290 18 608		2:290	2,370		2.370 19,350
Sub-lotal Admin	Stration Expenses				112,379	<del>-</del>	112,375	116,312	<del></del>	116,312	120,383	·	120,383
Exchany Water		5% 5%	3.5% 3.5%		109 221 51,431	E÷	109 221 51,431	112 043 53 231		113 p43 53 231	55 093		517,000 55,094
Gos Sewer	3 3	5%	3.5% 3.5%		21,378	<u> </u>	21,378 72,295	22 126 7-5 825		22,128 74,525	22 901 77,444		77,444
Taxes and Liconses	Sub-total Dülitles				254,224		254,324	263,226		263,226	272,439		272,439
Real Estate Taxes of Take hours and action of the Property of	Specificate process 3	5%	3 5 % 3 5 %		6 6 3 8 42 792	<u> </u>	6,636 42,792	6 870 44 259	<del>⊨</del> Ξ	8 870 44 259	45 839		7,111 45,839
Miscelaneous Taxes Licenses and Permits Sub-total 1	axes and Doenses	5%	35%	L	. 51,273	1	51,273	53,058	<del>- :</del>	53,068	1.975 54,925	-	1 875 54,925
Insurance Property and Liability Insurance Fridelity Bond Insurance		5%	3 5% 3 5%		63.991	·	84,991	67,265	-	87,285	69,620	:	69 62D
Ficiety Bond Insurance Worker's Compensations/JRIP's Trigger and Archive Director's 8. Differs' Lability Insurance	3000 AND TO SERVE 3	5%	35% 35% 35%		18 853 4 735	<u> </u>	86 15 834 5 755	19.545 6.991	-	19,545 8,991	92 20 229 7.238	-	92 20,239 7,256
Maintenance & Repair	Sub-total Insurance	3.0	337		10,715	-	50,715	F3,290	<del>' - :</del>	93,890	97,177	-	37,177
Payins Supples	. 3	5%	35%		100 pJ 5	-	108 945	710 888		110 das 24,428		<del> :-</del>	114,502 25,283
Contracts ( St. 1906) Philipped ( 1906) ( 1906	4 mily 1997 1944 154 3	5%	3.5% 3.5%		60 51# 15 648		80,518 35,648	83 334 36 896	:	83 334 38 698	86 251	:	86.251 38.187
Security PoyffowContract was a server 14 277/09 HVAC Repairs and Maintenance	3	5%	35% 35%		7,130 30 117	-	7.130 20,117	7.379	- :	7 275 31,171	7,637 32,262	÷	7 637 32 262
Vehicle and Maintenance Equipment Operation or Miscellaneous Operating and Maintenance Expen	nd Repairs 3	5%	35%		24585	<u> </u>	24,585	25-446	<u> </u>	25,448	26,336		26,338
Sub-total Maintenance Supportive Services 1282 2002	& Repair Expenses	5%	35%		308,543	·	308,543	319,342	· ·	319,342	330,819	· ·	12,015
Commercial Expenses			(TO ANNA)		analatic state	Reference to the second	<u> </u>	3/14/2/25 5:44/\$PI	sang dist	<u> </u>	and and a	## 38.64 () C	
TOTAL OPERATING EXPENSES PUPA (wio Reserves/GL B	ase RenvBond Fees)				1,312026	•	1,312,026	1,357,947		1,257,547	1,405,475		1,405,475
Reserves/Ground Lease Base Rent/Bond Fee Ground Lease Base Rent					1 1		1		Ţ.	ļ	T		1
Bond Montoring Fee  (23.4) Replacement Reserve Deposit	d Health day			Ukut Add 3% increase plyear expressed by USI:a McLoone based on PNA	52,348	<del>                                     </del>	52,346	53 916		53 811	55.536	<u> </u>	55 526
Operating Reserve Deposit Title Society April 2010	n and the second				20 000	<del></del>	20 900	20 000	· :	30 000			20,000
Other Required Reserve 2 Deposit Required Reserve Deposit's, Commercial						-	- :	- :	-	-	-		
Sub-lotal Rexerves/Ground Lease B: TOTAL OPERATING EXPENSES (w/ Rexerves					72,349		72,349	73,920		73,920		•	75,537
PUPA (w/ Reserves/GL B NET OPERATING INCOME (INCOME minus of	zse RenvBond Fees)	443)		•	1,284,275		1,384,375	1,431,867		1,431,867	1,401,013 104.012.878		1,481,013 27,570
DEBT SERVICE/MUST PAY PAYMENTS ( harr	d debt"/amortized loans	,			200000000000000000000000000000000000000	, -	21,510	WHEE AND A		21,011	the Self lands		21,510
Hard Debt - First Lender 317012 (1994) 1994 (1994) Hard Debt - Second Lender (HCD Prodram D 42)	A pyrite of other 2nd Lend			Enter commentate annual increase, etc. Enter commentate orunal increase, etc.	27.570	- :	27,570	27.570	÷	27,570	27,576	- :	27,570
Hard Debt : Thyd Lender (Other HCD Program, o Hard Debt : Fourth Lender (2)	r other 3rd Lender)			Enter convents re erousi increase, etc. Enter convents re arousi moresec, etc.	1===	<del>  :</del>	<u> </u>	=			<u> </u>	<u> </u>	
	IND DEST SERVICE			L	27,570	Inneature 1919	21,570	27,576		27,571	27,570	122454205430	27,570
CASH FLOW (NOI minus DEBT SERVICE)  Compared Only Cosh Flow					[28,788	, .	22 788	129,80	, .	29.50	(30,24)		(0) 30 245
AVAILABLE CASH FLOW	n (:OSP)(řésidusl income)	•			28 786	<u> </u>	] [	29.50		]	30,245		] (0)
USES OF CASH FLOW BELOW (This row als USES THAT PRECEDE MOHED DEBT SERVI	o shows DSCR.)			DECR	t:		ES BYSDER	6		医心管检查	e .		MATERIAL PROPERTY.
Below-the-Ane* Asset Mot Ice (uncommon in ne- Partnership Management Fee (see policy for first	v projects, see policy)	35%	3.5%	bet WOHCD basick	T	<del></del>	<b>T</b>	F =	<del></del>	<del></del>	T :	-	<del>-</del>
investor Service Fee Jaka "LP Asset Mot Fee") (s Other Payments That STATE TO THE ASSET A STATE TO	ee policy for limits)		ना क्षेत्रकार	per MOHCD policy no around montree		H÷	1	I ÷	E ÷	<del>                                     </del>	<del>                                     </del>	<del>                                     </del>	==
Non-amortizing Loan Front-Lender 2 Non-amortizing Loan Print - Lender 2	9.5 35.77, 434,5245			Enter comments re- around forcerse, etc. Enter comments re- provid sucresse, etc.	$\pm = :$	E÷		<u></u>	<u> </u>	E	<u> </u>	Ε÷	
Deletred Developer Fee (Enter anti-sellidax Fee I TOTAL PAYMENTS I				L	<u>.</u>	J			1		<u>Г</u>	<u>.</u>	
RESIDUAL RECEIPTS (CASH FLOW minus P.	AYMENTS PRECEDING	монс		<u></u>	<del></del>				, .			, .	(0)
Does Project have a MOHCD Residual Receipt C Will Project Defer Developer Fee?			Yes No		-								
Residual Receipts apit for all years, - Lunder/Owi	ner		67% / 33%	L									
MOHCO RESIDUAL RECEIPTS DEB	T SERVICE		Dist. Soft Debt Loan.	Ţ									
	, SERVICE			Afocasa on, per peo tale share of all sch ach;	7			7			٦ .		
MOHCO Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount	to Loan Repayment		100 003	house, and MCHCED modeus recognitioning			<u>-</u>	1		<u> </u>	1		
Proposed MOHCO Residual Recepts Amount Lease				Proposed Total MOHED And Due H to Low Repayment			L	]		L	ا		<u> </u>
NON-MONED RESIDUAL RECEIPTS D. IHCD Residual Receipts Amount Due	EBT SERVICE		0.00%	No HCO fasimong	<b>-</b>			1		·	7		
Lender 4 Residual Receipts Due Lender 5 Residual Receipts Due			0 005		1		<u> </u>	-		<del>-</del>	-		
Total Non-MOHCO Residual R REMAINDER (Should be zero unless there ar	•						-						
below)  Owner Distributions/Incentive Management Fee					٦		<del></del>	٦		-	٦		<del>_</del>
Other Distributions Alses  Final Balance (should be zero)							<u> </u>	j					
REPLACEMENT RESERVE - RUNNING BALA	NCE				_			279			_		
Replacement Reserve Starting Batance Replacement Reserve Deposits				As at 171/2019 Must and 3% increase payers approved by Mas based on PNA enturpoled definit	1		83,42 52,34	7		124,02	7		166,177 55,536
Replacement Reserve Deposits Replacement Reserve Withdrawals (clearly lend to Replacement Reserve Interest	cNA)			Bosed on PNA schedule & Emery E.g. Antiopoled 1% interest rate	=		13,94	<u> </u>		14.36	3		14,754 3,022
The second secon	RR Running Balance			FIR Bolu coAh	nd:		124,02	_		166,17	7		207,942 33,749
OPERATING RESERVE - RUNNING BALANC Operating Reserve Starting Balance	E			As of 1/1/2019	3		307,93			327,53			347,932
Operating Reserve Deposits Operating Reserve Withdrawals					3		20,00			20,60			20,000
Operating Reserve Interest	OR Running Balance				J		327,53			347,53			367,532
OTHER REQUIRED RESERVE 1 - RUNNING I			OR Sabare	as a % of Prior Yr Op Exps + Debt Serve	:e		24.45			20,0	<b>*</b>		25 2%
Other Reserve 1 Starting Balance Ctner Recerve 1 Deposts								1		-	1		-
Other Reserve 1 Withstowals Other Reserve 1 Interest					_			d			1		
Other Required Reserve Other Reserve 2 - Running Balance	e i Hunning Balance						•			•			-

| COME |

	Total # Units:	Unes	Ums										
	56	100 00%	0 0014	· · · · · · · · · · · · · · · · · · ·		Year 10 2028			Year 11 2029			Year 12 2030	
COME esidential - Tenant Rents		LOSP 10%	% annual increase 2.5%	Comments (related to annual incassumintons)	LOSP 315,493	non-LOSP	Total 315.493	LOSP 318 648	non-LOSP	Total 318,648	LOSP 371.835	non-LOSP	Tota 321
esdential - Tenant Assistance Payments (Non-LO esdential - LOSP Tenant Assistance Payments ::	SP\$Tutley7-15	n/a n/a	n/a n/a		1641,204,599	4. 154 (S)	1.204,599		5. 黄化烷	1253353	15.3.303.919	27 c. 17 c.	1 302
onungreial Space sidential Parking		7/3 25%	25%		10 34 6-4	ALETTY A	31 002	37443 ·	Albant de	31.777	<b>克·苏根</b> 树子	The second	x
scelaneous Rent Income appointe Services Income (1917) (1918) (1919)	A Jens SCOLESS Vac	25% 25%	2.5% 7.5%		<b></b>			$=\dot{\cdot}$			<u>:</u>	-	
erest income - Project Operations undry and Venderg		2.5%	25%		375 1,249		375	384	-	384 1.280	394 1312		
nori Charges sceramenus Residential Income		25%	25% 25%		250 2.246		250 2 248	256 2,304		256 2.364	292		
ther Commercial Income	arasti su susta	n/a	25%	unk tam Reserve Section beto√, a (	ALVE STATE	8839/90 U.S.		(3) 12 M	ONE 22944.		Abballation	1203 67	
endrawal frain Captained Reserve respost to op Gross	erating accounts. Potential in come	n/a		e perfecuirs/s	1,524,213	ا جِــا	1,555,215	1,576,225	ابيسيا	1,508,002	1,500,053	لجسا	1,66
scancy Loss - Residential - Tenant Rents scancy Loss - Residential - Tenant Assistance Pa scancy Loss - Commercial		n/a n/a n/a	n/a n/a n/a	Enter termina manually per rolerer LIFOH policy, almust incrementing stoudy not appropriate	(15 775) (C) CD VC 7	100,000 \$ 10.00	(15,775)	(15 922)	etu iga es	[15,932]	(16 092) 3/3: 0/2010 - 0	1. 742 to 2	
EFFECTIVI PERATING EXPENSES	GROSS INCOME				1,503,179		1,535,440	1,560,707		1,352,076	1,612,962	•	1,54
anagement anagement Fee		35%	3 5%	Isl Year to be set according to HUC sorteade	60.035		60 055	a2 157		62,157	81 337	<u> </u>	8
Strb-total Mana	gement Expenses	35%	35%	Pet NOHCO Papel	30,493	<u> </u>	20,443 80,458	21,159 83,216	<del></del>	¥3,316	21 900 86,272	<del></del>	
fice Salines i -	A CONTRACTOR OF THE	3 5%	35%		216 064		218 084	339 484	·	275 e96	233.595	<u> </u>	23
attribusing and Other Benefits (C. 2004), 35	T	35%	35%		129,174		129,174 100 517	133 895	-	133 695 112 315	136374 116246	-	11
ministrative Rent-Free Unit	完全以下的。 持国主	3.5% 3.5%	35%		12,331	<u> </u>	12,331	12.763	<u> </u>	12,763	13 210		
dministration .	Salaries/Benoms			,	463,026	-	468,066	164,180		484,469	501,425		50
Nerlaino and Markeino lice Expenses		35% 35%	35%		48 737		477 48.737	494 50,443		494 50,443	511 52 209		
fice Rent qsl Expense - Property		35%	3.5%		16,355	<u> </u>	18,255	16 P27		16,927	17.520	<u>:</u>	٠,
ods Expense ookkeeping/Accounting Services		35%	35% 35%		27,939 8,701	<u></u>	27.P39 8.701	25 917 P DQ5	:	28,917 9,005	29 929 9 320	<del>  :</del>	2
id Debts (1996) and a significant constraint of section and sectio	Maritan Commence of the Commen	3.5%	35%		2 453	- :-	2.453 19.934	2.539		2.538 29,631	2,675 21,354		
Sub-total Admini	stration Expenses				124,598		124,596	128,957		128,557	133,470	•	13
	Att of the part of the part of	35%	35%		121 095 57 022	-:-	121 095 57,022			125 333 68 018	129 720 81 084		1:
os.		35%	35%		23 702 89 155	F÷	23.702 80.155	24,532 \$2,960		24,532 82,960	25 390 25 864	-	
skes and Licenses	Sub-lotal Utilities			*	281,974	•	201,374	291,547	•	291,843	302,058	-	34
eal Estate Taxes 277	graphic periods explain the results	35%	35%		7,360	- ·	7 380	7 617		7 817 49,10a	7,564 50 623	-	
scelaneous Taxes, Licenses and Permas	ixes and Dicenses	35%	35%	İ	2,044		2044	2 116 54,837		2,116	2 190		
sutance .	And Dicenses	35%	7 3 25	·									
ppeny and Liability insurance delty Bond knourance lorker's Compensation (1945) (1956) (1974)		3.5%	35% 35% 35%		72,056	<u> </u>	72,056 95	74.578	-	74,578 99 21,670	77,189 102		
rector's a Oricers' Liability insurance	ub-total bestimance	35%	35%		20 937 7,489	1	7,4ta	7,751		7,751	22 J28 8 023		-
alnienance & Repair	HP-16DI BEHFAREA				100,578		100,571	104,058		104,018	. 107,741		11
apples		35%	35%		118.572 26.145	<u> </u>	118,572 26 155	27 083	<u> </u>	122,722 37,082	127.017 28 031		1:
ontracts to the North Action Action and Action Acti		35%	35%		39,524		89,270 39 524	40 907		92.394	95 d28 42 319		
ectinty Payrol/Confract (MR) 2 (1994-0) (1995) VAC Repairs and Maintenance	d eligibility are sold for	35%	35%		7 805 33 391	<u> </u>	7 905 33 391	31 560	- :	34,560	5-165 35 769		
chicle and Maintenance Eculpment Operation an scelar-rous Operating and Maintenance Expens	es	35%	35%		27 255	-	27.256	<u>-</u>		28.212	22 192		-
Sub-total Maintenance t	K Repair Expenses				342,047	-	342,987	354,040		354,060	J65,452	-	31
upportive Services (A)	geraf, te trust geri	3,5%	35%		northway.	tensionie-	<del></del>	1247 F Variable	19 SECULO 19 NO	<u> </u>	ACADAGONERA	A CHANGE STREET	_
DTAL OPERATING EXPENSES					1,454,867		1,454,667	1,505,580		1,505,580	1,558,275		1,5
PUPA (wio Reserves/GL Ba eserves/Ground Lease Base Rent/Bond Fees		† -											
round Lease Base Rent ond Managing Fee		1			<u> </u>	$\pm \Xi$						4==	$\vdash$
eptacement Reserve Deposit	6.建模模型。	1		Must add 3% increase plyeor opproved by Mike Urcloome based on PNA	57 203	ļ.·	57 203	58 915	ļ	58 919	60 686		
penting Reserve Deposit ther Required Reserve 1 Deposit	2°, d Sight (158 june 11 jung emilikat (161 k)	1			<del>  :</del>	<u> </u>	<u> </u>		<u> </u>	<u> </u>	-	<u> </u>	_
ther Required Reserve 2 Depoist equired Reserve Deposits, Commercial		1			<del>L :</del>	<u> </u>	<del>-</del>	<u> </u>	<del>1 :</del>	<del>+ :</del>		<u> </u>	$\pm$
Sub-total Reserves/Ground Lease Bar OTAL OPERATING EXPENSES (w. Reserves/					57,204 1,511,870		57,264 1,511,870			59,920 1,564,500	60,687 1,618,963		
PUPA (w/ Reserves/GL Ba	ise RentiBand Fees	)											1,6
IET OPERATING INCOME (INCOME minus OP VERT SERVICE/MUST PAY PAYMENTS ("havd	debt'/amortized is	oans)			\$(1), <b>d</b> ,d	., -	27,570	LT (4,26)	4	A7,570	[45)500	٠.	
lwd Debt - Fest Lenders, i 145 m 25 to 12 m 160 li laid Debt - Sécond Lender (HCD Program D 42 M	pymLor other 2no	[] Lender)		Enter commentate, annual increase etc. Erner commentate entered increase, etc.	27,570	<del> </del>	27,570	27.570	<del>  -</del>	27,570	27,570	,—-	-
and Debt - Third Lender (Other HCD Program, or and Debt - Fourth Lender (** 45 ft ** 25 ft **)	other 3rd Lender   5	1		Enter comments (e, arouse increase etc.	1==	Ψ÷	27,370	<del></del>	Η÷			1	1-
ommercol Hard Debt Service	NO DEBT SERVICE	j			77,570	Web 120 (8)	27,570	77,570 27,570		27,570	DESCRIPTION 27,570	g untercorrect	
ASH FLOW (NOI minus DEBT SERVICE)	oue i estrici	•			21,070 (21,00)		£1,370 {0	) 121,777 ) 121,777	, .	۰،	(32,57)		
Commercial Only Cash Flow Alocation of Commercial Surplus to L'OPSInon	EOSP7##dots	ime)			31,00		31,002	31.77	т :	ייי. <sup>21,777</sup>	22.57		7
AVAILABLE CASH FLOW							to 1	5 /				· ·	_
ISES OF CASH FLOW BELOW (This row bise ISES THAT PRECEDE MONCO DEBT SERVIC	E IN WATERFALL			psc	n: 		93,57143	/ <u>`</u>		SCHOOL STATE	ri 		19.27
Below-the-line" Asset Mittlee (uncommon in new	protects, see pakey	35%	3 5%	per MOHCD parky	1 -		+	☴		$\pm =$	+	<u> </u>	E
medal Sandra Can labo 7 D Assal Mai Ene 7 lea	a notes for heads)	3.5%	3.5%	per MOHCD soley			4				-		1
Sher Payments at 1999 1991 1991 1991	of Nacharata	3.5%	3.5%	per MOHCD ankey no energy increase		$\pm \div$			<del>  :</del>	<del></del>		1 :	1
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non-ingriture Leader):	om 10W-131)MO-XX RECEDING MOHOL YMENTS PRECED Dispalon? or SERVICE  Loan Repsyment Residual Ground	о мон	2.5% Dist. Soft Dist. Soft Dist. Soft	and WOHCE parkey  BY TORKED HAVE you ensured in create the part TORKED HAVE you would increase and the part TORKED HAVE A SHARE AND A SHAR				2) (1					
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MORCIO Preteron - 20 Year Crish Flor

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		100	00%	0.00%			2025			2026			2027	
		1	c .	Lannual	Congents								T	
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Other Reserve 2 Starting Balance								-						
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149 Mason Street													
. Total# 6	Units:	t⊙s⊅ Unes SS	Non-LOSSI Unto			Year 13			Year 14			Year 15	
	Г	100 0054 inc	20014 launae %	Comments		2031			2832			2033	
MCOIME Residential - Terrant Rents Residential - Terrant Rents Residential - Terrant Assistance Payments (Non-LOSF)		LOSP 10%	2.5%	[related to annual inc assumptions]	225.053	nan-LOSP	Total 325,053	LOSP 326 303	non-LOSP	Total 325303	231,587	non-LOSP	Total 331.58
Residental - LOSP Tenant Assistance Payments  Commercial Space	124.04	n/a n/a n/a	n/a n/a 25%		2.1.356.269 2.02.A	College of College	1,356,269	A.W. 12. V. 12	NATIONAL C	1,410,550 34,220	1 466 826	5769 773 S	1,469,82
Residental Parking Miscelantous Rera Income		25% 25%	25%		- :	:	:					:	
Supplifive Services Income Interest Income - Project Operations	2497	2.5% 2.5% 2.5%	25%		- 303	- :	403	453	<u> </u>	454	424		47
Launary and Vending Tenant Charges Miscetaneous Residental Income	Cienty.	25% 25%	25% . 25% 25%		1,345 589 2,421	÷	1,345 289 2,421	1.379 2/6 2.481		1 379 276 2 461	1.413 282 2543		1,41 21 254
Other Commerces Income	282	7/2	2.5%	Unknown Reserve Serson below, no	11 4 Tab 195	*4784F 11X*1		alebearing.	79574 1942			(Auto September 1987)	
Withdraviol from Capitalized Reserve (deposit to operating account of the Gross Potential fe	come	rdə		applicatio	1,695760	اخــــا	1,719,145	1742,412	<u> </u>	1,777,532	1,302,075		1,608,15
Vacancy Loss - Residential - Tenant Rents Vacancy Loss - Residential - Tenant Assistance Phytherits Vacancy Loss - Continential	_	בעז בעז	66	Enter formulus munusky per reseven MOH policy; avenuel incrementing excessly red exprepriete	(16,353	LILLED TRANSPORT	(16.253)	(16 -115)		(18,415)	(16.579)	100000000000000000000000000000000000000	(10,5)
EFFECTIVE GROSS IN OPERATING EXPENSES	COME			<u> </u>	1,849,507		1,702,853	1,726,997		1,761,216	1,726,497		1,921,57
Monagement Management Fee	terts a			Tot Year to be set according to HJJD	1				1		Τ	Γ	
Asset Management Fee	30.20	35%		Schildure Per MOHCD policy	22.6d6	:-	66 5t4 72 556	23 459	Ŀ	23,459 92,374	71.324 24.250 95,607	:	71,3 24.3
Sub-total Management Exp Salaries/Renefits Orice Salaries	enses	35%	3.5%	~	231 771		89,250 241,771	57,274 250,233		250.233	258 991	·	95,61 258.9
		35%	3.5% 3.5%		143 218	==	143 216 120 314	148 230 124,525	<del> </del>	148.230 124.575	153 418	-	153 4 128 B
Other Salanes Benefits Administrative Rent Fire Unit	-24) 	35%	3.5%	~	13 672	:	13.672	14,151	- :	14,151	11.616		14.0
Sub-total Sajarles/Be Administration	eneths				518,975		518,975	\$37,139		537,133	\$55,930		555,5
Advertisms and Markeling Office Expenses		35%	3.5%		5/ 036	- :	529 54 036	547 55 927	<u> </u>	547 55 927	567 57 885	- :	57.5
Office Rent Legal Excense - Property		35% 35% 35%	.35% 35% 3.5%		18 133 30 977	<u> </u>	18 133 20,977	18 767 32.061	Ė	18,787 32,031	19 424 33 183	=	19 4
Bad Debts		35%	3.5%		9 647	-	9,647 2,720	9 953 2.815	<del>- :</del>	9,834	10334		10,3
Aliscefaneous Sub-total Administration Exp	penses	35%	3,5%		128,142	<u> </u>	22,101 138,142			142,577		L :	23,6
Utilities Electrosity		35%	35%		134 260	<u> </u>	134 285	1,75,959		128,959	143 823	·	143.6
Water		35% 35%	3.5%		26.275		63.232 26.279	85,134 27 199	<u> </u>	85,434 27,199	67 725 28 151		. 57, 28,
Sewer Sub-local L	utilites	35%	35%		252,630	1	312,630	91,979 323,572	<del></del>	91 97 P 223,572	95 199 334,497		16. 334,
Taxes and Licenses Real Estate Takes (1971)	7/10/21	35%	3 5%		8 164 62 407		8 °60			8 445			8.
Payrol Faxes (25)	1000	35% 35%	3.5%	<u> </u>	52.600 2.761 63,021	<del>L=</del> :	52,802 2,267 63,028	54 44) 2,346 85,234	-	54,443 2,348 65,234		<del>L :</del>	50 2: 57.
Sub-total Taxes and Lis Insurance Property and Liabdity Insurance	Lenses	35%	1366	·	63,021 79 890		63,028 79,890	85,234 52,686		65,234		· · ·	n.
Property and Liability Insurance Excelly Bond Insurance Worker's Combenisation (INVISIONALIA) (INVISIONALIA)	Spiral	35% 35% 35%	35% 35%		79 890	-	79,890 106 23,213	100	·	102 74,025	113	1	24
Director's & Officers' Labitty Insurance Sub-total las:	urance	35%	3.5%		8.303 111,512		8303		1	115,415		Ŀ	112,
Maintenance & Repair Payrot		3.5%	3.5%	<u> </u>	131.463	т <u> </u>	131,463			135 064		1	140
Supples Contracts has garage a system of the contracts and the contracts are contracted as a contract of the c	1959	35% 35%	35%		29 01: 92 97:		29.013 96.975	30 038 102,430	-	30 028 102 439	31.079 106 074	- :	31, 108,
Garbage and Trash Removal Security Payrow Contract	·. ·.	35%	3.5%		23 52 276	<u> </u>	43.621 8,784	45 356 9 071		45 355 9 071	9.388		40 9.
HVAC Repairs and Mainlenance Vehicle and Mainlenance Equipment Operation and Repairs		35%	3.5%		37 02	<u> </u>	37 021	38 317	T	28.317	39 658	===	3.9
Misretaneous Operating and Maintenance Expenses Sub-lotal Maintenance & Repair Exp		35%	3.5%	1	30.22		379,278	31.279 292,553	-	31,279	32.374 406,297	<u> </u>	32. 406.
Supportive Services হ'ল ক্ষরত ক্ষিত্রত ক্ষিত্রত প্রকর্মন ক্ষেত্রত ক্ষরতার ক্ষরতার ক্ষরতার ক্ষরতার ক্ষরতার ক্ষ Commercial Expènses	1., 4-00.	3.5%	35%		an ar group	-	-	- entitioned	o latterosatante	-	Correlation		-
Band MotMonry Fee  Resplacement Receive Deposit Operation Reserve Deposit Operation Reserve Deposit Operation Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit	95046 40090 200			News and The entresse plyent approved by IAA+McLoome based on PHA	62,50		62 5.07	64382		04 363	86313		
Required Reserve Deposits Commercial Sub-total Reserves/Ground Lease Base Rent/Box	nd Fees			L	62,50	<del>,</del>	62,504	64,36	<del>,</del>	54,383	66.314	<u> </u>	66
TOTAL OPERATING EXPENSES (W Reserves/GL Base Re PUPA (W Reserves/GL Base Ren//Bon	d Fees)	d Fees]			1,675,32		1,675,323			1,722,640			1,754
NET OPERATING INCOME INCOME minus OP EXPENSES DEBT SERVICEMIUST PAY PAYMENTS That debt himor		ansì			(S.or	η -	27,570	[35 78 63c		27,570	(2) (7) (6)	j. •	. 27,
Hard Debt's First Lender (1972) 1977 1977 1978 1979 1979 1979 1979 1979	They Had L	.ender)		Enter comments re amount moreouse of c Enter comments re amount increase, etc.	27.57	. :	27.570	27.570	;	27,570	21.570	<del>  :</del>	27.
Hard Debt. Third Lender (Other HCD Program of other 3rd Le Hard Debt (HFourth Lender 1994)	ruger) : "	,		Enter comments to anythin increase, etc. Enter comments to available increase of					- :	-:		-	
Commercial Hand Debt Service TOTAL HARD DEBT SI	ERVICE	5		<u> </u>	27,57		27,570	27,570	S Line Common	27,570	27,576	140203403024	77
CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cosh Flow					(33,28	5) -	33,385	) (34,23 <u>x</u>	) ·	34,221	25,075		_ 35
WASCRION COMMISSIN SUPPLY TO LOPS HON LOSE 4/1852 AVAILABLE CASH FLOW	dual preb	me)			33,38	5 .	]	34 22			25 075	1 :	]
USES OF CASH FLOW BELOW (This tow also shows DSC USES THAT PRECEDE MONCO DEBT SERVICE IN WATER	CR.)			950	tr		<b>西海沿</b> 路	r <u>i</u>		というな	ń		2/2/68
"Below-the-line" Asset Mot Iee (uncommon in new projects, see	e bayey)	35%	35%	per IADHCO pelicy per IADHCO pelicy	1	<u> </u>			<u> </u>		<u> </u>	<b>E</b> ≕	=
Partnership Management Fee (see policy for irrits) Investor Service Fee Jaka "LP Asset Mgt Fee" (see policy for to Other Payments*, 1550-2550-2550-2550-2550-2550-2550-2550-	m(s)	[ ·	Graphet A	put MOHCD porky ne armuel mones e				Ι÷				<u> </u>	$\equiv$
Non-Smortizma Loan Pront - Lender 3 (2011) 1994 (1994) Non-Smortizma Loan Pront - Lender 2	Street			Enter comments re-emusi increase, etc.	+=:			<u> </u>	+ :		+==	1 :	±Ξ
Delerred Developer Fee (Enler aim Kr. 142x Fee from 10w 121) • TOTAL PAYMENTS PRECEDING					<del></del>				-L	ـــــــــــــــــــــــــــــــــــــ			
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PI Does Project have a MOHCD Residual Recept Obligation?			CD) Yos		٦	0) .	(4	7	· ·			. , .	
Wil Project Defer Developer Fee? Residual Receipts spit for all years Lender/Owner			No 57% /339		4								
					٠ لـ								
MONCO RESIDUAL RECEIPTS DEBT SERVICE			Dist. Soft Debt Loan					·			~		,
MOHCD Residual Receipts Amount Dua			100,000	Affords on per pro rate shall of all son, deal fours, and MONGO residual recorpts pakes				1					
Proposed MOHCD Residual Receipts Amount to Loan Renz Proposed MOHCD Residual Receipts Amount to Residual G	round	1		Proposes Total MCHCD And Duelies Ltm			==	1		E	티 .		
NON-MOHED RESIDUAL RECEIPTS DEBT SERVICE		J .		Represent	لـ		<u> </u>	7		<u> </u>	ا		Ц.
Lender 4 Residual Receipts Amount Due	=	}	0.001		3		-	7		E :	3		F
Lender 5 Residual Recepts Due Total Non-MOHDD Residual Receipts Debt	Service	]	0.00	4	J			J		-	J		
REMAINDER (Should be zero unless there are distribution below)													
Owner Distributions/Incentive Management Fee Other Distributions/Uses		}			7			7			٩		
Final Balance (should be zero)		-						_		<u> </u>	_		h
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Stansing Balance		]		AL OF MICEOIS	7		31,87	7		73.36	<u> </u>		
Replacement Reserve Deposits Replacement Reserve Withdrawals (closely sed to CNA)				Hust and 3% increase ply our expressed by Who based on PNA antiopeted discot Books on PNA acted to 4 Emery Exa	4		16,65			64,34 35,37			
Replacement Reserve Interest  RR Running 1	Bejance	1	•	Anticopied 1'4 efforestrate .	J		1,67	<u> </u>		2,19 110,57	4		<u></u>
OPERATING RESERVE - RUNNING BALANCE				KR Batun :oAV	n¢		51,41			\$1.97	4		1
Operating Reserve Starting Babrice Operating Reserve Deposits		-		As of 1/1/2019	_		267,93	4		357,53	3		36
Operating Reserve Withdrawals Operating Reserve Interest		1			_			1			_		E
OR Running	Balance		OR Babass	as a % of Prior Yr Op Exps + Dett 1 erve	se		367,53 22.31			2f d			. 36
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE Other Reserve 1 Stirring Balance Other Reserve 1 Deposits		}			7		<u> </u>	7			∃		
Other Reserve 1 Wendrawats Other Reserve 1 Interest		1			7		<u> </u>	7			7		
Other Required Reserve 1 Rimning	Belance	7			_		•	_		-			

MOHCD Protorna - 20 Year Cach Fic

Tota	LOSP	Non-LOSP Unts										
56	55	f			Year 10			Year 11			Year 12	
	100 005	0.00%			2028			2029			2030	
	Inc	% aboutal	Comments					T			1	1
MCOME .	LOSP	Increase	(related to annual (no assumptions)	LOSP	non-LOSP	Total	LOSP	non-LasP	Total	LOSP	non-LOSP	Total
Other Reserve 2 Starting Balance	}					-						
Other Reserve 2 Deposés	]				1	-	l.					
Other Reserve 2 Withdrawals	]											
Other Reserve 2 Interest	}		2000 - 2 2000 2						Martheur, pr.			40.00
Other Repulred Reserve 2 Running Balance						-			-			-

149 Mason Street		Non-LOSP										
Fotal # Units 54		Units			Year 15			Year 17			Year 18	
24	100 005				2534			7035			2035	
NCONE	inc LOSP	% annual Increase	Comments (related to annual inclassump ions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residental - Tenant Rents Residental - Tenant Assistance Poyments (Non-LOSP)	10%	7.5%:-	200 20° 200 1	334,502	- :	334,902	339 251		238.251	341 634		341.634
Residential - LOSP Tenant Assistance Payments and Tenant Assistance	n/a	rVa		Si1,525 (4)	25 75 78	1,525 141	1 545 576	Congress of the	1 585,578	1.678 206	a ort	1,615,226
Commercial Space Residential Parking	25%	2.5%		20 1.04 37.06	4 15 15 13	25,952	na managa	75	36,651	1 30,000.1 11.	200 1 20 100	37,772
Miscetaneous Rent Income Supported Services Income	2.5%	25%		<del>-</del>		· · · ·	:	<del>-</del> -	- :		<u>-</u> -	<del>- :</del>
Interest Income - Project Operations Laundry and Vending	25%	2.5%		1,13		1,449	345 1-25	<del></del>	145 1465	356 1,523	:	456 1 522
Terrant Charges	2.5%	2.5%		290		290	2P7		297	304		304
Lisselaneous Residental Intome Other Commercial Income	25% n/s	2.5% 2.5%		2 607	acosto sy	2 907	2672 2526-075	N TOT LOW	2,872	2,739	251 4 74	2 738
Windrawal from Capitalized Reserve (deposit to operating account)	n/s	nts	Unit from Reserve Section selow, as applicable									
Gross Potential Incom Vacancy Loss - Residential - Tenant Rents	n/a	r√z	Enter formates marked year relevant MOH	(16 745)	г <del></del> -т	1,505,776	1.928,727 (18 912)	<u>-</u> -	1,955,578	1,99-1,861 (17 082)		2,832,633
Vacancy Loss - Residential - Tenant Assistance Payments Vacancy Loss - Commercial	rva rva	N3 N3	poécy, annual incrementing usually t et appropriate	VES. 945-51	1221017937		COVE CHAN	45 90 35 6		20072	a continu	-
. EFFECTIVE GROSS INCOM				1,548,078		1,984,031	1,911,814		1,548,665	1,977,779		2,015,552
OPERATING EXPENSES Management												
Management Fee	3.5%	3.5%	ist Year to be set according to HUD selvature.	73.823		72,523	75,306		78.408	79 DB f	_	79,061
Abset Management Fee State of the Control Management Expense	35%	3.5%	bet MOHED basel	25 130 98,951		25,130 36,353	26 010		26.016	26 \$20 105.001		28,900
Salaries/Benefits												
Office Sobines Mahager's Solony	35%	35% 35%		268 056 158 788	- :	268,058 158,788	277,438 161,345		277 438 184 345	287 148 170 098		267,148 170 098
Heath his urance and Other Benefes Other Sabhes/Benefes 25	35%	35%		123 295		130,395	138,003		128 063	1-52 596	<del>-</del> -	142,698
Administrative Rent-Free Unit	3.5%	35%		15 159 575,397	L:-l	15,159 575,397	15.689 592.336	<u>÷</u>	15 68P 595,53F	16.220 816.280		18,208
Administration	35%	35%				ž64	100		607	679		628
Adventising and Marketing Orice Expenses	35%	3,5%		50 910	- :	59,910	67,007		62,007	64,178		84 178
Office Rend Legal Expense - Property	3.5%	35%		20 104		20,104	20.608		20,808	L	<del></del>	21,536
Audt Expense Bookkesping/Accounting Services	35% 35%	35%	·	33 345 10,695	-	34,345 10,895	35,517 11,070		25,547 11,070	35 791 11,457		38,791 11,457
Bod Debts	35%	35%		3.016	-	3.010	3 121	:	3121	3 230		3.230
Miscellangous Sub-lotal Administration Expense	35%	3.5%	L	153,160	<u> </u>	24,504 153,193	25.361 158,521	<del></del>	25.3¢1	26.249 164,069	<del></del>	28 74P 164,063
Utilities Electricity	35%	3.5%	·	148 556		148 850	154 004		154,068	159 459		159,459
Water Gas	35%	35%		70 UPS 29 136	-	70 095 29 130	72.548		72,548	75 037		75,057
Sewet	35%	3.5%	İ	P6 531		98,531	101.979		30,158 101,979	105 548	:	31,211 105,548
Taxes and Licenses	s			348,618	•	346,618	354,750	-	350,750	371,306	•	371,300
Real Estate (Takes 1997)	35%	35%		50.77	F :	9.047 58.321	9,361		9 364 en 352	9 691	·	9 691
Mistelaneous Toxes, Licenses and Permas	35%	3.5%		2,513		2,513	2 601		2,801	2657		2,692
Sub-lotal Taxes and idense Insurance	x			69,380		63,880	72,326		72,326	74,858	-	74,550
Property and Lisbity Insurance Fridelyy Bond Insurance	3.5% 3.5%	35%		88.576		88,576	91 576 121		91,878 121	p./ 98.1 125		94,894
Worker's Comple history Edit That Accept the Light style of the S	35%	3.5%		25 737		25 737	26 637		28,837	27 570		27,570
Director's & Officers' Lability Insurance Sub-total Insurance	35%	35%	·	122,636	<u> </u>	9 208 123,636	127,962	· ·	9,578	132,447	<del>:</del>	132,442
Maintonance & Repair Payrot	35%	3 5%		145 755		145,755	150 357		150,657	156 137		156,127
Supplies that a matter of the deviate person experience for	35%	3 5%		32 167		32,167	33 293		33.293	31 459		34,458
Comments And Trach Removal	3.5%	3.5%		109,735 49,585	<u> </u>	109,735 48 585	113 57d 50 286	:	113,578 58 288	117,551 52046		117 551 52 048
Security Payro NControl 18 Control 19 Contro	35% 35%	35%		9 717		9,717	10 057 42 483	- :	10 057	10 409	:	10 409
Vehicle and Maintenance Equipment Operation and Reports	35%	3.5%			-					· ·		Τ :
Miscelaneous Operating and Magnenance Expenses Sub-total Maintenance & Repair Expense	3.5%	3 5%		33.507 420,513	<u></u>	23.507 429,513	34 680 426,730	<del></del>	34 660 435,230	35 894 450, 164	<u> </u>	35,594 450,464
Supportive Services #25 Will PROPERTY TO MAKE #2014 A 2014	35%	35%		T : -		I			T .			Ι :
Commercial Expenses		762-938-937-73	L	1,405,000,00	वैश्वतंत्र अवस्थित्	<u> </u>	SNOOTSERVAN	magnetical.	l	3.8759 m.C+	water to be	
. TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent/Bond Fee	4)			1,708,157		1,786,157	1,850,742	-	1,850,742	1,215,512	•	1,915,518
Reserves/Ground Lease Base Rent/Gond Fees Ground Lease Base Rent	,					,			·	,		
Bond Montorny Fee	ゴ				<u> </u>		<u> </u>	<u>:</u>		-		<u> </u>
Replacement Reserve Deposit	3		Nust and 3% increase plyer approved by IAke McLouve based on PHA	68.303	<u> </u>	66,302	70.352		70 352	72 162		72 482
Operating Reserve Deposit For Applications of the Republic Reserve 1 Deposit For Application (APPLICATION OF APPLICATION OF AP	4				<del> </del>	<del></del>	÷	<u> </u>	<del>  - :</del>	<del> </del>		<del> </del>
Other Required Reserve 2 Deposit Required Reserve Deposit/s, Convincion	7			-		-		-			-	-
Sub-total Reserves/Ground Lease Base Rent/Bond Fed	<u>-</u>			64,304		£8,304	70,753		70,353	72,460		72,463
TOTAL OPERATING EXPENSES (W REserves/GL Base Rent/ B	nd Fees)			1,856,465	•	1,856,481	1,921,095	•	1,321,095	1,987,982		1,507,583
PUPA (w/ Reserves/GL Base RenvBand Fed HET OPERATING INCOME [INCOME minus OP EXPENSES)	•)			\$ 10 pt 100 pt 1	j	27,570	以次次[0,28]		27,570	5117 (re202)		27,570
DEBT SERVICE/MUST PAY PAYMENTS (Thard debt immortized Hard Debt Stast Lender - William 1997)	(enco				,		,——					-
Hard Debt - Second EenderijHCD Program 0,42% pyrd, or other 2n	Lender)		Enter comments re annual increase exc. Enter commenture, annual increase, etc.	27,570		27,570	27,570	<u> </u>	27 570	27,570	- :	27,570
Hard Debt - Third Lender (Other HCD Program, of other 3rd Lender) Hard Debt - Fourth Lender (1995) (1995) (1995) (1995)	4.		Enter commentate armus monate, etc.	+-:	<del> </del>	<del>                                     </del>	-	<del>  :</del>	<del> </del>	+-÷		<del> </del>
Convergal Hard Oeb/, Service TOTAL HARD DEBT SERVICE	1			AU (17075ANS) 27,510	( 10 to 10 t	27,570	21.570	ESDAY (1994)	27.579	27,570	92000000	27.570
CASH FLOW (NOI minus DEBT SERVICE)	•			77,570		21,510	(38,851		27,570			27,570
Commercial Only Cash Flow			•			35,552			36,631			37,77
AVAILABLE CASH FLOW	come)			35 952		٠ ل	35 BS1	<del></del>	٦ ،	37.772	<u>:</u>	١.
USES OF CASH FLOW BELOW (This town is a shows DSCR.)			DSCA	t:		60.7287			#36641.5-Y	6		TENER OF
USES THAT PRECEDE MONCO DEBT SERVICE IN WATERPAL "Bekw-the-ine" Assel kigi fee functions in new projects, see polici	0 35%	35%	ан монсоричу		I	<b></b>	<u> </u>			·		
Partnership Management Fee (see policy for limits)  hivestor Service Fee (aka "LP Asset Mot Fee") (see policy for limits)	35%	35%	asi MDHCD priky	+-:	+		<del>-</del>	<del>-</del>		<del> </del>	= :	+
Other Payments: 57 100000000000000000000000000000000000	-		Ener comments to average monage etc.		J ==		-	-		<u> </u>	-	Ţ
Non-amortizing Loan Print - Lender 2	1		Enter comments to avoid moresta, etc.	<del>  :</del>	<del> </del>		<u> </u>	<u> </u>	1	<b> </b>	<u> </u>	1
Deterred Developer Fee (Enterprise Chias Fee Immirow 33) 12:70  TOTAL PAYMENTS PRECEDING MONO				<del></del>	٠	1	<u>.</u>	1 ·			<u> </u>	ــــــــــــــــــــــــــــــــــــــ
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECE		(CD)			-							
Does Project have a MOHCD Republial Recept Obligation? Will Project Defer Developer Fee?		Yes		7 .								
Residual Receipts split for all years, - Lender/Owner		67% /33%		7								
			L	ب.								
MOHCO RESIDUAL RECEIPTS DEBT SERVICE		Dist. Son										
J	٦		Absorber per pro tale share of all set orbit			Γ	1			7		
MOHED Residual Receipts Amount Due Procesed MOHED Residual Receipts Amount to Loan Repsymer	Н	100 005	louns, and MOHCD resound techniques source				1			4		<u></u>
Proposed MOHCD Residual Recepts Amount to Residual Ground	٦	1	Proposed Total MOHCO Ami Duelie's Lou	키		°	1			1		-
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE			Resprent	_		<u></u>	1		L	_		L
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE HCD Residual Receipts Amount Due	7	0.00	No HCD Financing	7		F	7	*	·	7		
Lender 4 Residual Recepts Que Lender 5 Residual Recepts Que	1	0 000	<u></u>	j		<u></u>	1		<u> </u>	1		<u> </u>
Tatal Non-MOHCD Residual Receipts Debt Servi	:e											
REMAINDER (Should be zero unless there are distributions below)										,		
				7			1		·	딕		
Dwner Distributions/mientive Management Fee	7					·	1		<u> </u>			L
Owner Distributions/Intentive Management Fee Omer Distributions/Uses Final Batance (should be zero)	3											
[Direct Distributions Auses Final Basance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE	3						_					
[Direct Optionnois/Lises Final Balance (should be zero)  REPLACEMENT RESERVE - RUNNING BALANCE Rediscement Reserve Stating Balance	3 7		As of VITIZD19 NUTL to 6 3 7% increase plyrain approved by	7		176,834	7		245,13	٦		315,48
Come Ogitemonistuses Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE Reptacement Reserve Saving Balance Reptacement Reserve Deposas	3		Muct act 3% incress plyear approved by Mike bosed on PNA and pasked dottel	]		176,834 68,300	]		245,131 70,35	٦		315,48 72,46
[Oner OstrounostAsses Final Blastace (Schwelf be kere) REPLACEMENT RESERVE - RUNNING BALANCE Replacement Researe Spring Bahance Replacement Beseare Deposes Replacement Researe Ostrogos Replacement Researe Depose Replacement Researe Division Replacement Researe Division Replacement Researe Division			Nucl and 3% increase plyens approved by			68,300	]		70,35			72,46
Come Optionsmont/Lass   Final Bilance (Should Bn Azero)   Final Bilance (Should Bn Azero)   REPLACEMENT RESERVE AUUNING BALANCE   Replacement Reserve Storing Balance   Replacement Reserve Deposes   Replacement Reserve Windowski (dealy stid to CNA)   Replacement Reserve Vindowski (dealy stid to CNA)			Must add 3% increase plyes represent by Mike bound on PNA end sparked diction Based on PNA schedule & Emoro Exp	2							•	
DINE ODITION ORGANISATION OF THE STATE OF TH			Nurs and 3 % increasingly are suppressed by Man bound on PMA schooled distall 8 Eard on PMA schooled & Emoro Exp Anacopined 1% interestings RR Babin 2007	*		245,137 34,377	]		70,25; 			72,46 - 387,95 16 92
Comer DetroumentAlies Final Balance (Abvoll 6 h Arra) REPLACEMENT RESERVE - RUNNING BALANCE REplacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes OFERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE SUPPLIES OPERATING RESE			Nurs and 3% increase plyes to provid by Make based on Phile and peaked destell Bessed on Phile schedule I Emora Exo Anacopated 1% interestings	M		245,137	]		70,25			72,46
Core OstrounonAlses Find Blastner (khowlé ha kero) RPPLACE/MENT RESTRUE - RUNNING BALANCE RESISTEMENT RESTRUE - SUNNING BALANCE OSTEMENT RESERVE - RUNNING BALANCE OSTEMENT RESTRUE - RUNNING BALANCE OSTEMENT RESERVE - RUNNING BALANCE OSTEMENT RESTRUE ION BALANCE OSTEMENT RESTRUCTION B			Nurs and 3 % increasingly are suppressed by Man bound on PMA schooled distall 8 Eard on PMA schooled & Emoro Exp Anacopined 1% interestings RR Babin 2007	M		245,137 34,277			70,35; 315,495 35 E14			72,46 387,95 38 92 367,93
Cover DatesanonAlaes Finol Balance (knowlé pa zero) REPLACEMENT RESERVE - RUNNING BALANCE RESSenement Réserve Studies Balance Replacement Reserve Dates Replacement Reserve Middawsh (seakytud to CNA) Replacement Reserve Interest  AR Runaling Balan OPERATIVE RESERVE - RUNNING BALANCE Operative Reserve Stando Shore		OR Bolone	Nurs and 3 % increasingly are suppressed by Man bound on PMA schooled distall 8 Eard on PMA schooled & Emoro Exp Anacopined 1% interestings RR Babin 2007			245,137 34,377			70,25; 			72,46 - 387,95 16 92
Come DatesanonAlaes Final Balance (Abrell & Pare) RPPLACE/REPT RESERVE - RUNNING BALANCE Reptacement Reserve Studies Balance Reptacement Reserve Dagons Reptacement Reserve Windowski (dealy lied to CNA) Reptacement Reserve Interes  AR Running Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE  OPERATING RESERVE BALANCE  OPERATING RESERVE BALANCE  OPERATING RESERVE BALANCE  OPERATING RESERVE BALANCE  OPTHER REQUIRED RESERVE 1 - RUNNING BALANCE		OF Bobroo	Wist, 186 3% interes by June 1997ex-19 by Make Basked on PHA Windowsh of edition (Basked on PHA Windowsh of edition (Basked on PHA Windowsh of Emore Exhaustee of 1% interest price  RR BabbaseAu As of M10019		٠	245,137 34,277 367,532			70,25: 315,485 35 E14 367,53:			72,46 387,95 36 92 367,90
Come ContenuntsAles Final Balance (Ahvell & Paire) REPLACE/REPT RESERVE - RUNNING BALANCE RESISTENCE RESERVE - RUNNING BALANCE Replacement Reserve Deports Replacement Reserve Print or AR Reading Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE 1 SOME BALANCE		OR Bolince	Wist, 186 3% interes by June 1997ex-19 by Make Basked on PHA Windowsh of edition (Basked on PHA Windowsh of edition (Basked on PHA Windowsh of Emore Exhaustee of 1% interest price  RR BabbaseAu As of M10019			245,137 34,277 367,532			70,25: 315,485 35 E14 367,53:			72,46 387,95 36 92 367,90
Come Contenunts/Les Final Balance (Ahvell & Paire) REPLACE/MENT RESERVE - RUNNING BALANCE REPLACE/MENT RESERVE - RUNNING BALANCE Replacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes Replacement Reserve Deposes GRAF Reserve Barrer  OPERATING RESERVE - RUNNING BALANCE Operating Reserve Station Balance Operating Reserve Deposes Operating Reserve Wardsways Operating Reserve 1 Somet Reserve 1 Committee Reserve 1 Deposes Operating Reserve 1 Deposes		OF Bobres	Wist, 186 3% interes by June 1997ex-19 by Make Basked on PHA Windowsh of edition (Basked on PHA Windowsh of edition (Basked on PHA Windowsh of Emore Exhaustee of 1% interest price  RR BabbaseAu As of M10019			245,137 34,277 367,532			70,25: 315,485 35 E14 367,53:			72,46 387,95 36 92 367,90
Come ContenuntsAles Final Balance (Ahvell & Paire) REPLACE/REPT RESERVE - RUNNING BALANCE RESISTENCE RESERVE - RUNNING BALANCE Replacement Reserve Deports Replacement Reserve Print or AR Reading Balance OPERATING RESERVE - RUNNING BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE BALANCE OPERATING RESERVE 1 SOME BALANCE		OR Balunce	Wist, 186 3% interes by June 1997ex-19 by Make Basked on PHA Windowsh of edition (Basked on PHA Windowsh of edition (Basked on PHA Windowsh of Emore Exhaustee of 1% interest price  RR BabbaseAu As of M10019			245,137 34,277 367,532			70,25: 315,485 35 E14 367,53:			72,46 387,95 36 92 367,90

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MOHCO Profesino - 20 Year Cash Flor

Tota	LOSP	Non-LOSP Units										
5¢	.55	1	i i		Year 13			Year 14			Year 15	
	100 0010	000%			2031		}	2032			2033	1
	ln⊂	'k annual	Comments					T			T	
NCOME	LOSP	incresse.	(related to annual Inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Oner Reserve 2 Stating Balance			*			•			-			
Other Reserve 2 Decos45	]					-	1					-
Other Reserve 2 Withdrawals	}		and the same of the same of the same of	1		1. 1. 1. 1.						
Other Reserve 2 Interest	]						]					44 67 7 2 40
Other Remitred Reserve 2 Running Balance												

Total 4 Units:	Une	Links								
	100 00%	0.00%			Ye⊃r 19 2037		Year 20 2038			
(COME	Inc LOSP	% annual Increase	Zenemants (enoin, muzec on Scunna of Doscies)	LOSP	non- LOSP	Total	LOSP	LOSP	Total	
esidential - Tenani Rents issidential - Tenani Assistance Payments (Non-LOSP) (a. 1957) (1882)	1 0 % n/a	25% r/a		345 050		345,060	348.501	·	348	
esidential FLOSP Tenant Assistance Payments assumtante makes	בלה	t√a		1,713 107	September 1	1,713,107	":1 7t0 361	100.4	1,780	
ammetral Space esidental Parking	n/a 25%	25% 25%		01825-0673		36,717	3111.45	2.00	39	
iscelaneous Rent Income upponive Services Income	25% 25%	25%						:		
terest Income - Project Operations	2.5%	25%		-166		465	750			
enant Charges	25% 25%	25%		1,540		1,560	1,599 320			
liscellaneous Residental Income	25%	25%		2.007	P. Jarring Mary	2.897	2.878	771 9 Se ¥602-1	_2	
der Commercial Income	n/s	i i	unk rom Reserve Section below, as	* TO LOSA NOT	12 174 (032)62		Se C 4-95	740,004		
(gidra val from Capitalzed Reserve (deposit to operating account)  Gross Potential Income	n/a	n/a	optok	2,047,305	اب-	2,102,021	2,134,138	<u> </u>	2,173	
aroncy Loss - Residental - Teram Rents aroncy Loss - Residental - Tenant Assistance Provincials	n/a		nter termutas manually per (electar 1 MDH avey, annual incommenting usually ned	(17,253)	·	(17,253)	(17.425)		(17	
EFFECTIVE GROSS INCOME PERATING EXPENSES	n/a n/a	n/a n/a	pproprie	2,846,052	**************************************	2,094,763	, 2.114.713	eserve in	2,106	
hangement 기계 기계	35%	25%	IST Year to be set accurating to HUE schedule set MOHCD palsey	£1,548 27,852		81,548 27 862	84 713 26 838		8.c 25	
Sub-fotal Management Expenses	324	1	of contact party	109,711		109,711	113,551		113	
alarios/Benefits Mice Satinesses	35%	35%		297 195		297,198	307.600		307	
anager's Salary	35%	35%	··-	176 051	_==	176.051	182.213		182	
eath insurance and Offer Benetis  ther Satures Benefits  ministroste Remittee and	3.5%	. 35%		147.897	÷	147.597	-			
dminstrobye Rem Fice alod Sub-total Salaries/Benefits	3,5%	35%		16.807 637,953	<u>:</u> -	18,807 637,953	17.395 560,2#1	لتسا	17	
dministration										
thenising and Marketing	3.5%	35%		66 424		650 65 434	673 48 749	· ·	68	
fice Extrasés rice Rent	35%	35%								
eoal Expense - Property udt Expense	3.5%	35%		22,290 38,079	· ·	22,220 38,079	23.070 39.411		23	
ookkeepmo/Accounting Services	3.5%	35%		11,256		11,653	12,273		12	
ad Debts	3.5%	35%		27,188		3,343 27,185	25,119		21	
irzceś <u>ańcous</u> Sub-lotal Administration Expenses	, 2011			169,812		169,812	175,755		175	
Hittles Dectropy 6 may 6 may 6 may 2	35%	354	<del></del>	185 040		165 040	170 516	<del></del>	170	
Valer .	35%	35%		77,715		77,715	80.435		85	
ias iewer	35%	3.5%		32,304 109,243		22,334 109,243	33,434 113,066	<del> </del>	110	
· Sub-total UBilder				384,302	·	384,302	207,752		39	
axes and Licenses (eal Estate Tates (1997) (1997)	364	35%		1 40.020		1 10000	10.75		10	
Sprit Taxes Could be a control of the control of th	35% 35%	35%		10,030	:	10 030 64 661	65 923	<u> </u>	- 5	
occetapeous Tares Licenses and Permits Sub-lotal Taxes and Licenses	3,5%	35%		2.726		2,786			,	
surance						77,478				
raperty and Liabity Insurance	3.5%	3.5%		95,205		98,205	101.643	<b></b> -	10	
detry Bond Insurance Antere Compensation (1996) (1997) (1997) (1997)	3.5%	35%		28 533	:	136 28,535	135 29.533	<u> </u>	2	
rector's & Officers' Lobsky insurance Sub-total incurance	35%	35%		10 207		10 207	10 564			
Sintenance E Repub				137,077	•	137,077	141,875	-	14	
Toryc	35%	3.5% 3.5%		181,602 35 684	·	161,602	167,258		18 3	
Sintraicts(Mar. Co., 1985) And Collection of the Section of the Market	35%	3.5%		121,666		25.604 121.666	36.912 125.924	[	12	
a/bage and Trash Removal	35%	35%		53 £67 10 773		53 667	55.753 11.151	<u> </u>	5	
ecurey Payrel/Contract (02.74.8/ 2014) 1979. VAC Repars and Mawtenance	35%	3 6%		45,500		10 773 45 505	47 101	<del>                                     </del>	4	
whicle and Maintenance Equipment Operation and Repairs	35%	35%		27.450		-	-	· ·	Ι.,	
iscelaneous Operating and Maintenance Expenses Sub-lotal Maintenance & Ropalr Expenses	35%	35%		37, 150 466, 230	<u> </u>	37,150 466,230	28 250 482,548	<del></del>	48	
upportive Services / FERRAL PROPERTY OF A TOTAL PROPERTY IN THE		3 5%					Τ		Γ	
ommetcial Expenses	<del>]</del>	40000 park		:#F0860000	Alekoga a	<u> </u>	ps-477/2/07p-	elma" fara:		
OTAL OPERATING EXPENSES PUPA (w/o Reservat/Gi, Base Ren/Bond Fees Reservat/Ground Lease Base Ren/Bond Fees popyrd Lease Base Ren/Bond Fees	)			1,562,561		1,382,561	2051,961		2,05	
Bond Montoring Fee	H		Must add 3% morease pyrew apino eaby	+		<u> </u>	+	<del></del> -	<del> </del>	
Replacement Reserve Deposit  Operating Reserve Deposit	3		MAe Midusone based on PNA	74,636	-	74 635	76 675	+-:	- '	
The Hequied Reserve 7 Depose Think Commission of the Property of	₹			· ·		·	1		ļ_	
Other Required Reserve 2 Deposit Required Reserve Depositis, Commercial	j			<u> </u>		<del>-</del>	1			
Sub-total Reserver/Ground Lease Base RenVBond Fee	-		•	74,637	•	74,637	75,575		7	
OTAL OPERATING EXPENSES (w/ Reserves/GL Base Ren/ Bo PUPA (w/ Reserves/GL Base Ren/Bond Feet	id Fees)			2,057,199	-	2,057,155	2,128,827		2,12	
NET OPERATING INCOME (INCOME minus OP EXPENSES)				\$15,117,147		27,570	ः स्योतः	á -	2	
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt famoritized )	oans}			,		,	,——		,	
Land Debt First Lender (MAD Program 0 42% pyrit is lighted and	Eender)		Enter comments to proceed increase, etc.	27,570		27,570	27,570	1	<del> </del>	
lard Debt. That Lender (Other HCD Program, or, other 3rd Lender);	4		Enter comments re, arrived increase, etc.	ļ .		·	·	1	_	
Hard Debt & Fourth Yenders (1993-1997) in an accessored the Policy of Commencial Hard Debt Service	1		Emar comments to available sets	ES SECT.	2834254587	<del></del> :	**EP30#0	Carrier Co.	<del>                                     </del>	
TOTAL HARD DERT SERVICE	Ĩ			27,570	-	27,570	27,570	-		
(GIAL HARD DEB! SERVIC							[39,685			
CASH FLOW (NOI minus DEBT SERVICE)				(38,717				9 -	^	
CASH FLOW (NO! minus DEBT SERVICE)  Commercial Only Cash Flow	Örne <sup>1</sup>			38.717	' ·	(ול,פנ [		9 - it -		
CASH FLOW (HOI minus DEBT SERVICE) Commercal Only Cash Flaw TABLEDED BY COMMERCAL SUPPLIED TO PSING RECORD (FEBRUAL INC. AVALABLE CASH FLOW	örne)			38,717		ָרָר נ	35485	n -	]	
CASH FLOW (NOI minus DEBT SERVICE)  Commercial Only Cosh Flow  Cashocide in Commercial Surplish (FLOPS Minist LOSE) (rébidiál Inc.  AVALABLE CASH FLOW  USES OF CASH FLOW BELOW (This Inw also shows DSCR.)	ôme)		DSCA	(0)		aouv.	35485	9 - 51 :	]	
CASH FLOW (NOI Minus DEBT SERVICE)  Commercial Chyl Cash Flow  ACAGEM (STEAM CONTROL CASH FLOW  AVALABLE CASH FLOW  AVALABLE CASH FLOW  LISES OF CASH FLOW (This raw size shows DSCR.)  LISES THAT PRECEDE MOHED DIBT SERVICE BY WATERFALL  LISES THAT PRECEDE MOHED DIBT SERVICE BY WATERFALL  LISES THAT OF THE METER CONTROL OF THE SERVICE BY WATERFALL  LISES THAT OF THE METER CONTROL OF THE SERVICE BY WATERFALL  LISES THAT OF THE METER CONTROL OF THE SERVICE BY WATERFALL  LISES THAT OF T	•	35%_	per MOHCD policy	(0)		ָרָר נ	35485	9 - 51 - 7 -	]	
CASH FLOW (NOI minus DEBT SERVICE) Commenced Chill Cash Flow Acadeling in Commenced Child Service (Service) Acadeling in Commenced Child Service (Service) LISES OF CASH FLOW BELOW (This pervice) Annon DEBTA, LISES OF CASH FLOW BELOW (This pervice) Annon DEBTA, LISES OF LAST PRECIDE IN MONEY DEBTA SERVICE B WANTED LISES THAT PRECIDE MONEY DEBTA SERVICE B WANTED LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDE MONEY DEBTA LISES THAT PRECIDENCE	•	35%	per MOHCD paloy	(0)		ָרָר נ	35485	5 :	]	
CASH FLOW (NOI Infows DEBT SERVICE)  Commission Only The Management of Supply State (DOPS) Institution of Available CASH FLOW  AVAILABLE CASH FLOW  (This naw also shows DSCRL)  ISSES THAT Y RECEDE MOHEOUT SERVICES WITH THE SERVI	1) 35%	35% 35%	per MOHCD policy per HOHCD policy per HOHCD policy no servicel socres so	(0)		ָרָר נ	35485	9 -	]	
CASH FLOW (NOI minus DEBT SERVICE)  Commercial Chyl Cosh Plaw  Application (5 cosh Plaw  Application (5 cosh Plaw  AVALABLE CASH FLOW  AVALABLE CASH FLOW  LISES THAT FRECEDE MOHECU DIBT SERVICE BY WATERFALL  TO SERVICE BY WATERFALL  Flow-Plank Fac Service By the Flow play for invest District, see Dots  Plannerho Namacement Fee (see play for invest)  Dots (5 prement) (5 cosh The Seat Might (see play) for invest  Dots (5 prement) (5 cosh The Seat Might (see play) for invest  Dots (5 prement) (5 cosh The Seat Might)  Dots (5 prement) (5 cosh The Seat Might)	1) 35%	35% 35% 35%	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		ָרָר נ	35485	) - - - - - - - - - - - - -	]	
AS H. F. DY (HO I minus DERT SERVICE) Generational Doy. On the Principle of the Service of the S	35%	3.5% 3.5% : SNenttion	per MOHCD policy per HOHCD policy per HOHCD policy no servicel socres so	(0)		ָרָר נ	35485		]	
LASH FLOW (HOI minus DEBT SERVICE) Commercial Chiy Cash Flux Accides in Commercial Chiya (1908) Accides in Commercial Chiya (1908) AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH FLOW AVALABLE CASH AVALABLE CA	3.5%	3.5% :	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		16375.0	3 P d s : 4		]	
ASK FLOW (NOI minus DEBT SERVICE)  Commercial Chyl Cash Flow Application of Commercial Chylinia (Cash Flow Application of Cash Flow Application of Cash Flow Application App	3.5%	3.5% : 	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		ָרָר נ	3 P d s : 4		]	
CASH FLOW (HOI minus DEBT SERVICE)  Commenced Child Cosh Policy  Commenced Child Cosh Policy  Commenced Child Cosh Policy  Wash Service Cosh Policy  USES OF CASH FLOW  USES OF CASH FLOW BELOW (This provide or horse DSCR), Justee The Frenches Wash Service B with	3.5%	3.5% :	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		16375.0	3 P d s : 4		]	
CASH FLOW (HOI minus DEBT SERVICE)  Commenced Child Cosh Policy  Commenced Child Cosh Policy  Commenced Child Cosh Policy  Wash Service Cosh Policy  USES OF CASH FLOW  USES OF CASH FLOW BELOW (This provide or horse DSCR), Justee The Frenches Wash Service B with	3.5%	3.5% :	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		16375.0	3 P d s : 4		]	
ASN FLOW (MOI minus DEBT SERVICE)  Commissed CM, Cash Flow  Commissed CM, Cash Flow  VALABLE CASH FLOW  SESS OF CASH FLOW  SESS OF CASH FLOW BELOW (This provide or hove DSCR), is seen as the commissed of the commissed CM, and the commissed CM	3.5%	3.5% :	ger MOHCO policy par MOHCO policy par MOHCO policy par MOHCO policy no annual entropiso Enter comments to contail instrates and	(0)		16375.0	3 P d s : 4		]	
CASH FLOW (NOI minus DEBT SERVICE) Commercial Chip Cosh Fluir Ashocides in Commercial Chip (Section 1) Ashocides in Com	3.5%	3.5% : 3.	ger MOHED petry per HOHED petry per HOHED petry per HOHED petry per HOHED petry petrologist per served petrologist Each germenphile, second notices, etc. Control petrologist is social notices, etc.	(0)		16375.0	3 P d s : 4		]	
ASN FLOW (MOI minus DEBT SERVICE)  Commissed CM, Cash Flow  Commissed CM, Cash Flow  VALABLE CASH FLOW  SESS OF CASH FLOW  SESS OF CASH FLOW BELOW (This provide or hove DSCR), is seen as the commissed of the commissed CM, and the commissed CM	3.5%	3.5% : 25   25   25   25   25   25   25   25	per MONICO patroy per MONICO patroy per MONICO patroy per MONICO patroy per per monico per per per per per per per per per per	; e		16375.0	3 P d s : 4		]	
ASN FLOW (NOI minus DEBT SERVICE)  Commenced Chyl Cosh Faur  Jacobickies (Commenced Chyl Cosh Faur  Jacobickies (Commenced Chyl Legis (DOSA))  Jacobickies (Commenced Chyl Legis (DOSA))  JACOBIC (COMMENCED CHYL)  JACOBIC (COMME	3.5%	3.5% : 3.	per NOHCO parcy  per NOHCO parcy  per NohCO parcy  per No	- c		16375.0	3 P d s : 4		]	
ASM PLOW (NOI minus DEBT SERVICE)  Commercial Chip Count Flave  ASMARIA CARRY (Cons.) Flave  AVMARIA CARRY (Cons.) Flave  AVMARIA CARRY (Cons.)  AVMARIA CARRY (	35% 35% 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	35% :  Yes He 67% / 23%  Dist. Soft Debt Loans	per MOHED patroy  ser MOHED patroy  ser MOHED patroy  ser MOHED patroy  from service to service through the service to service through the service to service the service to service the service to service the service to service the service through	;; ex		16375.0	3 P d s : 4		]	
ASSI PLOW (NOI minus DEBT SERVICE)  Commenced Only Cosh Flow Actionation of Cosh Flow Actionation of Cosh Flow Actionation of Cosh Flow AVALABLE CASH FLOW AVALABLE AVAL	35% 35% 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	35% :  Yes He 67% / 23%  Dist. Soft Debt Loans	per MONED palory per MO	;; ex		16375.0	3 P d s : 4		]	
ASH FLOW (HOT Influs DEBT SERVICE)  Commission Color (1997)  Color (1997)	35% 35% 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	3.5% :	per MONED palory per MO	;; ex		16375.0	3 P d s : 4		]	
ASM PLOW (NOI minus DEBT SERVICE) Commissed Unit Cosh Felw Addised in Commissed Soliphis (SLOPS Mini-LOSP) (reindicine) ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH PLOW ANALARIE CASH ANALARIE ANALARIE CASH ANALARIE ANALA	35% 35% 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASM PLOW (NOI minus DEBT SERVICE)  Commenced Only Cosh Few Actionist of Commenced Cosh Service AVALABLE CASH FLOW AVALABLE CASH AVALABLE CASH FLOW AVALABLE CASH AVALABLE CASH FLOW AVALABLE CASH AVALABLE CASH AVALABLE CASH	3.5% 3.5%	3.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASH FLOW (HOI minus DEBT SERVICE)  Commissed Coly, Cash Paur  Commissed Coly, Cash Paur  AVALABLE CASH FLOW  AVALABLE CASH FLOW  JESS OF CASH FLOW BELOW (This pervalue or hove DSER), ISSN STAFF ARE DEBT SERVICE B WATER  JESS OF CASH FLOW BELOW (This pervalue or hove DSER), ISSN STAFF ARE DEBT MAY PRECEDE THE SERVICE B WATER  JESS THAT FRACEIOR MOHED DEBT SERVICE B WATER  JESS THAT FRACEIOR MOHED DEBT SERVICE B WATER  JESS THAT FRACEIOR MOHED DEBT JOSE DEST DEBT SERVICE  JESS THAT FRACEIOR MOHED DEBT JOSE DEST DEBT SERVICE  JESS THAT FRACEIOR MOHED DEBT JOSE DEST DEBT SERVICE  LONG DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  JESS THAT FRACEIOR DEST DEBT SERVICE  JESS THAT FRACEIOR DEST DEBT SERVICE  MOHED DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  JESS THAT THE SERVICE BENEFIT OF COMMISSION OF THE SERVICE  MOHED DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  MOHED DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  MOHED DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  MOHED DEST DEBT SERVICE BENEFIT OF COMMISSION OF THE SERVICE  MOHED DEST DEBT SERVICE  MOHED DEST DEBT SERVICE  MOHED DEST DEBT SERVICE  MOHED DEST DEBT SERVICE  TO SERVICE BENEFIT OF COMMISSION OF SERVICE  TO SERVICE BENEFIT OF THE SERVICE  TO SERVICE BENEFIT OF THE SERVICE  TO SERVICE BENEFIT OF THE SERVICE  TO SERVICE BENEFIT OF THE SERVICE  TO SERVICE BENEFIT OF THE SERVICE  TO SERVICE BENEFIT OF THE SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT OF THE SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT OF THE SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SERVICE BENEFIT DEBT SERVICE  TO SER	3.5% 3.5%	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASN FLOW (NOI minus DEBT SERVICE)  Commissed Only Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Cosh Flow And Land Land Cosh Flow And Land Land Cosh Flow And Land Land Land Land Land Land Land Land	3.5% 3.5%	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASANTAN (MOT Influs DEBIT SERVICE)  Germand Comment of Can Fibration (Comment of Can Fibration Comment of Can Fibration C	3.5% 3.5%	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASN PLOW (NOI minus DEBT SERVICE)  Commissed Chip Coash Flave Jacobides in Commissed Chip Coash Flave Jacobides in Commissed Chip Coash Flave Jacobides in Commissed Chip Coash Flave Jacobides in Commissed Chip Coash Flave Jacobides Coash Flave (No March Coash Flave) Jacobides Coash Flave (No March Coash Flave) Jacobides Coash Flave (No March Coash Flave) Jacobides Coash Flave (No March Coash Flave) Jacobides Coash Flave (No March Coash Flave) Jacobides Coash Flave (Jacobides Co	3.5% 3.5%	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
ASN PLOW (NOI minus DEBT SERVICE)  Commercial Chip Cosh Falve Jacobides in Commercial Chip Cosh Falve Jacobides in Commercial Chip Cosh Falve Jacobides in Commercial Chip State (JOPS Minis LOSP), yee'didding: AVALABLE CASH PLOW  AVALABLE CASH PLOW JACOBID COSH COSH COSH COSH COSH COSH COSH COSH	3.5% 3.5%	2.5% :	per MONICO patroy per MONICO p	;; ex		16375.0	3 P d s : 4		]	
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MOHCO Frederica - 20 Year Cosh Flor

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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 20.00 feet; thence at a right angle Northerly 5.75 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 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. 19B

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

MOHCO Protorms - 20 Year Cash Flo



# Exhibit D - LOSP Client Selection Criteria



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

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#### 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; OR,
- 4. <u>All</u> members of household are married and have filed a joint tax return or are entitled to file a joint tax return <u>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:

1.

Unit Size Minimum Number of Persons in Household

Studio

- 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.

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### 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 13 units are at 40% AMI or lower 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.

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- 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;
  - 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
- 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.

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## 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 resident-based 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	

## 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:	

## 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/

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 MOHCD's Asset Management web page. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

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

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

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

## 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 moh.amr@sfgov.org. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

## AMR Training – 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, 5<sup>th</sup> 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 ricky.lam@sfgov.org or 415-701-5542.

## Marketing Procedure for Available Units and Waiting List Openings

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

#### Serious Incident Protocol

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

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

Notice of Availability of 2018 AMR and Reminder of Deadline October 1, 2018 Page 5

- 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, 5<sup>th</sup> Floor San Francisco, CA 94103 http://sfmohed.org

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 <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

Project Name:				
Project Street Address:				
7				
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		i	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 (supply exact number) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
10			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
11			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
12			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
13			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
14			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
15			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
16			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
17			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; (b) keep the Project fully rented and occupied; and (c) maximize rental revenue at the Project by increasing tenant rents, and if applicable, contract rents and commercial rents, the maximum amount permitted under all current regulatory agreements, contracts, regulations and leases, without causing undue rent burden on residential tenants.
18			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
19			The project has received additional equity proceeds in the amount of \$ (supply amount) from low-income housing tax credit investors during the reporting period.
20			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
21			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this

## Owner Compliance Certification and Insurance & Tax Certification Form 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: <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

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

#### **Tax Certification**

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

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

#### \*\*\* This form must be completed by Project Owner or authorized agent: \*\*\*

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

Signature: _		Date:
Name:	Title:	

#### 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 Adminstrative Code Sections 20.500-20.508. Please follow the instructions provided on the

#### 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 include the cost of routine maintenance or review of the project's books and records.

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

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

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

#### Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

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

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

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

#### Insurance

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

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

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

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

#### Maintenance and Repairs

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

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

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

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

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

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

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

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

#### Supportive Services

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

#### Reserve Account Activity

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

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

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

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

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

#### 3A. Occupancy & Rent Info

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

COLUMN	DESCRIPTION
COLUMIN	DESCRIPTION

- C. Row Number. Do not enter data in this column.
- D. Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
- E. Unit Type. Use the drop down menu to select the unit type (also shown below):
  - Bed = (measurement for Group homes or transitional housing)
  - "SRO" = Single Room Occupancy unit
  - "Studio" = Studio unit
  - "1BR" = 1 Bedroom unit
  - "2BR" = 2 Bedroom unit
  - "3BR" = 3 Bedroom unit
  - "4BR" = 4 Bedroom unit
  - "5+BR" = 5 or more Bedroom unit
- F. Is the Unit Fully-Accessible or Adaptable? Use the drop down menu to indicate which
  - "Accessible Mobility" = The unit is fully-accessible for persons with mobility impairment.
  - "Accessible Communication" = The unit is fully-accessible for persons with visual and hearing impairment.
  - "Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment.
  - "Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.
  - "Not Accessible or Adaptable" = Not Accessible or Adaptable.
- Date of Initial Occupancy. Enter the date when the tenant occupied their first unit in the project. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- 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 first unit in the project. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit.
- Household Size at Initial Occupancy. Enter the number or 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
- 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.
- 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.
- 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.

Ρ.

- Q. Is this Unit a HOPWA set-aside unit? (yes/no). "HOPWA set-aside" units are required when HOPWA capital funding is used to acquire, construct or rehab a project.
- Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being R. 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.
- W. 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.

- Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- Z. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

## 3B. Demographic

The two ethnic categories are defined below:

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

The 10 racial categories are defined below.

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

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

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

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

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

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

Elderly Household. For each residential unit, enter "Yes" if the 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 SFMOHCD.ORG

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

Program Income Overview

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH\_ProgIncomeOverview.pdf

MOHCD Residual Receipt Policy

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

MOHCD Insurance Requirements Policy

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K\_2014-05-21.pdf

MOHCD Operating Fees Policy

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

		toring Report - Property & Residents - Reporting Year 2018 - or'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	ing the state of the Control of the State of
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

(A)	PROPERTY/MARKETING INFO									
25		Treatment P or "no" from skip questi	rogram, Shelter of the drop-down m ons 26 through :	or Transitional enu to the left. 39 below, and	nal Housing, Residential Group Home? (select "yes" ) If you answer "yes", I continue with question "1B.TransitionalProg."					
w	What is the Unit Mix for the Property? Please include any manager's units in this tally.									
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.					
26	Single Room Occupancy (SRO) Units		1							
27	Studio Units		1000	77 (37 (38)						
28	One-Bedroom (1BR) Units		1/2							
29	Two-Bedroom (2BR) Units			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
30	Three-Bedroom (3BR) Uņits									
31	Four-Bedroom (4BR) Units			** *** (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)						
32	Five- or More (5+BR) Bedroom Units									
33 .	TOTAL # Units	> 0		.,						
34		during the re report here	- How many vaca eporting period? ( is not less than th I on worksheet 3.	Be sûre that th e number of v	ne number you					
35	.0	Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.)								
36	7 #	· · · · · · · · · · · · · · · · · · ·								
37		Waiting List - How many applicants are currently on the waiting list? (Please also submit a copy of the waiting list, see AMR submission instructions.)								
		See AMR S	abmission instruct	ions j						

39		#2	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.)	
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40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41 ,	·	What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42		How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.)
43 .		How many Health, Building or Housing Code Violations were open from <i>prior</i> years?
44		How many <b>Health, Building or Housing Code Violations</b> were cleared in the reporting year?
45		Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)
46		If the property has 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		្វី After School Program/s (y/n)
48		ല്ല Licensed Day Care Service (participant fees are allowable for ങ day care ONLY) (y/n)
49		ເຮົາ Youth Program/s (y/n)
50		ຼະ జ Educational Classes (e.g. basic skills, computer training, ເວື້ ຂີ ESL) (y/⊓)
51		င်း နို် Health and Wellness Services/Programs (y/n)
52		Employment Services (y/n)
53		ໃຈ ຮູ້ Case Management, Information and Referrals (y/n)
54		ൂ Benefits Assistance and Advocacy; Money Management; ദ് > Financial Literacy and Counseling (y/n)
55		മുള്ള Support Groups, Social Events, Organized Tenant Activities ് ഉ (y/n)
56		Other Service #1 - Please specifiy in column G.
57		ြို့ နွို် Other Service #2 - Please specifiy in column G.

#### POPULATION SERVED

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

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

	,	तिहा <u>ण</u> ह्यस्य	riletton.	Actual Popul	ation
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
<sup>-</sup> 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!

. А	nnual Mon	itoring R	eport - Trar	isitional Pro	grams -	Reporting Year	2018 - Ma	yor's Office of Housing & Co	mmunity Development
Project /	Address	na tida Nama	SAKTE KARAL PINGRIKA DI	<u>. 1915 - Michael All</u> Biglich Mistell (1		(1) "A. P. Y. A. A. S.	oran estada. Considerada		<u>na mere Roma, in tradición de la 1</u> 1974 de 1984 de la Partición de la 1
		: What is		pacity of this	project			nust be filled with a number of	
	eet to be co								MARA BERTHELL
	A Num	B. Num	C1, Num	C2, Num	D. Num				
	Singles Not in Families	Families	Adults in Families	Children in Families	of Beds				
1 1	. 1		1		1			*	
			EA-SEAR AND	A4752 - A400	Total He	useholds (Singles	and Famili	es) That Can Be Served	
			nerating Ye					number of "0" or greater in on	der for the worksheet to be
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. 1	A, Num	B. Num	C1, Num	C2, Num					
	Singles Not in Families	Families	Adults in Families	Children in Families	i			•	
3			1		Num on	the first day of opera	ting year		1
4					Num ent	ering the program di	ring the op	erating year	
5	0	·				useholds (Singles			
6						left the program di			
7 8	0 1	0	O Eutonomical Carl	O		he program on the la			{
9			Canacibo	Utilization Rat		usehold as of last [		ast day of the operating year	
							лау от Орек	ating reary	L
If the C	apacity Utili:	zation Rate	e is <u>LESS</u> tha	n 75% you mu:	st respon	d to the following:			
1					1				
10					1. Expla	n the reason(s) why	the capacity	y utilization rate is as low as it is; ar	ıd
					ŀ				
					ł		`		
					L				
11					Z. Descr	ibe plan/s to raise th	e capacity u	tilization rate to at least 75%, with	specific timeline.
				•	1				
								•	
					1				*
									A ser mare and
Length								were in the project for the following a number of "0" or greater in order t	
								a transfer of the grants of the	
12		Less than 1							
13		1 to 2 mon			4	4			•
14		3 - 6 month 7 months -			-				
16			- 24 months		1				
17		25 months			1				
18	0	TOTAL#	H's that left	the program	Ą.				
		F - th - m1			CCT AL	1. 1 41		1 4 - 4 - 4 - 1	
Destin	ation:							er, how many left for the following o a number of "G" or greater in order i	
L									
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24			vith family or f	riends			1 - 1		,
25	0		nt Housing S						
	T	T ===							
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	<u> </u>	<u> </u>					L F		
28	0	Transitio	nal Housing	Subtotal					
29		Psychiatric	; hospital				립		
30	1	Inpatient a	icohol or othe	r drug treatmen	t facility		Non		*
31		Jail/Prison					NSTITUTIONAL		
32		Medical Fa	scility				[SN		
33	0	Instituție	nal Subtotal				1		
34	1								
35	<del> </del>	Emergenc		man habitation	(e.a stra	et)	- E		
36	<del> </del>	Unknown	com sor flui		(~.y. 511C	,	OTHER		•
37	T	Other					7 ° '		
38	0	Other Sub	ototal						
	1	1 100	1 1 2 1 2 1 2 1 1 1 1 1	27 11 2 10 10 1 2 1 W 1 1 1 W	The San Division				

#### Annual Monitoring Report - Eviction Data - Reporting Year 2018 - Mayor's Office of Housing & Community Development 。 第1885年(1988年) 1986年 - 1986年 - 1988年 -This section of the AMR must be completed for all projects, except for transitional housing or residential treatment services Number of households who lived in the project during the reporting period: who fived in the project during the reporting period. Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period. Number of households in the project who received Notices of Eviction during the reporting period for each of the following reasons: (If more than one reason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero-if applicable). Breach of Lease Agreement Capital Improvement 3 Condo Conversion Demolition 5 Denial of Access to Unit Development Agreement Ellis Act Withdrawal 6 8 g Failure to Sign Lease Renewal Good Samaritan Tenancy Ends Habitual Late Payment of Rent 10 11 12 Illegal Use of Unit 13 14 Lead Remediation Non-payment of Rent 15 Nuisance 16 17 Other Owner Move In Roommate Living in Same Unit 18 Substantial Rehabilitation 19 Jnapproved Subtenant 20 Total number of households who received Notices of Eviction Number of unlawful detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons: (If more than one reason applies to a household, report only the primary reason.) You MUST enswer every question (i.e., enter zero if applicable). Breach of Lease Agreement 22 Capital Improvement Condo Conversion 23 24 25 Denial of Access to Unit 26 Development Agreement 27 28 Ellis Act Withdrawal Failure to Sign Lease Renewal Good Samaritan Tenancy Ends 29 30 31 Habitual Late Payment of Rent Illegal Use of Unit 32 Lead Remediation 34 Non-payment of Rent 35 Nuisance 36 37 Owner Move In Roommate Living in Same Unit 38 39 Substantial Rehabilitation Unapproved Subtenant Total number of unlawful detainer actions filed 41 Number of households evicted from the project during the reporting period for the each of the following reasons: (If more than one reason applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable). 42 Breach of Lease Agreement Capital Improvement 43 Condo Conversion 45 Demolition Denial of Access to Unit 45 47 Development Agreement 48 Ellis Act Withdrawal allure to Sign Lease Renewal 49 Good Samaritan Tenancy Ends Habitual Late Payment of Rent 50 51 52 Illegal Use of Unit 53 \_ead Remediation 54 Non-payment of Rent 55 Nuisance 56 Other Owner Move In 57 Roommate Living in Same Unit 59 Substantial Rehabilitation

Unapproved Subtenant Total number of households evicted (total also used to answer question #35 on Worksheet 1A)

60

	Annual Monitoring Report - Fiscal Activity - Reporting Year 2018	- Mayor's Office	of Housing & Co	mmunity Develop	nent
Ť					
+	12 Hanth Rayors Perfod  Number of Units—>	Start Date:	1/0/1900	End Oxfer	1/4/1900
		, Account		Jak P	
	Description of Incoms Accounts	Humber	Residential	Non-Recidential	Total :
+	《共產的學術》的學習 化共享工作的 医克克特氏病 化二苯基甲基	\$1899 P			
ť	Lental Income		ENGLISH.	n de tyddeleid. Caetheydeiddel	क्षेत्र कार्यक्ष है. विकास के स्टिक्
	lousing Unds - Grass Patential Yerant Rents lental Assetance Paymenis (dentry ALL sources in now below if applicable, in diuding	5120	<u> </u>		45.18
j	OSP funding)	5121			
	. Stotels				
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ŀ	sub-total Gross Rental Income;		\$0,00	. \$50,00	\$0,0
7	aconcy Loss - tales amounts as angulive numberal	<u>-</u>		Pola ellá K	E-Watshity rai
i			:	explain fi Decimosibil Voc	
1	lousing Units	5220	;	Rajaje + 16.	
,	Commercial	5740	数行生活。		0.00
1	sub-tota (Vacancles;		30,00	\$0,00	50,0
1	HET RENT AT INCOME:		\$0,00	50,00	50,0
	Her lacome		Layer	. Note to the	14 Y PAGE 17 / 94
1	Sampe and Portung Spaces	5170			
7	discofuneous Pent Income supportors Services Income - Do hal enter supportive services income 4 fits tracked in a	5190		i Paramaka	
	eporate budget and not appropriate per MOHCO loan terms to be included in fiteridual Receipts calculation	5200	:		34 35 AV
4	Supporting Services Income Source's identity program source(s) g applicable>			F-124-1545	
7	nterest Income - Project Operatoris (From Operating Account Only)		:		
1	aundry and Venting  Tenant Charpes	5910 5920			便强的
٦	Fenant Charpes Other Revenue	5950	I		能影響
	sub-tabl Other Income Received:		\$3.00	50,00	50,
1					
;	TOTAL INCOME RECEIVED:	<u> </u>	\$0,00	\$0,00	\$0,
1		A Tring to 12 cm	to majorina di di Premiorina di		Singan yang Prayan Jawa
2	Description of Espense Accounts	Number	Relantial	Han-Residential	Total
	Abasement Management Fee	6320	,	r	ptorrou
٦	Above the Line* Asset Management Foe (amount almobile may be troted, so; Asset MgL Fee Policy)		:		
1	sub-total Management Expense:		50,00	50,02	30.
7	Salaries/Benefits Diffice Salaries	6310		ĭ	47.07Ves
4	Manager's Salary	6330			11/1/4
	Employee Benefits Heath Insurance & Disobility Insurance	6723			
	Employee Bonoles Retvernent & Other SalphyliBenefit Esponses				100
-	Administrative River Fine Unit	6331	T		00,74.87
	sub-total Salasyf8ens (i) Expense: Administration	1	30.61	50,00	
	Advertising and Marketing Office Expenses	5210 6311		ļ	100 mg/s 100 mg/s 100 mg/s 100 mg/s 100 mg/s 100 mg/s 100 mg/s
	Orice Rent ,	6312		1	F 1224 5 15 Det 8 7
5	egal Expense - Property	63.40 6350	:	1	192,500
7	Audit Expense Bookkeeping/Accounting Services	635t			
9	Rad Debts	6370	*· u · , · · · ·	1	10 S 10 S
0	derrollen gir. kom samo. Kosecce cinsallerlek & replan li ettakl rub-total Administrative Expense:	6390	\$0.0	\$0.00	EFFORE SE
	Unites Electrony	6450		T	W0190 5735
4	Water	6451	?		
5	Gas	\$452			
7	Sewer sub-total Utilities Expense:	6453	: 	59,0	50
	Tages and Listness	6710		T	RESTRE
	Real Estale Tanus Payroll tangs	6711		<u> </u>	1 10.34 20
-	Miscellaneous Taxea, Licensea, and Permits	6719		i	開始
2	sub-total Yares and Elcensa Expanse: Incurance		\$0,0	54.0	50
4	Property and Liabity insurance	E720	1	ļ	CC 107 929.
	Fidelty Bond insurance Workers' Compensation	6721 6722		<u>i</u>	peran. Likura
7	Directors & Officers Liabilities Insurance	5724		i	<b>的理想的</b>
9	sub-fotal Insurance Expense: Maintenance and Repairs	<del></del>	\$6,0		20
-	BIET STATE OF THE PERMENT OF CAPTAL AND HOLCATTAL HANTENANCE REPAIR EN BIDGETHER HE THE ACTION OF THE PERMENT OF CAPTAL AND HOLCATTAL HANTENANCE REPAIR EN BIDGETHER HE ACTION OF THE PERMENT OF THE PERM	PENSES ELIGIBLE P	OR PAYMENT BY ALL	PACEMENT RESERVE!	pamilyla, graded Pamilyla, graded
Ġ					yelleloo:
2	Payrol	6510 6515	<del>:</del>		多人多所的 [187] [187]
3	Supples Contracts	£575 £570	<del> </del>	<del>†</del>	14.25 1.52
•	Garbage and Trach Removal	6925	<del>:</del>	1	推荐(2012) [2] [2]
5	Security PayroWContract	6530		ļ	Park Park
5	HVAC Reports and Maintenance	6546 6570	T	· · · · · ·	11,000
7	Vehicle and Martienance Equipment Operation and Reports	6590			
9	sub-total Maintenance Repair Eapense. Supportive Services: do noi enter supportivo sarieses expenses d'unckes in Leparate	:	30,0	50.0	0 50
00	budget and not eightle to be counted against project income for residual tecrips: calculation.	6930			Park.
-	SUB-TOTAL OPERATING EXPENSES		59,62	\$0,0	T
2	Capital Mulnionance Repairs/Improvements eligible for payment by Replacement	MASO	1	12.25	
01	Reserve, If capital costs were entered in amounts for Maintenance & Repairs section above	W. Strang	4	Part St	
01	and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-English Expenditures below, beginning from row 207. Amounts		্   জ		
	provided in F210,215 will be incled to cell F102 and neited out from operating expenses.	10 State 500 for	1	PER PARAMETER	725
	provided in F210,215 will be inked to tell F102 and nebed out from operating expenses.	N. A. W. 1982 F		4人是可得这个	
	standed in P210.215 will be inked to tell P102 and nebed out from operating expenses.  Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserva. Only enter proposits here of they were included in amounts entered in		1	The Addition	4.000
02	storded in P210.215 will be inked to cell P102 and nebed out from operating expenses.  Non-Capital Mulationance Repair Expenses eligible for payment by Replacement Receive. Only enter accounts here of they were nationed in amounts entered to Materiannes & Repair Section above and we'll be premised by Preficiencement Searce.		. 1	[43.95]	
02	movisée in P210 215 out he benéed to cell P102 and mebbe don him oppositing expenses.  Non-Capalla Mahammore Repail Espenses eligible for popyment by Replacement Recervo. Coly refer councils have folly we modeled in promote seried les disactements. Regards section above and will be promised by Replacement Statute Amount will be nested out from quinositing expenses. Extra or poptors momble, TOTAL OPERATIOS EXPENSES	Marin T	. 1		
02	movisée in P210 215 out he benéed na cell P102 and mebbe don him oppositing expenses.  Non-Capalla Mahammore Repail Espenses eligible he propriet mil by Replacement Recervo. Coly refer councils have folly we modeled in promote seried les disactements (Regards section above and wild be provincious for feliphocoment Statuse Amount will be nested out tom oppositing expenses. Extra or proton number,  TOTAL DEFRATIOS EXPENSES	Name of Lesson	\$0.0		
02	sported on TXI Q15 or be invited to self-PIQ2 and neither do in them openings in projects.  Non-Capital Malatanones Republic Expenses eligible for progress at the Perpublic Section of the Capital Section of	Name of Lesson Bond Montening Agencyl Reserve	50,6		
02	provided in 270.215 on the Indeed to cell*102 and method on him operating expenses.  Non-Capital Mulatinance Repair Expenses eligible for payment by Reviewment Received. On the Control of the Control o	Name of Lesson	50,6		50
101	movered on PACO 215 on the Induced to cell PACO and method on him operating experience.  Non-Capital Milatininese Repair Expenses eligible for payment by Reviewment Receives. Only refer to make the properties of the Receivers of Repair's section above and we'de to immissionate by Regulationate States Account what he method is term above and we'de to immissionate by Reference analogous account what he method is true upwarding expenses. Exter as paner analogous Account what he method is true upwarding expenses. Exter as paner analogous account to the method of the properties of the p	Name of Lesson Bond Montening Agencyl Reserve	50,6		
101	movered on 2010 215 on the invited to cell P102 and method on him reporting represe.  Non-Capital Milataname Repair Expenses establish for payment by Replacement Receivers. Only refer amounts have flow year ancided in promoti intered in Amount will be nated out from operating expenses. Exter as postere number,  TOTAL OPERATING EXPENSES  Ground Lease Rask Rest/Bond Fees/Reserves  Simulations - Base Rent/Bond Fees/Re	Name of Lesson Bond Montening Agencyl Reserve	50,6		50
101	smooted on TXC 215 on the invited to cell*102 and neithed on them openings represed.  Non-Capital Maletanome Republic Represed (spilots for progress to the Personal	Name of Lesson Bond Mortering Agency Reserve Account	50,6		sc sc

	B	D	F	н	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 201	6 - Mayor's Office	of Housing & C	ommunity Develop	ment
	Operating Reserve Account Withdrawals (Fer deposts to Operating Account ) Enter as positive number	<b>医结合</b> 的			50 00
152	Other Required Resorvo Account Deposits (Source is Operating Account Enter as positive number, Identity reserve account in next call (1330)				50 00
113	Other Required Reserve Account Wishdowats (For depose to Operating account. Enter as positive number, Identify account in rest col				50 00
114	Sub-total Ground Lucse Base Rent/Bond Fees/Reserves		\$0.00	\$0.00	
115		i			30,00
116	TOTAL OPERATING EXPENSES IN Reserve ICL Base Rent Bond Fees		50.02	50,00	50,00
117		Acet Hom The	Residential	- Non-Reuldential .	Ale Total OR
	1. TOTAL INCOME RECEIVED:		50,02	50,90	
	2. TOTAL OPERATING EXPENSES;	The second	50.00	50,00	50,0
	1, NET OPERATING INCOME:	<b>医现场的现代</b>	\$0.00	\$0.00	

	В	. D	F	н	1
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2018	- Mayor's Office	of Housing & Co	mmunity Develop	nent
121	1	Hims of Londer/ Decarbo Othor Ann	18) is jvest/e/e)	J. J. B. 1889 111	17505795
	4. Deht Service (Principal and interest)	Decarbo Othor Avid Pald	Recidential	Non Residential	Yotal
123 ! 124	Lender1 - Principsil Paid (provide lender name to the right)	WWW.			1553
125	Other Arrount (describe to the right)				建设证
126	Lender2 - Principal Part (provide lender name to the right) Interest Part				120
128	Other Amount (describe to the right)				
125	Lended - Principal Past (provide lender name to the right) Interest Paul	WENTERS	de 22003 S. 1100 SANG DE		
131	Other Amount (describe to the right)				
133	Lenders - Principal Paid (provide lender incree to the right) Interest Paid	Aren 1890			
134 135	Other Amount (describe to the right)		50,00	\$0.00	\$0,00
136	Total Debt Servica Payments		30,40	30.00	1987,24 (1).d.
137	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)	. 115 5 12030	50.00	50,00	\$0,00
138	FAX: United by the second of t				The party
1	& suppoint for Surplus Cash above is negative; - you must provide a detailed explanation to question MF on the Harrative worksheet.		Sala.	of Marrative during	±5
139	- you must NOT supply data for any of the fields for Uses of Suplus Cosh below	region and the second	The Property		\$0,00
	Distribution of Surplus Cash/Restitud Receipts - (Response Requirect) in the spa	ce below please pr	ovide a detailed no	malive summary of all	owable
İ	distributions of Surplus Cosh that occurately rations the requirements under all MOHCL agreements that govern. Flease include the calciustion methodology, apple able armind	increases, etc. For	proposed distributi	on amounts onlered it	column J. rows
141	143-165, select the distribution priority for each of the uses of cash flowing rius cash in agreements or other hinder agreements, only NA in the box helow.	column H. II distri	button of surplus	⇔sh Is not ellowed i	inder MOHCD
- 1					
142	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCUL	TION OF RESIDUA	LRECEPTS	Distribution Priority	Larry Orld Labor
143	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAUP PRIOR TO CALCULA PAYMONTS (IF APPLICABLE)		Soliton (i.	(menture)	b = sa
	5. Operating Reserve Replenishmenta (Deposas made out of surplus cash to sabaly mnunum balance requirements).		的語言等		
145	6. "Below-the-line" Asset light for (prior written authorization from Chy/SFRA may be required, see Asset light hee Policy)	1175 1516 V	·1003年7月75年		
146	7a, Partnership Management fee due from this reporting period, if any (ta) credit project sonly, not atomed it project is beyond 15-year compliance period)	1240,344			
	76, Partnership Hanagement fee accrued but unpald from PRioR repords, parlods, If any fize credd projects only, pot City policy, not aboved if project is beyond 1:1-year	Sapak)	AN W. M.		
147	compliance period; BL [nyesto] Services Fee Jaka LP Asset Management Fee] due from this reporting		l magazine a sa Laggaria		
148	pation. If any (bucced projects only, per City policy, not allowed if project is bryand 15- year compliance parcod). BL Miretian Services Fee (Bits LP Asset Maining ment Fee) account but unjuild from				
149	PRIOR reporting periods, it any tax cledit projects only, per City policy, not allowed if project is beyond 15-year compliance period)	10年 有為最後	An SASSA		
150		19 CANA	AVALENIA	***************	
	18. Other payments; use question #1 on the Narrabve (worksheet #4) to provide details		ANGEROS		
	about any lees or other payments, including ground lease residual rein payments for a non- MONCO/OCII ground lease. Fadure to provide details will result in disabowance of this	Linguist Comment Linguist Comment	表示原序(2) (2)		
151	expense. You may only include payments that were approved by MOHCD at teny of funding that are also explicitly authorized by a Partitional payeement or survive project constraint.	野	到相似的		!
			物學語		
152	11st, Debt Pmt to other lendert; Principal Pald (note lender name to 1914)	\$5.1315[8			Ĺ
153 154	11all, Debl Pmi to other lander!; Interest Pald 11bi, Debt Pmt to other lander2; Principal Paid (note lender name to oghl)	W 0007-7-10-1-10-1	til sid a salis Tilsan komputer		
156	Total Payments preceding Residual Receipts Calculation:	linadi agampus	12	1.11	\$0,00
158	12. RESIDUAL RECEIPTS				\$0,00
				Distribution Priority	Lawre and to be shock F Surphis Core is an Ex
159	<ul> <li>In the contract of the property o</li></ul>	3 177 0 24	j.	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
160	12a MOHCO Residual Recepts Due for Loon Repayment	的發拍	上的心理性的概念		<u> </u>
181	12b MOHCD Residual Recepts Due for Ground Luise Residual Rest Payment				<u> </u>
	12- Subship Residual Recents Payments to MONOR				
10.2	12e Subiolal Pesidual Recepts Payments to MOHCO	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	i Tantari Kananari	1 1937, 7	\$0,00
163	12d Residual Recepts Delat First to other lender3 (note lender name to sight)	-	A Section of the Australia	1	1
164	12e Residual Receipts Debi Pris to other lender4 (note lender name to right)	-			
185	12f. Residual Receipts Debt Prot to alter lenders (note lender name to right)	j	23007		1
166	Total Residual Recipts Payments:	ing progression	i sanjampan ja	and the state of the state of	\$0,01 21,72.12 Femilian
ľ	DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOHE	WITH THIS AMP.	MOHOD WILL RE	VIEW YOUR PROPOS	SED PAYMENT .
168	AMO GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APP CONTACT \ Remaining Babaco	ou.	CONTRACTOR OF THE CONTRACTOR O		30,0
170	Remaining Bassects	TANK TO SEE SEE	Annual Control	1	1 2000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	· · · · · · · · · · · · · · · · · · ·	1			
	Proposed Owner Distributions (provide description in tolumn D and enter amount in	1			
171	replace of which provides the provided and support of any entering in column J. II an amount is entered, a description is required )	1			<del> </del>
		:		*	
	Proposed Other Distributions/Lises (provide description in column D and vini i amount in column ). If an amount is criteried, a description is required, if you had a Calend if Year	-			1
172	LOSP surplus, please acknowledge that and note exact amount )	i Harrist States	4.7565.435 -11	rijes nedrada	1 8 8 9-13-5
<u> </u>	Final Balance: should be ZERD except When Surplus Coch (cell F136) is negative	Day Stranger	est supplier as	NATIONAL CONTRACTORS	3

				montaity Develops	nent
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2018	- Mayor's Office	bi Housing & Co		
75	RESERVE ACCOUNT DETAILS 1 ( ) START TO A START TO A START ST	0.7 a 18 18 18 18 18 18 18 18 18 18 18 18 18	T 1. 7 2 3 5 F F 3	at the contract of the	AGES OF DATE OF
77					
~	OPERATING RESERVE (Do jied Joseph Hanks for any questions eating to a number, onlor s Minimum Regulaed Balances	erg.#131010.3 · · · / .	[1] 持續等	<b>克罗克克克克</b>	
75 80	Beginning Balance;				(表)次語
31	Actual Annual Deposit (don't edit , taken from page 1 account number 1365).	\$0.00			
82	Interest Earned: Annual Withdrawal Amount (enter.as negative number)		A-70.50		
63			32 134		
64	Ending Balance (don't edit cell — calculated). Requilred Annual Deposit:	90 02		<b>用於這場面第</b> 5	
95		36 00	極熱感到是	是是小髓液	(1)
86	Total Operating Expenses plus debt service (don't edd cell – calculated)  If the colculated percentage shown to the right (Op Reserve Account Enging Balance chylded by Total Op Expenses) as less than 23.5%, you must describe how the	30 00	11.565 955 2-15.	44 - 67 / 7 - 100- 1-02	Maria Cara Cara Cara Cara Cara Cara Cara
Į	divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell.				
ì					
	If the calculated percentage shown to the right is greater than 25.5%, you must explain why the Op Reserve balance exceeds MOHOD's requirement in the adjacent cell.				
87 82	ces.	0 000%	L		
89	REPLACEMENT, RESERVE (Do not leave blanto for any quitasions asking for a number, en	er kero indvad):	PRINCE SHIP.		見ります。
90	Minimum Required Balance; Beginning Balance		MARKS.		<b>在新港</b>
91	Actual Annual Deposits				
92 93	Interest Earned;		The Park Street	10.20世纪5年9月首章· 40.11年1月1日 - 10.11	Section 1
27	Annual Withdrawal Amount (enter as negative number):		STATE OF THE PARTY		中的
95	Ending Balance (don't ext) cell — calculated);	50 00			7
	Required Annual Deposit (do not edit - laken from page 1 account number 1320)		<b>第四次指数</b>		tan milita gazar yan
96	Describe how the amount of annual deposit and the minimum required	\$0.00	A CART AND SERVED FOR	(30% to all Styles Styles	(1860) A. A. A. A. A. A. A. A. A. A. A. A. A.
	halance is determined				
97		L			
98 99	CHANGES TO REAL ESTATE ASSETS CO. APRIL 19-19-19-19-19-19-19-19-19-19-19-19-19-1	Congression was to be	10.15.45.45.75.45.77	en - Skiferen	NAME OF THE PERSON
no.	Enter Beginning and Ending Balances in each of the categories listed below Changes in ass outs calculate.	et categories will	Balance, 1/00/1500	Changes	Balance, 1/00/1909
-	Building & Improvements		400,000	\$0.00	
71	Offide Incorprements				
32				\$0.00	
03	Sao Inspovements		l	SO DO	
	Land Improvements			Some	
714	Fumfure, Finhers & Equipment			- VEG 95.650 EASONS	
05				\$0.00	
705 706	Other  Réplacament Reserve - Blighte Espensitherer Provide détails below blout the Capta  Capital Repoirs and Impressements Egipter Capital Repoirs and represented books account				
206	Réplacament Reserve-Elgible Espenditures: Provide details below about the Capita			Replacement Reserve	
96	Réplacament Reserve-Elgible Espenditures: Provide details below about the Capita			Replacement Reserve	
96	Réplacament Reserve-Elgible Espenditures: Provide details below about the Capita			Replacement Reserve	
96	Réplacament Reserve-Elgible Espenditures: Provide details below about the Capita			Replacement Reserve	
10	Réplacement Reserve Elgible Essendhores: Provide debils below shoul the Capita			Replacement Reserve	me that shows intrinsed by the fill religious and at repairs at repairs and at repairs at repairs at repairs at repairs at repairs at repairs at repairs at rep
06	Rejnickment Research Biglink Expensitioner Provide Schall Schow should be Capta Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be Captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be captal Schow should be should be captal Schow should be c			Replacement Reserve	re (but shows inbined by this of miniburied of reinburied of reinbins and of reinbins and of reinbins and of reinbins and of reinbins and of reinbins and of reinbins and of reinbins and of r
06	Rejackment Reseave-Biglish Expensitioner Provide (details below should be Capta Captal Legislation Committee Captal Captal Legislation Committee Captal Captal Legislation Committee Captal Cap			Replacement Reserve	Total Amons  Total Amons  Total Amons  50
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231	FEDERAL PROGRAM INCOME REPORT	1. (511 to 17)	6 5 5 7 7 7	1. g., 1964.	rangers to all s
233	This section must be completed if the project pseelved any CDBG funding, even if the For more information, use the following link or copy this web address for manual na-	amount of CDBC	bledtyw gveets	e during the report	ng period was zero.
234 235	Overview of Federal (KODE and COBO) Program Incense:				
236 237	CDBG PROGRAM INCOME				
238		AMOUNT	DESCRIPTION		
229	Amount to be used for CDBS eligible bitinely#1 [provide amount in cell to the right, and aetivity description and registation intalion in column furthest to the right).				
240	Amount to be used for CDBG eligible admit(x) (provide amount in call to the right, and activity dependation and regulation relation in column (urbrest to the right)				
241	Amount to be used for CDBG elegible activities (provide amount in cell to the right, and activity description and regulation critation in column furthest to the right);				
242	Arrizent to be deposited for use on future eligible CDBG activities that will be indentativen by June 30, 2017 (provide amount in cell to the right, and activity description and regulation distribution to column furthest to the right).				
243	Other (provide amount in cell to the right, plus activity description and regulation offation in column (unless to the right):				
244	Total CDBC Program Income Calculation(see instructions for guidance on himito calculato)				
245	To ensure the eligible use of CDBG Program Income, the recipient of fadoral CS and Community Development for the use of CDBG program income received d				('s Office of Housing

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Project	Address:					Mayor's Office of Ho Data suppiled on this worksheet must be from the ren month of the reporting period that was entered on wo	t roll of the last	nunity Development		1/0/1900	# Units	: (
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Row Num	Unil No.	Unit Type (Bed /- SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Household Size (number) as of Most Recent Recertification WITHIN REPORTING PERIOD		Etherleibe	Race (select from drop down menu)		Gender (select from Irop down menu) for Occupancies AFTER 6/30/2017	Sexual Orientation / Sexual identity (select from drop down menu) for Occupancies AFTER 6/39/2017	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

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

	# 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	
70-01 P 11 1		

TOTAL Residents
\*Excludes 0 unit(s) reported as manager's or vacant unit(s).

	# Reported	
	Head of HH	% of Tota
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	D	
Total Head of Households	0	1

Gender .		# Reported Head of HH	% of Total
Female		0	
Maie		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	T

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

Other	Household	Demographics

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

Target and Actual Population Served

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

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

### 1. Explanations & Comments

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d.				

#### 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. Majoi	r Repairs	•						
-	-	repair or repla	cement need	ds that have	been iden	tified as bei	ng required	within the
next 2	years, and a	ny related plan	s to pay for v	whatever is	needed.			
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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
<ul> <li>a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;</li> <li>b. any advertising, direct mailings, emailings and web postings that were done; and</li> </ul>
<ul> <li>c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.</li> </ul>
6. Vacancy Rate  If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:
<ul> <li>a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and</li> </ul>
<ul> <li>b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>c. A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

## 7. Miscellaneous Expenses: Administrative/Operating & Maintenance

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

Misc. Admin Expenses			
Expense Description	Amount	HUD Acct#	Notes
			·
Total: Diff. from Fiscal Activity WS:	0.00		
Misc. Operating & Maintenance Exp	penses		
	·	HUD	
Expense Description	Amount	Acct#	Notes
		***************************************	
Total:	0.00		· .
Diff. from Fiscal Activity WS:		]	
8. Negative Cash Flow	·		
If the project had NEGATIVE CAS worksheet "2.Fiscal," you must sup	oply the following:		
<ul> <li>a. A description of the work do identified causes are; and</li> </ul>	·	•	
b. A description of the work do remedies that have been ide	entified; and		
<ul> <li>c. A description of the plan to i the implementation work.</li> </ul>			•
d. If the project has a Project-fe please also supply the date project will submit the next whether the project has been	e of the last increase to HAP contract rent incre	the HAP contractase, and any rel	ot, the date when the lated comments about
			•

Annual Monitoring Report -	Project Financing - Reporting Year 2018 - Ma	iyor'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.

Proiect Address:	olect Address	۲.
------------------	---------------	----

Current Project Financing

Llen Order	Lender (and Loan Program If applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Reporting Period	
[ 1								
2								
3	•							
4								
5								
6				·   · · · · · · · · · · · · · · · · · ·				
7								
8								
9								<del>                                     </del>
10								

Angual Monitoring Report - Services Funding - Reporting Year 2018 - Mayor's Office of Housing & Community Development

	Annual Monitoring Report - Serv	ices Funding - Reporting Year 2018 - Mayors	Onice of Housing & Community Develo	pment		
Completion of this page is required based on your answers to quesame grant, please repeat the data for each service provided.)	estions 51 thru 61 on worksheet 1/	A.Prop&Residents, Supply one row of data for each	ch service that is being provided. (If more	than one service is being	provided by the same	Provider under the
Project Address:						
Current Services Funding						
Service Type	Service Provider Name	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Date
			-	<del></del>	<del> </del>	<del> </del>

### Project Street Address:

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

Rental Income	Total
5120 Gross Potential Tenant Rents	\$0
5121 Rental Assistance Payments (inc. LOSP)	\$0
5140 Commercial Unit Rents	. \$0
Total Rent Revenue	\$0
Vacancies	
	0.9
5220 Apartments	\$0
5240 Stores & Commercial	\$0
Total Vacancies	:\$0_
Net Rental Income: (Rent Revenue Less Vacancie	s)\$0_
Other Revenue	·
5170 Rent Revenue - Garage & Parking	\$0
5190 Misc. Rent Revenue	\$0
5300 Supportive Services Income	\$0
5400 Interest Revenue - Project Operations (From Operating Acct Only)	\$0.
5400 Interest Revenue - Project Operations (From All Other Accts)	
5910 Laundry & Vending Revenue	<b>\$</b> 0
5920 Tenant Charges	\$0
5990 Misc. Revenue	\$0
Total Other Revenu	e: \$0
Total Operating Revenu	e: \$0

## Project Street Address:

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

Management		Total	
6320 Management Fee			\$0
"Above the Line" Asset Management F	ee		\$0
	Total Management Expenses:		\$0
	.—		
Salaries/Benefits	•		
6310 Office Salaries			\$0
6330 Manager's Salary	4. *		\$0
6723 Employee Benefits: Health Insurance		•	\$0
Employee Benefits: Retirement & Other	er Salary/Benefit Expenses		\$0
6331 Administrative Rent Free Unit			\$0
	Total Salary/Benefit Expenses:		\$0
	• •		
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	<u> </u>		\$0
6390 Miscellaneous Administrative Expense			\$0
	Total Administrative Expenses:		\$0
F 1421343	•		
Utilities	•		Φ0
6450 Electricity			\$0 ©0
6451 Water			\$0
6452 Gas			\$0
6453 Sewer			\$0
	Total Utilities Expenses:		\$0
Toyon and Lineans			
Taxes and Licenses 6710 Real Estate Taxes			· фО
6711 Payroll taxes		•	\$0
6790 Miscellaneous Taxes, Licenses, and F	Parmita		\$0 \$0
	al Taxes and Licenses Expenses:		\$0
100	in Taxes and Elcenses Expenses.		φυ_
Insurance			
6720 Property and Liability Insurance			\$0
6721 Fidelity Bond Insurance	•	•	\$0 \$0
6722 Workers' Compensation			\$0
6724 Directors & Officers Liabilities Insuran			\$0
5.2. 5. 5000 & Omocra Liabilities Haulan	Total Insurance Expenses:		\$0
			Ψ-

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

"		
Maintenance and Repairs		Total
6510 Payroll	<i>:</i>	\$0
6515 Supplies		. \$0
6520 Contracts		\$0
6525 Garbage and Trash Removal	•	\$0
6530 Security Payroll/Contract		\$0
6546 HVAC Repairs and Maintenance		\$0
6570 Vehicle and Maintenance Equipment C	peration and Repairs	\$0
6590 Miscellaneous Operating and Maintena	ance Expenses	\$0
Total Maint	enance and Repairs Expenses:	\$0
6900 Supportive Services		\$0
	•	
Capital and Non-Capital Expenditures	to be	
Reimbursed from Replacement Resen		. \$0
•		
	Total Operating Expenses:	\$0
Financial Expenses		
Enter amounts in yellow highlighted cells.	Leave no cells blank. Enter "0" if applicabl	e.
6820 Interest on Mortgage (or Bonds) Payat	ole .	
6825 Interest on Other Mortgages		
6830 Interest on Notes Payable (Long Term)	,	
6840 Interest on Notes Payable (Short Term	)	
6850 Mortgage Insurance Premium/Service	Charge	
6890 Miscellaneous Financial Expenses		
	Total Financial Expenses:	\$0
6000 Total Cost of Op	perations before Depreciation:	, \$0
5060	Operating Profit (Loss):	\$0
Depreciation & Amortization Expens		
Enter amounts in yellow highlighted cells.	Leave no cells blank. Enter "0" if applicab	le
6600 Depreciation Expense		
6610 Amortization Expense	*************	
Operating Profit (Loss) after	Deprecieation & Amortization:	\$0
·	• *	
Net Entity Expenses	•	
the right.		
7190		+ , + +-
7190	•	
7190		
7190		•
7190		
7190	•	
7190		
7190		•
7190		•
7190	·	
	Total Net Entity Expenses:	\$0
	· · · · · · · · · · · · · · · · · · ·	
3250 Change in Total Net Assets from Op		\$0
. Amount computed in cell E139 should	match audited financial statement.	

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

Operating Revenue Interest earned on restricted accounts		
nterest carned an restricted accounts		\$0
		\$0
<i>,</i>	Adjusted Operating Revenue	<u>\$0</u>
Operating Expenses		. \$0
Net Operating Income		\$0
Other Activity	•	
Ground Lease Base Rent		\$0
Bond Monitoring Fee		\$0
Mandatory Debt Service - Principal		\$0
Mandatory Debt Service - Interest		\$0
Mandatory Debt Service - Other Amount		\$0
Deposits to Replacement Reserve Account		\$0
Deposits to Operating Reserve Account	•	\$0
Deposits to Other Restricted Accounts per Regulatory Agreeme	ent ·	\$0
Withdrawals from Operating Reserve Account		\$0
Withdrawals from Other Required Reserve Account		\$0
	Total Other Activity:	\$0
Allocation of Non-Residential Surplus (LOSP only)		65046575.051555
, ,	Cash Flow/Surplus Cash:	\$0
ahead of residual receipts payments.		•
		Total
Total Cash Available for Resid	dual Receipts Distribution:	Total
Total Cash Available for Resid	dual Receipts Distribution:	
Total Cash Available for Residual Receipts	dual Receipts Distribution: _	
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0
Distribution of Residual Receipts		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca with remaining residual receipts.		\$0 id
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca with remaining residual receipts.  Total Residual Recei	I Activity for payments to be pa	\$0 id Total
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca with remaining residual receipts.  Total Residual Recei	I Activity for payments to be pa	\$0 id Total \$0 \$0
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca with remaining residual receipts.  Total Residual Recei	I Activity for payments to be pa	\$0 id Total
Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fisca with remaining residual receipts.  Total Residual Recei	I Activity for payments to be pa	\$0 id Total \$0 \$0

### Project Street Address:

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

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

## Annual Monitoring Report - Completeness Tracker - Reporting Year 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: Reporting End Date: 1/0/00, 1/0/00 Project Address:

Submission Instructions:

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

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.

A COTTON A CONTROL OF THE PROPERTY OF THE PROP	LILA T-1 T-1 T-1 T-1 T-1 T-1 T-1 T-1 T-1 T-1
Questions 1 thru 4 Questions 5 thru 24	
Questions 25 thru 39	
Questions 40 thru 46	
Questions 51 thru 57	the second fire position are second
Worksheet 18 Transitional Programs	Determined
Questions 1 thru 11	decreal and the son assured
Questions 12 thru 18	SEPTEMBER CONTROL
Questions 19 thn: 39	March of the Committee
Worksheet 1C. Eviction Data	Determined
Question 1	rolle <b>G</b> arring and the
Questions 2 thru 21	(1) Be Delivery (etc.)
Questions 22 thn. 41	77 Berstein minde
Questions 42 thr. 61	10 <b>6</b> (Circuit)
Worksheet 2. Fiscal Activity.	Morete
Rental Income - Housing Unit GPTF	
Vacancy Loss - Housing Units Operating Expenses	The state of the s
Operating Expense: Surplus Cash/Residual Receipts (Rows 140 - 171	Okonano
. Surplus Cash/Residual Receipts (Rows 140 - 171 . Operating Reserve (Rows 177 - 186	
Replacement Reserve (Rows 188 - 196	
Changes to Real Estate Assets (Rows 198 - 205	Section and the second
Replacement Reserve Eligible Expenditures (Rows 209 - 228	and the line of the
Program Income (Rows 230 - 243	See Sanding Page 1988
Worksheet 3A. Occupancy & Rent Info	MRAETE
	A STATE OF THE PARTY AND DE
Does number of units entered on Worksheet 5 match total unit	
entered on Worksheet 1A or the total households that can be served in Worksheet 1B	
Served it Worksheet 15	
	100
For each row with a Unit Number, was data entered in cells fo	
Subsidy Type and Utility Allowance	
	7
Narrative Provided for All rows indicating Overhoused o Overcrowded	
·	
Worksheet 3B. Demographic Information	
Worksheef 3B. Demographic Information Is Fundity and Race selected for each household	Determinati
Worksheet 3B. Demographic Information  Is Ethnicity and Race selected for each household  Is Gender and Sexual Orientation/Identity selected for each household	Celominad S. 1919 Chembro
Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for eac household	Colominal (1)
Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household Worksheet 4, Narrative	Deforming of St. 16 (12 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2
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Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household Worksheet 4: Narrative	Deforming of St. 16 (12 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2
Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household Worksheet 4: Narrative	Defermined  1 (610) Detailwing  1 (610) Detailwing  2 (610) Detailwing  2 (610) Defermined  3 (610) Defermined  5 (610) Defermined  5 (610) Defermined  5 (610) Defermined
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Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household household worksheet 4. Narrative	Determined  At 16 000 Determined  Catermined  To 16 0 Determined
Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household Worksheet 4, Narrative	Defermined  1600 Community  TO BY Community  Generalized  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental  1600 Supplemental
Is Ethnicity and Race selected for each household Is Gender and Sexual Orientation/Identity selected for each household household.  Worksheet 4: Narrative	Determined  At 1618 Optimized  FERN Commission  Getermined  FOR the Potential  FOR the Po

# EXHIBIT H Tenant Selection Plan Policy - LOSP

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP), 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;
  - o be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
  - o outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
  - o be written in language that is clear and readily understandable,
- First Interview. In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units.
- Second Interview. Before issuing a denial, the housing provider should consider
  offering a second interview to resolve issues and inconsistencies, gather additional
  information, and assist as much as possible with a determination to admit the applicant.
- Confidentiality. All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- Delays in the Process. If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- Problems with the Referring Agency. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, HSH.

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

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

### Reasonable Accommodation and Modification Policy

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

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

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

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

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

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

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

#### Notice of Denial and Appeal Process

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

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

# 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;
  - o 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:

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

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

- (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)

C' TI C OCC Y C	·	
City Elective Officer Inform		
Name of City elective officer	(s):	City elective office(s) held:
Members, Board of Supervi	isors	Members, Board of Supervisors
Contractor Information (Ple	ease print clearly.)	
Name of contractor:		
Mason Street Housing Asso	ciates, L.P.	
financial officer and chief ope any subcontractor listed in the additional pages as necessary	erating officer; (3) any person who he bid or contract; and (5) any politic	directors; (2) the contractor's chief executive officer, chief as an ownership of 20 percent or more in the contractor; (4) all committee sponsored or controlled by the contractor. Use ted partnership, Mason Street Housing Associates, LP.
The General Partner is Mas Corporation, Inc.	on Street Housing, LLC whose sol	e member/manager is Glide Economic Development
Please see the lists below in	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	
Ciner Operating Officer	/ Ivici Carriote	
Contractor address: Glide Economic Developme Mason Street Housing Asso		
333 Taylor Street		
San Francisco, CA 94102		
Date that contract was approved:  (By the SF Board of Supervisors)  Amount of contracts:		Amount of contracts:
,		Not to exceed \$18,135,164
Describe the nature of the cor	ntract that was approved:	
project located at 149 Maso		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	sion, Industrial Development Authority	
Board, Parking Authority, Redevelopment Agency Commission, Relocation Development Authority) on which an appointee of the City elective officer(s		
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:

Angela Calvillo, Clerk of the Board of Supervisors

FROM:

Sophia Kittler

RE:

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

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.