

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RUTAN & TUCKER, LLP
18575 Jamboree Rd, 9th Floor
Irvine, CA 92612
Attn: Patrick D. McCalla, Esq.

(Space Above For Recorder's Use)

**SHARED USE AGREEMENT AND
GRANT OF NONEXCLUSIVE EASEMENTS**

THIS SHARED USE AGREEMENT AND GRANT OF NONEXCLUSIVE EASEMENTS ("Agreement") dated as of May 1, 2023 has been entered into by and between BEACH2 HOUSING PARTNERS LP, a California limited partnership ("Tahiti Owner"), and JHC-BEACH3 LLC, a California limited liability company ("Riviera Owner"), and shall be effective upon recordation in the Office of the County Recorder in Orange County, California. Tahiti Owner and Riviera Owner are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

A. Tahiti Owner is the tenant under a ground lease (as amended from time to time, the "Ground Lease") for certain real property located in the City of Stanton, County of Orange, State of California, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Tahiti Property"), which is to be improved with the Tahiti Common Facilities (as defined below).

B. Riviera Owner is the tenant under a ground lease for certain real property located in the City of Stanton, County of Orange, State of California, which is adjacent to the Tahiti Property and is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Riviera Property"), which is to be improved with a 21-unit residential apartment project.

C. Tahiti Owner will construct and own certain common area facilities on the Tahiti Property including, without limitation, a community building containing, among other things, a leasing office, lounge, kitchen, game room, computer lab, bike storage, and TV area (collectively, the "Tahiti Common Facilities"), all as generally located where shown on the site plan attached hereto as Exhibit "C" and incorporated herein by this reference (the "Site Plan").

D. Tahiti Owner shall operate and maintain the Tahiti Common Facilities as set forth below. Subject to the terms of this Agreement, residents of the Riviera Property shall have the right to use the Tahiti Common Facilities. Riviera Owner shall reimburse the Tahiti Owner for a share of the costs of maintaining and operating the Tahiti Common Facilities as set forth below.

E. Tahiti Owner and Riviera Owner now desire to enter into an agreement providing for non-exclusive easements and for the use and enjoyment of the Tahiti Common Facilities for the benefit of the Riviera Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

1. Grant of Nonexclusive Easements. Commencing on the completion of construction of the Tahiti Common Facilities, Tahiti Owner hereby grants to Riviera Owner and its successive owners and assigns for their benefit, and the benefit of the tenants of the Riviera Property and their respective families, guests, subtenants, and invitees, nonexclusive easements (i) for the use and enjoyment of the Tahiti Common Facilities located on the Tahiti Property; and (ii) for pedestrian ingress, and egress on, over and through the Tahiti Property for use of the Tahiti Common Facilities located on the Tahiti Property.

2. Tahiti Common Facility Maintenance and Expenses.

(a) Tahiti Common Facility Maintenance. Tahiti Owner shall maintain, manage, repair, and replace the Tahiti Common Facilities and keep the Tahiti Common Facilities in good, clean and safe condition.

(b) Calculation of Tahiti Common Facility Expenses. The term "Tahiti Common Facility Expenses" shall mean all costs and expenses paid or incurred by the Tahiti Owner in the operation, maintenance, management, repair, or replacement of the Tahiti Common Facilities. Without limiting the generality of the foregoing, "Tahiti Common Facility Expenses" shall include all such costs or expenses relating to the Tahiti Common Facilities in connection with the following: maintenance, landscaping, repaving, repairs, replacements, decoration, resurfacing, painting, restriping, water and sewer charges, lighting and other utilities, cleaning, sweeping, trash removal, security, fire protection and similar items.

(c) Payment and Computation. Riviera Owner shall pay to the Tahiti Owner on a monthly basis Riviera Owner's pro rata share (calculated as set forth in the following sentence) of the estimated Tahiti Common Facility Expenses, as estimated by Tahiti Owner. Riviera Owner's pro rata share of the Tahiti Common Facility Expenses shall be computed by multiplying the Tahiti Common Facility Expenses by a fraction, whose numerator shall be the total number of apartment units on the Riviera Property, and whose denominator shall be the total number of apartment units on the Riviera Property and the Tahiti Property, in the aggregate. Riviera Owner shall pay to the Tahiti Owner its share of the estimated Tahiti Common Facility Expenses, calculated as set forth above, in equal monthly installments on the first day of each month. No later than March 1 of each year, the Tahiti Owner shall deliver to Riviera Owner a statement of the actual Tahiti Common Facility Expenses for the immediately preceding calendar year, and, using the calculation set forth in this Section 2(c), shall determine Riviera Owner's actual pro rata share of the Tahiti Common Facility Expenses (the "Actual Share"). If Riviera Owner's payment of its share of the Tahiti Common Facility Expenses for any calendar year exceeds the Actual Share for such period, then the overage shall be credited to the next succeeding payment(s)

of Riviera Owner's share of Tahiti Common Area Expenses. If the Actual Share for the immediately preceding calendar year exceeds Riviera Owner's payment of the estimated Tahiti Common Facility Expenses for such period, then Riviera Owner shall pay such excess amount to the Tahiti Owner within fifteen (15) days after receipt of the statement of the Actual Share for such period.

(d) Commencement. Following completion of the Tahiti Common Facility, Riviera Owner's payment of its pro rata share of the Tahiti Common Facility Expenses as described in this Agreement shall commence immediately upon the first resident's occupancy of a unit on the Riviera Property.

(e) Accounting. The sums collected by the Tahiti Owner from the Riviera Owner pursuant to Section 2(c) above shall be used exclusively for the Tahiti Common Facility Expenses. The portion of the Tahiti Common Facility Expenses which is allocable to reserves for capital improvements, replacements, and repairs to the Tahiti Common Facilities, which cannot normally be expected to occur on an annual basis, shall be kept in a separate reserve account which may be deposited with the Tahiti Owner's lenders. The Parties acknowledge that a portion of Riviera Owner's share of the Tahiti Common Facility Expenses will be paid to offset a portion of the replacement reserves attributable to the Tahiti Common Facilities required to be maintained by the Tahiti Owner's lenders and/or investors.

(f) Notwithstanding the foregoing, Riviera Owner agrees to reimburse Tahiti Owner for all costs and expenses incurred by Tahiti Owner to repair damage to the Tahiti Common Facilities caused by Riviera Owner or residents of the Riviera Property.

3. Insurance. Commencing on the recordation of this Agreement, Tahiti Owner shall, at its sole cost and expense, procure and maintain in full force and effect the insurance set forth below, in at least the amounts and in the form(s) specified below or such greater types and amounts of insurance as may be required by the Parties' lenders. Such insurance shall be maintained for the term of this Agreement and, unless a longer period is specified below, until a Party no longer owns any portion of the Tahiti Property and Riviera Property.

(a) Types of Insurance.

(i) Commercial General Liability Insurance. Tahiti Owner shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, with a limit for bodily injury and property damage of \$1,000,000 per occurrence, \$2,000,000.00 aggregate with an umbrella of not less than \$3,000,000, covering the following:

(1) Operations, Independent Contractors, Products and Completed Operations which Tahiti Owner shall maintain in effect on an annual renewal basis for at least ten (10) years following final completion of operations in, on or about the Tahiti Property;

(2) Owners' and Contractors' Protective Liability;

- (3) Severability of Interest and Cross Liability clauses;
- (4) Contractual Liability, including, without limitation, coverage for the contractual indemnities in this Agreement;
- (5) Personal Injury and Explosions, Collapse and Underground Hazards (X, C, U); and
- (6) Broad Form Property Damage Liability, including completed operations.

The limits of liability of the insurance coverage specified in this division (a) may be provided by any combination of primary and excess liability insurance policies. The above coverage shall not exclude coverage for subsidence or other land movement.

(ii) Property Insurance. Upon commencement of any construction on or about the Tahiti Property, a standard "all risk" Builders Risk Policy for not less than the full replacement cost of improvements on or about the Tahiti Property and shall include a replacement cost endorsement. At all other times, "all risk" property insurance in an amount not less than the full replacement cost of all improvements, fixtures and personal property, such policy shall include a standard building loss endorsement, including building ordinance compliance, demolition and incurred cost of construction. Such "all risk" Builders Risk Policy is more particularly described in Section II.A. of Exhibit C to Tahiti Owner's Amended and Restated Agreement of Limited Partnership dated as of April 1, 2022. Riviera Owner shall be included as an additional insured under the coverage specified in this subsection.

(b) Waiver of Subrogation. Tahiti Owner hereby waives all rights against Riviera Owner for damages caused by fire and other perils and any other risk to the extent covered by a Tahiti Owner's policies of insurance or required to be covered by Tahiti Owner's policies of insurance as set forth above.

(c) Additional Insured. Riviera Owner shall be included as an additional insured on Tahiti Owner's coverage specified in Sections 3(a)(i) and (ii) on an ISO Form CG2010B 11/85 or CG2026 11/85, or equivalent, showing the additional insureds noted above.

(d) Insurance Policies. Each insurance policy required in this Section 3 shall:

(i) Be issued by insurance carriers licensed and approved to do business in California, having a general policyholders rating of not less than an "A" and "Financial Size Category" of not less than "X" in the most current Best's Key Rating Guide;

(ii) Contain a provision that the policy shall not be subject to material alteration to the detriment of Riviera Owner or cancellation or non-renewal without at least thirty (30) days prior written notice be given to Riviera Owner by registered mail;

(iii) Provide that such policy or policies and the coverage evidenced thereby are primary and any insurance maintained by the additional insureds is noncontributing with such primary coverage; and

(iv) Contain severability of interest and cross liability clauses.

Tahiti Owner may provide the insurance described in this Section 3 in whole or in part through a policy or policies covering other liabilities and projects of Tahiti Owner; provided, however, that any such policy or policies shall (A) allocate to the Agreement the full amount of insurance required hereunder and (B) contain, permit or otherwise unconditionally authorize the waiver contained in Section 3(b), and provided further that any such policy or policies shall not otherwise impair the rights of Riviera Owner or negate the requirements of this Agreement.

(e) Evidence of Insurance. As evidence of specified insurance coverage, Tahiti Owner shall provide certificates issued by the insurance carrier showing such policies in force for the specified period. Riviera Owner has the right to request and review certified policies as reasonably necessary. Except for the Builders Risk Insurance, such evidence shall be delivered promptly upon execution of this Agreement. The evidence of the Builders Risk Insurance shall be provided prior to commencement of any construction on the Tahiti Property. Evidence of any renewal insurance shall be delivered to Riviera Owner not less than thirty (30) days prior to the expiration date on the term of the policy. Each policy and certificate shall be subject to reasonable approval by Riviera Owner.

4. Maintenance of Tahiti Common Facilities; Restrictions on Control and Change of Tahiti Common Facilities; Rules and Regulations.

(a) Tahiti Owner shall be solely responsible for the maintenance, repair, and replacement of the Tahiti Common Facilities in a good, clean and safe condition.

(b) Tahiti Owner shall be solely responsible for the maintenance of all common areas located on the Tahiti Property in a good, clean and safe condition.

(c) The Parties agree that the Parties must agree in advance before the Tahiti Common Facilities, including any portion thereof, are in any way diminished, altered or modified.

(d) Notwithstanding Subsection 4(c) or anything else to the contrary set forth in any written agreement between the Parties, Tahiti Owner reserves for itself the sole and exclusive control of the Tahiti Common Facilities while and so long as Tahiti Owner owns the Tahiti Property. Tahiti Owner's rights shall include but are not limited to the rights to: (a) take all appropriate action to prohibit or restrain the use or occupancy of any Tahiti Common Facilities by unauthorized persons; (b) cause any resident to remove or restrain persons from any unauthorized use of the Tahiti Common Facilities; and (c) temporarily close any portion of the Tahiti Common Facilities (i) for repairs, improvements or alterations, (ii) to discourage non-resident use, (iii) to prevent dedication, (iv) to prevent

an easement by prescription, or (v) for any other reason deemed sufficient in Tahiti Owner's reasonable judgment.

(e) Riviera Owner agrees, and agrees to cause the residents of the Riviera Property, to comply with any rules and regulations promulgated by Tahiti Owner regarding the use of the Tahiti Common Facilities. Tahiti Owner covenants and agrees that any such rules and regulations shall be applied equally, and in a nondiscriminatory manner, to the Riviera Owner and the residents of the Riviera Property as to the Tahiti Owner and the residents of the Tahiti Property.

5. Term. Unless earlier terminated by written agreement of the Parties, this Agreement and the terms herein contained shall run with and bind the Tahiti Property, shall inure to the benefit of and shall be enforceable by any Party, and shall continue in full force and effect until the earlier of to occur of (i) sixty-five (65) years from the date this Agreement is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by both Parties is recorded within the year preceding the beginning of any such successive period of ten (10) years, agreeing to terminate this Agreement, and (ii) the date on which the Ground Lease is terminated.

6. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party and their respective partners, officers, directors, agents, employees, contractors and lenders from and against any and all claims, losses, damages, and expenses (including, without limitation, attorneys' fees) arising from or in any way connected to the use of the Tahiti Common Facilities by a Party, and their respective employees, agents, contractors, invitees, licensees and residents and their guests of such Party, but excepting to the extent such claims, losses, damages, and/or expenses are attributable to the negligence or willful misconduct of the Party seeking the indemnity provided for in this Section 6 or their employees, agents, contractors, invitees, residents and guests.

7. Binding Effect. Unless otherwise provided, this Agreement shall be binding upon and inure to the benefit of the grantees, successive owners, and assigns of the respective Parties hereto.

8. Notices. Any notices to be given hereunder by any Party to another Party may be effected either by personal delivery, in writing, or by United States mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties until notice of a different address is given at the following addresses:

Tahiti Owner: Beach2 Housing Partners LP
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Attn: Vicky Rodriguez

with a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Patrick D. McCalla

and to: BFIM Special Limited Partner, Inc.
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110

and to: BF Tahiti Apartments, LLLP
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110

Riviera Owner: JHC-BEACH3 LLC
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Attn: Tish Kelly

with a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Patrick D. McCalla

The foregoing address of each Party may be changed by written notice in accordance with this paragraph. Notices not personally served shall be deemed delivered seventy-two (72) hours after mailing.

9. Covenants Run With Land. The terms, provisions, restrictions, covenants, and agreements contained herein are made for the direct benefit of the Riviera Property; and shall, as to the owner of the Tahiti Property, its heirs, successors and assigns, operate as covenants running with the Tahiti Property for the benefit of the and the Riviera Property.

10. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. Entire Agreement. This Agreement constitutes the sole contract between the Parties and supersedes any and all other agreements, whether oral or written, with respect to the Tahiti Common Facilities and maintenance and use thereof. The Parties acknowledge that no

representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by all Parties who remain bound or benefited by the obligations or liabilities hereunder.

12. Mortgages Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Tahiti Property, provided that after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement. Any lien created or claimed under this Agreement is expressly made subject and subordinate to any mortgage, made in good faith and for value, recorded as of the date of the recordation of a notice describing such lien and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage unless the holder expressly subordinates his interest, of record, to such lien.

13. Attorneys' Fees. If any arbitration, action or proceeding is instituted by any person to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties its costs and expenses incurred in connection therewith including, without limitation, reasonable attorneys' fees, expert witness fees, and the costs and expenses of litigation.

14. Transfers. Riviera Owner agrees that any transfer of the Riviera Property shall be subject to the prior written consent of the Tahiti Owner which approval will not be unreasonably withheld, conditional or delayed.

15. Enforcement. In the event a Party fails to remedy a default in the payment of any sum or performance of any obligation required under this Agreement within thirty (30) days following receipt of written notice from the other Party (or a reasonable time thereafter in the event the default is not reasonably susceptible of being cured within thirty (30) days, but provided the defaulting Party commences the cure within the thirty (30) days and continues to diligently prosecute the same to completion), specifying the nature of such breach, the first Party may, at its sole option and discretion, enforce any one or more of the following remedies or any other rights or remedies to which it may be entitled by law or equity, whether or not set forth herein. All remedies provided herein by law or equity shall be cumulative and not exclusive:

(a) Bring a suit for damages for any compensable breach of any of the terms, provisions, and/or restrictions contained herein, or for declaratory relief to determine the enforceability of any terms, provisions, and/or restrictions, including all court costs, reasonable attorney's fees and other costs of collection or enforcement related thereto;

(b) In recognition that a violation by a Party of one or more of the terms, provisions, and/or restrictions herein contained may cause the other Party to suffer material injury or damage not compensable in money, bring an action in equity or otherwise for a specific performance to enforce the compliance with the terms, provisions, and/or restrictions herein contained, or an injunction to enjoin the continuance of any such breach or violation thereof;

(c) To declare any such breach or violation of the terms, provisions, and/or restrictions contained herein as a nuisance, to enter within any parcel and cure such default for the account of and the expense of the defaulting Party, whereupon any costs or expenses paid or incurred by another Party in abating such nuisance or curing such breach (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the maximum rate permitted by law, shall be a charge against the parcel, shall be a continuing lien thereon until paid and shall also be a personal obligation of the owner of the parcel when such charges became due and who committed such breach or violation; and

(d) Riviera Owner shall give BF Tahiti Apartments, LLLP ("Investor Limited Partner") written notice of any default under this Agreement (a "Default Notice") at the address set forth below or such other address as Investor Limited Partner may instruct Riviera Owner in writing from time to time:

BF Tahiti Apartments, LLLP
 c/o Boston Financial Investment Management, LP
 101 Arch Street, 13th Floor
 Boston, Massachusetts
 Attention: Asset Management -Tahiti Apartments

With a copy to:

Holland & Knight LLP
 10 St. James Avenue
 Boston, Massachusetts 02116
 Attention: Kristen M. Cassetta, Esq.

After Investor Limited Partner receives a Default Notice, Investor Limited Partner shall have a period of fifteen (15) days beyond the time available to Tahiti Owner under this Agreement in which to cure the breach or default by Tahiti Owner. Investor Limited Partner shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Tahiti Owner, except to the extent that Investor Limited Partner agrees or undertakes otherwise in writing.

16. No Rights Given to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Tahiti Property and/or the Riviera Property to the general public or for any public use or purpose whatsoever.

17. Estoppel Certificates.

(a) Each Party upon the written request (which may not be more frequent than two (2) times during any calendar year) from time to time of the other Party, shall issue to a prospective mortgagee or successor of such Party, within fifteen (15) business days of receipt of any such request, an estoppel certificate stating (i) whether the Party to whom the request has been directed knows of any default by the requesting Party under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether there are any amounts owing under this Agreement by the requesting Party to the Party

delivering the estoppel certificate; (iii) the Agreement has not, to such Party's knowledge, been modified or amended in any way by such Party, except as may be of record; and (iv) that to the Party's knowledge, this Agreement as of that date is in full force and effect.

(b) Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

(c) In the event a Party being requested to give an estoppel certificate pursuant to the provisions of this Section fails to give such certificate within the above-specified time period, it shall be deemed that, as of the date of the request: (i) such Party knows of no default by the requesting Party under this Agreement; (ii) no amounts are owing to such Party under this Agreement; (iii) the Agreement has not, to such Party's knowledge, been assigned or modified or amended in any way by such Party, except as may be of record; and (iv) this Agreement is, to such Party's knowledge, in full force and effect.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same instrument.

[signatures on following page.]

IN WITNESS WHEREOF, this Shared Use Agreement and Grant of Nonexclusive Easements has been executed to be effective as of the date of recordation.

BEACH2 HOUSING PARTNERS LP,
a California limited partnership

By: JHC-Beach2 MGP, LLC,
a California limited liability company,
its Managing General Partner


By: Jamboree Housing Corporation,
a California non-profit public benefit corporation,
its Managing Member

By: 
Name: Michael Massie
Title: Chief Development Officer

"Tahiti Owner"

JHC-BEACH3 LLC,
a California limited liability company

By: Jamboree Housing Corporation,
a California non-profit public benefit corporation,
its Manager

By: 
Name: Michael Massie
Title: Chief Development Officer

"Riviera Owner"

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

State of California)
County of Orange)

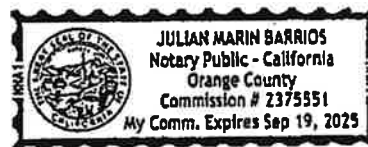
On 05/24/23, before me, Julian Marin Barrios,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Julian Marin Barrios (Seal)



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

State of California)
County of Orange)

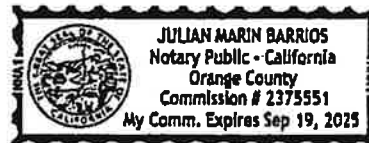
On 05/24/23, before me, Julian Marin Barrios,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Julian Marin Barrios* (Seal)



Notary Public

[SEAL]

APPROVAL OF RECORDING AND SUBORDINATION BY SUBORDINATE LENDER

ORANGE COUNTY HOUSING AUTHORITY, a public corporation created pursuant to California Health and Safety Code Section 34200 et seq., acting solely as the Housing Successor Agency to the Orange County Development Agency ("Authority"), as Beneficiary under that certain Deed of Trust, Assignment of Rents and Security Agreement made by JHC-BEACH2 LLC, a California limited liability company ("Original Borrower"), to First American Title Insurance Company, as trustee, and recorded December 4, 2020, in the Official Records of Orange County, California, as Instrument No. 2020000713137 ("Subordinate Deed of Trust") and that certain Assignment of Lessors Interest in Leases, Rents and Profits between Authority and Original Borrower and recorded December 4, 2020, in the Official Records of Orange County, California, as Instrument No. 2020000713138 ("Subordinate Assignment"), hereby approves and consents to the recording of this Shared Use Agreement and Grant of Nonexclusive Easements ("Agreement") and subordinates the lien of the above described Subordinate Deed of Trust and Subordinate Assignment to the Agreement to which this instrument is attached and to each and every provision thereof and to all easements provided for thereunder, however and wherever granted.

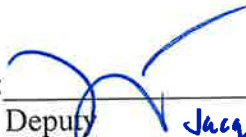
Date: _____, 2023

ORANGE COUNTY HOUSING AUTHORITY,
a public corporation created pursuant to California
Health and Safety Code Section 34200 et seq., acting
solely as the Housing Successor Agency to the Orange
County Development Agency

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  _____
Deputy *Jacqueline Guzman*

Dated: 10/17 _____, 2023

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

APPROVAL OF RECORDING AND SUBORDINATION BY SUBORDINATE LENDER

JHC-BEACH2 LLC, a California limited liability company, as Beneficiary under that certain Subordinated Deed of Trust made by BEACH2 HOUSING PARTNERS LP, a California limited partnership, to First American Title Insurance Company, as trustee, and recorded April 11, 2022, in the Official Records of Orange County, California, as Instrument No. 2022000138408 ("Subordinate Deed of Trust"), hereby approves and consents to the recording of this Shared Use Agreement and Grant of Nonexclusive Easements ("Agreement") and subordinates the lien of the above described Subordinate Deed of Trust to the Agreement to which this instrument is attached and to each and every provision thereof and to all easements provided for thereunder, however and wherever granted.

Date: _____, 2023

JHC-BEACH2 LLC,
a California limited liability company

By: Jamboree Housing Corporation,
a California non-profit public benefit corporation,
its sole Member and Manager

By: [Signature]
Name: Michael Massie
Title: Chief Development Officer

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

State of California)
County of Orange)

On 05/24/23, before me, Julian Marin Barrios,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



APPROVAL OF RECORDING

STANTON HOUSING AUTHORITY, a public body, corporate and politic, as Authority, under that certain Amended and Restated Regulatory Agreement by and between BEACH2 HOUSING PARTNERS LP, a California limited partnership, and Authority and recorded April 11, 2022, in the Official Records of Orange County, California, as Instrument No. 2022000138405 ("Regulatory Agreement"), hereby approves and consents to the recording of this Shared Use Agreement and Grant of Nonexclusive Easements ("Agreement").

Date: June 12, 2023

STANTON HOUSING AUTHORITY

By: Hannah Shin-Heydorn
Name: Hannah Shin-Heydorn
Title: Executive Director

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

State of California)
County of Orange)

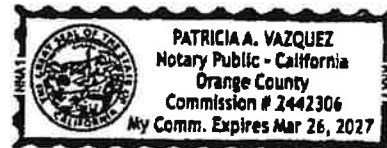
On June 12, 2023, before me, Patricia A. Vazquez,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



APPROVAL OF RECORDING BY PROPERTY OWNER

STANTON HOUSING AUTHORITY, a California public body, corporate and politic, as the current fee owner of the Tahiti Property (as defined in the Agreement), hereby approves and consents to the recording of this Shared Use Agreement and Grant of Nonexclusive Easements ("Agreement") to which this instrument is attached and to each and every provision thereof and to all easements provided for thereunder, however and wherever granted.

Date: June 12, 2023

STANTON HOUSING AUTHORITY,
a public body, corporate and politic

By: [Signature]
Name: Hannah Shin-Heydon
Its: Executive Director

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

State of California)
County of Orange)

On June 12, 2023, before me, Patricia A. Vazquez,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

BANNER BANK, a Washington corporation, as Beneficiary under that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by BEACH2 HOUSING PARTNERS LP, a California limited partnership, to UPF Washington, Incorporated, as trustee, and recorded April 11, 2022, in the Official Records of Orange County, California, as Instrument No. 2022000138406 ("Deed of Trust"), hereby approves and consents to the recording of this Shared Use Agreement and Grant of Nonexclusive Easements ("Agreement") and subordinates the lien of the above described Deed of Trust to the Agreement to which this instrument is attached and to each and every provision thereof and to all easements provided for thereunder, however and wherever granted.

Date: _____, 2023

Banner Bank,
a Washington corporation

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF TAHITI PROPERTY

That certain real property located in the City of Stanton, County of Orange, State of California described as:

THAT PORTION OF LOT 13 IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 11 WEST, AS SHOWN ON A MAP RESURVEY OF THE J.W. BIXBY AND CO'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 2 PAGE 43, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 2060, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 61 PAGES 11 TO 14 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

THENCE SOUTH 89° 57' 40" WEST ALONG THE NORTHERLY LINE OF THE SOUTH 20.00 ACRES OF SAID LOT 13 A DISTANCE OF 490.31 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING,

THENCE SOUTH 0° 12' 10" EAST 123.23 FEET TO THE NORTHERLY LINE OF LAND DESCRIBED IN A DEED BELONGING TO BRUCE M. YARBOROUGH AND WIFE, RECORDED NOVEMBER 3, 1949, IN BOOK 1923, PAGE 119, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE SOUTH 89° 57' 40" WEST 170.00 FEET ALONG SAID NORTHERLY LINE TO THE CENTER LINE OF STANTON ROAD, AS SHOWN ON SAID RECORD OF SURVEY MAP;

THENCE NORTH 0° 12' 10" WEST 123.23 FEET ALONG SAID CENTER LINE TO THE NORTHERLY LINE OF THE SOUTH 20 ACRES OF SAID LOT 13;

THENCE NORTH 89° 57' 40" EAST 170.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THE WEST 30.00 FEET AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 30, 1951, IN BOOK 2182, PAGE 410 OF SAID OFFICIAL RECORDS.

APN: 131-241-21

EXHIBIT "A"

TO SHARED USE AGREEMENT AND
GRANT OF NONEXCLUSIVE EASEMENTS

3008/020587-0185
18053505.10 a05/22/23

EXHIBIT "B"

LEGAL DESCRIPTION OF RIVIERA PROPERTY

That certain real property located in the City of Stanton, County of Orange, State of California described as:

THE NORTH 126.66 FEET OF THE SOUTH 536.64 FEET OF THE WEST 180 FEET OF LOT 13 IN SECTION 25 OF J. W. BIXBY AND COMPANY'S SUBDIVISION, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE(S) 43 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 131-241-07

EXHIBIT "B"

**TO SHARED USE AGREEMENT AND
GRANT OF NONEXCLUSIVE EASEMENTS**

3008/020587-0185
18053505.10 a05/22/23

EXHIBIT "C"

SITE PLAN

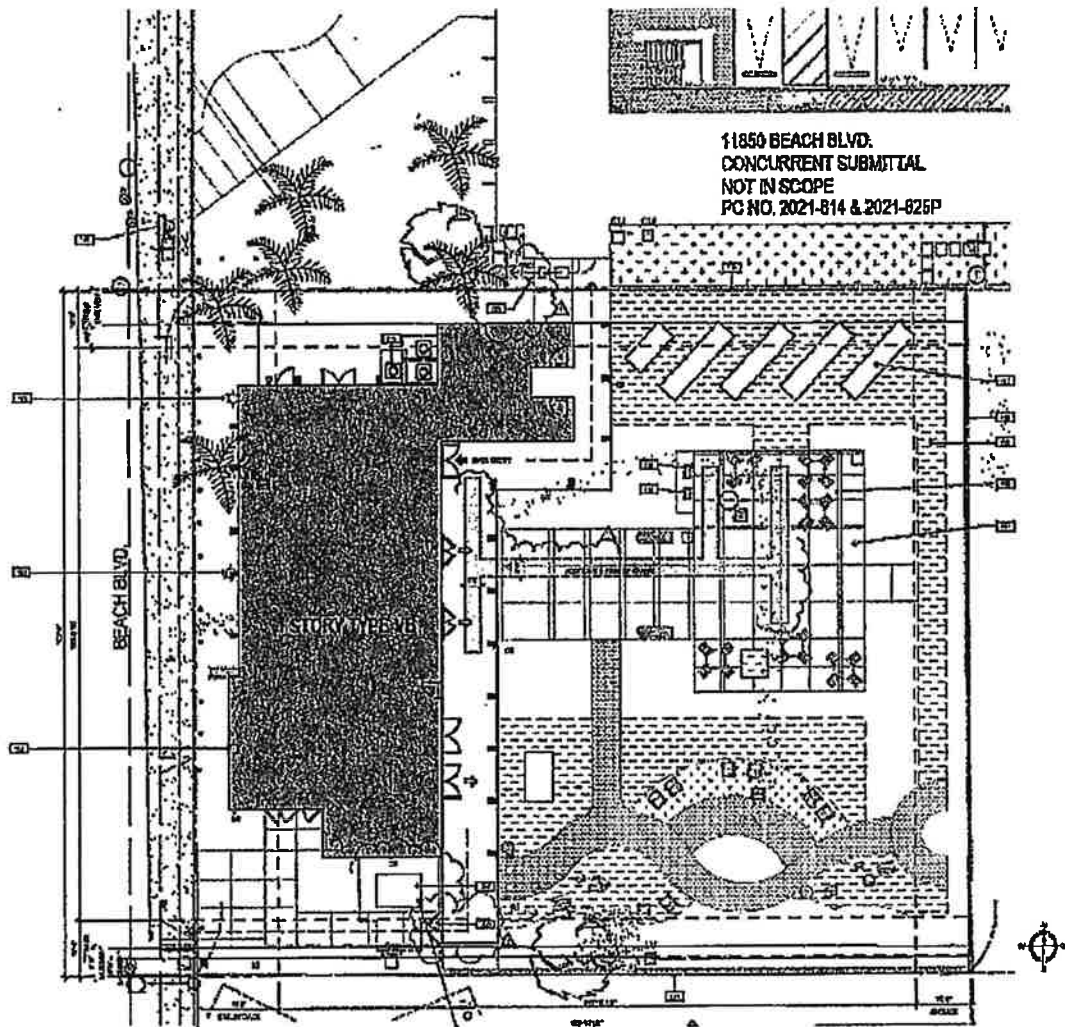


EXHIBIT "C"

**TO SHARED USE AGREEMENT AND
GRANT OF RECIPROCAL NONEXCLUSIVE EASEMENTS**

3008/020587-0185
18053505.10 05/22/23