

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Orange County Housing Authority
c/o OC Community Resources/
OC Housing & Community Development
1501 E. St. Andrew Place, 1st Floor,
Santa Ana, CA 92705
Attn: Executive Director

AMENDED AND RESTATED
REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

By and Between

ORANGE COUNTY HOUSING AUTHORITY,
acting solely as the Housing Successor Agency to the Orange County Development Agency
and

AMISTAD HOUSING PARTNERS II LP,
a California limited partnership

**REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Regulatory Agreement" or "Agreement") is made and entered into as of _____ 2024, by and between 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 ("**County**"), and AMISTAD HOUSING PARTNERS I LP, a California limited partnership (the "**Borrower**").

RECITALS

1. Jamboree-Tal Housing II, L.P. constructed a housing project on that certain real property located within the City of San Clemente, County of Orange, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "**Property**").

2. Pursuant to its authority granted under California law located at 33000 *et. Seq.* of the Health and Safety Code, the former Orange County Development Agency ("Agency") had the responsibility to carry out the Orange County Redevelopment Plan, which was adopted by the Board of Supervisors of the County of Orange, acting as the Board of Directors of the Agency. The Redevelopment Plan as described and as thereafter from time to time amended is referred to in this Agreement as the "Redevelopment Plan" and is incorporated into this Agreement by reference.

3. Jamboree-Tal Housing II, L.P. previously submitted to County an application for funding of a project, described herein, under its 2000 Affordable Rental Housing Program Notice of Funding Availability.

4. The County provided permanent financial assistance in the form of a loan to Borrower subject to the Borrower's agreement, amongst other things, to encumber the Property with certain rental restrictions, all as more particularly set forth in a previously recorded Regulatory Agreement recorded on June 21, 2004, as Instrument No. 2004000555674 in the Official Records of Orange County (the "Original Regulatory Agreement").

5. The California Legislature enacted legislation to dissolve redevelopment agencies. The Agency was dissolved pursuant to law on February 1, 2012. Pursuant to California Health & Safety Code section 34176 Agency's housing functions were transferred by operation of law to the local housing authority in the territorial jurisdiction of the former redevelopment agency, to that local housing authority, the Orange County Housing Authority, as Housing Successor to the Agency.

6. The Project is now transitioning to its next phase and, concurrent with the transition, Jamboree-Tal Housing II, L.P. will be assigning the County Loan Documents, as defined in the Loan Agreement, to Borrower and the Borrower will be assuming the County Loan Documents.

7. Whereas the Borrower and County have agreed to amend and restate the Original Regulatory Agreement for the sole purpose of extending the Qualified Project Period.

NOW, THEREFORE, the County and the Borrower hereby agree that this Regulatory Agreement shall amend and restate, in its entirety, the Original Regulatory agreement, and further agree as follows:

1. Definitions. Unless otherwise defined herein or in the Loan Agreement (as such term is defined below), capitalized terms used in this Regulatory Agreement shall have the respective meanings assigned to them in this Section 1:

1.1 "Act" means Chapter 8 (commencing with Section 33750) of Part 1 of Division 24 of the Health and Safety Code of the State of California, as amended.

1.2 "Adjusted Income" shall mean the adjusted income of all persons who intend to reside in one residential unit, calculated in the manner which complies with determinations of income for low income families under the Department of Housing and Urban Development's Section 8 Program of the United States Housing Act of 1937, as amended. In the event of a conflict between the definition of Adjusted Income in this Agreement and that contained in that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of November 1, 2001 (the "Senior Regulatory Agreement") for the senior first deed of trust Mortgage Loan, said definition in said Senior Regulatory Agreement shall control.

1.3 "Area" means Orange County.

1.4 "Borrower" means Amistad Housing Partners II, LP.

1.5 "Code" means the United States Internal Revenue Code of 1986, as amended hereafter, or any successor statute thereto.

1.6 "County" means the 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.

1.7 "Director" means the Executive Director of the Orange County Housing Authority or her or his nominee.

1.8 "Housing Act" means the United States Housing Act of 1937, as amended, or its successor.

1.9 "Loan" means the loan made by the County to the Borrower pursuant to the Loan Agreement for the purpose of financing the acquisition and development of the Project.

1.10 "Loan Agreement" means that certain Loan Agreement between the County and the Borrower dated June 11, 2004 as it may be amended from time to time, the terms of which are hereby incorporated herein by this reference.

1.11 "Median Income for the Area" shall mean the median income for the Area as most recently determined by the United States Department of Housing and Urban Development ("HUD") and published by the State of California. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, the County shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and the State.

1.12 "Parties" shall mean the County and the Borrower.

1.13 "Project" means collectively the Property and the structures and related buildings, and other improvements located on the Property from time to time together with all fixtures and other property owned by the Borrower and located on, or used in connection with, such buildings, structures and other improvements.

1.14 "Property" means the real property legally described on Exhibit "A", which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto appertaining.

1.15 "Qualified Project Period" shall mean the period beginning on the Close of Escrow and ending on the date which is fifty-five (55) years after the beginning of the Qualified Project Period. For purposes of this paragraph, "Close of Escrow" shall mean the date this Agreement as submitted through the escrow holder is in fact recorded.

1.16 "Qualified Tenant" or "Qualified Tenants" shall collectively mean the individuals occupying the Restricted Units with the Adjusted Incomes more particularly described in Exhibit "B" attached hereto and incorporated herein. The income of individuals shall be determined in a manner consistent with determinations of lower income households under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, in a manner consistent with such determinations under such program as is in effect immediately before such termination). In no event, however, will the occupant of a Restricted Unit be considered to be a Qualified Tenant if the occupant is a student, and is not entitled to file a federal income tax return unless said student is entitled to file a joint federal income tax return.

1.17 "Regulations" means the Income Tax Regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time.

1.18 "Regulatory Agreement" or "Agreement" means this Regulatory Agreement.

1.19 "Restricted Unit" or "Restricted Units" means the dwelling units in the

Project identified on Exhibit "B" attached hereto and incorporated herein required during the Qualified Project Period to be rented to, or held available for occupancy by Qualified Tenants pursuant to the terms, covenants and conditions of this Agreement, including, but not limited to, the rental restrictions and other matters set forth in said Exhibit "B" and the other Loan Documents.

1.20 "Term" is defined under Paragraph 8 of this Agreement.

2. County Requirements as to Restricted Units. The Borrower hereby represents, warrants and covenants as follows:

(a) Use of Restricted Units Borrower shall restrict the use, occupancy and rental of the Restricted Units of the Project to Qualified Tenants during the entire Qualified Project Period at the occupancy and rental rates provided for in Exhibit "B" attached hereto and incorporated herein. Borrower shall not rent nor permit the rental of any Restricted Unit in the Project except as provided in said Exhibit "B".

(b) Notifying Qualified Tenants Borrower shall adopt written tenant selection policies and criteria that meet the following requirements:

(1) Are consistent with the purpose of providing housing for Qualified Tenants and families;

(2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

(3) Provide for:

A. The selection of Qualified Tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

B. The prompt written notification to any rejected applicant of the grounds for any rejection; and

(4) Carry out the affirmative marketing procedures of the County, to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market Area to the program. Borrower and the County shall cooperate to effectuate this provision prior to the initial renting, or upon occurrence of a vacancy, the re-renting of any Restricted Unit.

(5) The Borrower agrees to provide to Qualified Tenants notice of all rent increases pursuant to applicable California law.

(c) Qualified Tenant Protections. The Restricted Units shall be rented to Qualified Tenants in accordance with the following terms.

(1) Lease The Lease between Borrower and a Qualified Tenant must be for

not less than one(1) year, unless otherwise agreed to in writing by both the Qualified Tenant and the Borrower; provided that after the expiration of the initial one (1) year term said lease may continue on a month to month basis, unless a longer term is agreed to in writing by both Qualified Tenant and Borrower.

- A. Prohibited Lease Terms The lease between the Borrower and any Qualified Tenant may not contain any of the following provisions:
- B. Agreement to be sued. Agreement by the Qualified Tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
- C. Treatment of property. Agreement by the Qualified Tenant that the Borrower may take, hold, or sell personal property of household members without notice to the Qualified Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Qualified Tenant concerning disposition of personal property remaining in the Restricted Unit after the Qualified Tenant has moved out of the Restricted Unit. The Borrower may dispose of this personal property in accordance with applicable state law.
- D. Excusing owner from responsibility. Agreement by the Qualified Tenant not to hold the Borrower or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- E. Waiver of notice. Agreement of the Qualified Tenant that the Borrower may evict the Qualified Tenant or household members without notice to the Qualified Tenant.
- F. Waiver of legal proceedings. Agreement by the Qualified Tenant that the Borrower may evict the Qualified Tenant or household members without instituting a civil court proceeding in which the Qualified Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- G. Waiver of a jury trial. Agreement by the Qualified Tenant to waive any right to a trial by jury.
- H. Waiver of right to appeal court decision. Agreement by the Qualified Tenant to waive the Qualified Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- I. Qualified Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Qualified Tenant to pay attorney's fees or other legal costs even if the Qualified Tenant wins in a court proceeding by the Borrower against the Qualified Tenant. The Qualified Tenant, however, may be obligated to pay costs if the Qualified Tenant loses.

(d) **Termination of Tenancy.** Borrower may not terminate the tenancy or refuse to renew the lease of a Qualified Tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; for completion of the transitional housing tenancy period (if the housing is transitional); or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Borrower's service upon the Qualified Tenant of written notice specifying the grounds for the action.

(e) **Nondiscrimination Covenant.** By acceptance hereof, the Borrower agrees, for itself, its successors, and assigns, to refrain from restricting the rental, or lease of the Project on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, and this lease or sublease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of, any person or group of persons, on account of race, color, creed, religion, handicap, national origin, sex, sexual orientation, marital status, age or ancestry in the leasing, subleasing, transferring, use or enjoyment of the land herein lease or subleased, nor shall the lessee himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, or subtenants in the land herein leased."

3. Qualified Tenants: Records and Reports. The Borrower shall submit to the County (i) not later than July 15, of each year, a report showing the necessary information to allow the County to determine the Owner's compliance with this Regulatory Agreement, and (ii) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, or the State of California.

4. Management. Borrower shall manage the Restricted Units in accordance with a management plan prepared by Borrower and approved by the Director (such approval not to be unreasonably withheld or delayed), describing Borrower's standards for operating, managing, and maintaining the Restricted Units, including, but not limited to, the components listed below (the "**Management Plan**"). The Management Plan shall provide for occupancy standards that are appropriate for the Restricted Units. Borrower shall manage the Restricted Units in accordance with the approved Management Plan, including such amendments as may be approved in writing from time to time by the Director, for the Qualified Project Period. The components of the Management Plan shall include:

(a) **Management Agent:** Borrower shall be the management agent or Borrower shall submit the name and qualifications of the proposed management agent. If the management agent is not Borrower, the County shall approve or

disapprove the proposed management agent in writing based on the experience and qualifications of the management agent.

(b) **Management Agreement:** Borrower shall submit a copy of the proposed management agreement specifying the amount of the management fee, and the relationship and division of responsibilities between Borrower and management agent. County acknowledges that prior to the date of this Regulatory Agreement, Borrower submitted to County and County approved, a management agreement.

(c) **Marketing Plan:** The marketing plan will apply to all of the units in the Project, including the Restricted Units (but not including the Manager's Unit). The Borrower shall submit a marketing plan for review and approval by the Director (such approval not to be unreasonably withheld or delayed). The marketing plan must contain procedures that ensure marketing of the Restricted Units to Qualified Tenants throughout Orange County (including both unincorporated areas and other incorporated cities). Such procedures shall be applicable for initial rent-up and ongoing marketing of the units throughout the Qualified Project Period. County acknowledges that prior to the date of this Regulatory Agreement, Borrower submitted to County and County approved, a management agreement. Borrower shall advertise vacancies of the Restricted Units in general distribution newspapers that circulate throughout the County. Where the Borrower utilizes other forms of advertising, such advertising shall also be distributed throughout the County.

(d) **Annual Budget and Projected Cash Flows:** Concurrently with the execution of this Regulatory Agreement, and annually thereafter not later than seventy-five (75) days after the close of each calendar year (December 31) thereafter, Owner shall submit, in a form that is acceptable to the County, a projected operating budget and cash flow for the Project to the County.

(e) **County Right to Replace Management Agent.** If at any time the County reasonably determines that the Project is not being managed or maintained in accordance with the approved Management Plan, Borrower shall change the noncompliant practices complained of within sixty (60) days after Borrower's receipt of written notice from the County in accordance with Paragraph 12 (b) hereof. If such noncompliant practices are material and continue following expiration of the foregoing sixty (60) day cure period, then subject to approval by Borrower's limited partner, County may require Borrower to terminate the management contract and designate and retain a different management agent, to be approved by the County (such approval not to be unreasonably withheld or delayed). The management agreement shall provide that it is subject to termination by Borrower without penalty, upon thirty (30) days prior written notice, at the direction of the County. Within thirty (30) days following a direction of the County to replace the management agent, Borrower shall select another management agent or make other arrangements reasonably satisfactory to the County for continuing management of the Project.

5. Maintenance; Compliance with Law. Borrower agrees to maintain all interior and exterior improvements, including landscaping, on the Project in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with

any Management Plan approved by the County under this Agreement (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Borrower acknowledges the great emphasis the County places on quality maintenance to protect its investment and to provide quality low-income housing for its constituents and to ensure that all County subsidized affordable housing projects within the County are not allowed to deteriorate due to deficient maintenance. In addition, Borrower shall keep the Project free from all graffiti and any accumulation of debris or waste material. Borrower shall promptly make all repairs and replacements necessary to keep the Project in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

In the event that Borrower breaches any of the covenants contained in this Section 5 and Borrower fails to commence to cure said default within of thirty (30) days after written notice from County and/or fails to thereafter complete said cure within sixty (60) days from the date of said notice, then County, in addition to whatever other remedies it may have under this Agreement, the other Loan Documents or at law or in equity, shall have the right to enter upon the Project and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County shall be permitted (but is not required) to enter upon the Project and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the Project. Borrower shall promptly pay to the County, as applicable, the amount of the expenditure arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, including a fifteen percent (15%) administrative charge.

6. Consideration. The County has made the Loan for the purpose, among others, of inducing the Borrower to provide affordable housing in the County of Orange. In consideration of the Loan to the Borrower, the Borrower has entered into this Agreement and has agreed to restrict the Restricted Units of the Project on the terms and conditions set forth herein.

7. Sale or Transfer of the Project. The Borrower hereby covenants and agrees not to voluntarily sell, transfer or otherwise dispose of the Project, or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the County; provided that any transfer of the Project permitted under the Loan Agreement shall be a permitted transfer under this Agreement. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 7 shall be null, void and without effect, shall cause a reversion of title to the Borrower and shall be ineffective to relieve the Borrower of its obligations under this Agreement. Any transfer of the Project to any entity, whether affiliated with the Borrower, shall be subject to the provisions of this Section 7.

8. Term This Agreement and all and each of the provisions hereof shall become effective upon its execution and delivery, shall remain in full force and effect for the

period provided herein and shall terminate in its entirety at the expiration of the Qualified Project Period.

9. Covenants to Run with the Land.

(a) All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by County, its successors and assigns, and the County and its successors and assigns, against Borrower, its successors and assigns, to or of the Project or any portion thereof or any interest therein, and any party in possession or occupancy of said Project or portion thereof.

(b) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that County shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of County and such covenants shall run in favor of County for the entire period during which such covenants shall be in force and effect, without regard to whether County is or remains an owner of any land or interest therein to which such covenants relate. County shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

(c) The County and its successors and assigns, and Borrower and the permitted successors and assigns of Borrower in and to all or any part of the fee title to the Project, shall jointly have the right upon written agreement signed by both parties to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Project. The covenants contained in this Agreement, without regard to technical classification shall not benefit or be enforceable by any owner of any other real property within or outside the Project, or any person or entity having any interest in any other such realty.

(d) No breach of any of the provisions of this Agreement shall impair, defeat, or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Project or any portion thereof.

10. Burden and Benefit. The County and the Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Project in that the Borrower's legal interest in the Project is rendered less valuable thereby. The County and the Borrower hereby further declare their

understanding and intent that the benefit of such covenants touching and concerning the land is the enhancement and increased enjoyment and use of the Project by Qualified Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by the furthering of public purposes for which the Loan was made.

11. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project to establish and carry out a common plan for the use, development, and improvement of the Project.

12. Default. Each of the following shall constitute an "Event of Default" by Borrower under this Agreement:

(a) **Failure to Make Payments.** Borrower fails to make any payment due the County under this Agreement within thirty (30) days after receiving written notice for said payment from the County;

(b) **Non-Monetary Failure to Perform.** Borrower fails to timely perform, comply with, or observe any of the terms, covenants, or conditions of this Agreement (other than those provisions elsewhere referred to in this Section 12) and such failure continues uncured or without Borrower commencing to diligently cure for thirty (30) days after notice thereof in writing is given by the County to Borrower;

(d) **Mortgage Loan Document Breach.** Any default or breach of Borrower which continues uncured after the expiration of any applicable cure period under the Loan Agreement, any Loan Document or any other loan document including, but not limited to, the Mortgage Loan Documents;

(e) **Voluntary Suspension.** The voluntary suspension of Borrower's business or the dissolution or termination of the partnership (if any) constituting Borrower;

(f) **Unauthorized Transfer.** Borrower's sale or other transfer of the Project in violation of this Agreement;

(g) **Fraud or Material Misstatement or Omissions.** Any fraudulent act or intentional material omission of Borrower' pertaining to or made in connection with the Loan, Loan Documents, or the Project;

(h) **Insolvency.** A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period will

apply under this subsection 8.1(h) as well; or Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note; or

(i) Project Monies. Borrower's misapplication or embezzlement of Project monies.

13. Remedies. The occurrence of any Event of Default shall, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the Loan and shall give the County the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents or otherwise available at law or in equity or by statute (and all of the County's rights and remedies shall be cumulative), including but not limited to the following:

(a) Acceleration of Note. The County shall have the right to cause all indebtedness of the Borrower to the County under the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest, or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the County on demand all expenses, costs, and fees (including, without limitation, attorneys' fees, and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under this Agreement and/or the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement and/or the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County shall have the right to cure any monetary default by Borrower under this Agreement. The Borrower agrees to reimburse the County for any funds advanced by the County to cure a monetary default by Borrower upon demand therefore, together with interest thereon at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever rate is lesser, from the date of expenditure until the date of reimbursement.

(d) Remedies Cumulative. No right, power, or remedy given to the County by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to

the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

(e) **Waiver of Terms and Conditions.** No waiver of any default or breach by Borrower hereunder shall be implied from any omission by the County to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers 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 the County to or of any act by Borrower 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. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement or the Loan Documents, nor shall it invalidate any act done pursuant to notice of default, or prejudice the County in the exercise of any right, power, or remedy hereunder or under the Loan Documents, unless in the exercise of any such right, power, or remedy all obligations of Borrower to County are paid and discharged in full.

14. Recording and Filing. The Borrower shall cause this Agreement, and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County of Orange and in such other places as the County may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

15. Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394

16. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto, or their successors in title and duly recorded in the real property records of the County of Orange.

17. Notices.

(a) Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Borrower: Amistad Housing Partners I LP
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Irvine, CA 92614
Attention: Asset Management

With a copy to:
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Attn: Patrick D. McCalla, Esq

County:

Orange County Housing Authority
c/o OC Community Resources/
Housing & Community Development
1501 E. St. Andrew Place, 1st Floor,
Santa Ana, CA 92705
Attn: Executive Director

Notice shall be deemed given three business days after the date of mailing.

18. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

19. Additional Terms.

(a) **Indemnity.** To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the County and its elected officials, officers, governing members, employees, attorneys and agents (collectively, the "Indemnified Parties"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses of any and every conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject to under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) this Agreement or the execution or amendment thereof or in connection with the transactions contemplated thereby;

(ii) Borrower's ownership or operation of the Project or any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation, operation or rehabilitation of, the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the County, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the County in respect of any portion of the Project;

(iv) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

except to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment and payment for of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement.

(b) Time. Time is of the essence in this Agreement.

(c) Construction. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, words imparting persons shall include firms, associations, partnerships and corporations, and words of either gender shall include the other gender.

(d) Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under any Loan Document or in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to any Loan Document, or the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

(e) Nonliability. By accepting or approving anything required to be performed or given to County under this Agreement County shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by County to anyone.

(f) Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of County to Borrower, or any claim by Borrower against County, in connection with this Agreement or otherwise, Borrower hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Borrower's obligations under this Agreement or (b) to claim that the existence of any such obligation, liability or claim excuses the nonperformance by Borrower of any of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BORROWER:

AMISTAD HOUSING PARTNERS II LP,
a California limited partnership

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

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

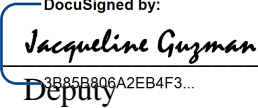
By: _____
Michael Massie
Executive Vice President and Chief Development Officer

COUNTY:

ORANGE COUNTY HOUSING AUTHORITY,
Acting as the Housing Successor Agency to the
Orange County Development Agency

By: _____
Julia Bidwell, Executive Director,
Orange County Housing Authority

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  _____
Deputy

Dated _____ 5/7/2024

EXHIBIT A

Legal Description of the Property

Real property in the City of San Clemente, County of Orange, State of California, described as follows:

LOT 2 OF TRACT NO. 13898, AS SHOWN ON A MAP FILED IN BOOK 817, PAGES 36 TO 40 INCLUSIVE

OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN AND UNDERLYING THE DISTINCTIVE BORDER OF THIS TRACT MAP AS DEDICATED TO THE SANTA

MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

ALSO EXCEPTING THEREFROM ANY AND ALL UNPROCESSED OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING, AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND AS DESCRIBED THEREIN, BUT WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF THE PROPERTY TO DRILL, MINE, STORE, EXPLORE, OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE PROPERTY, RECORDED JUNE 28, 2002 AS INSTRUMENT NO. 20020548428.

APN: 701-041-38.

EXHIBIT B
RENT & AFFORDABILITY SCHEDULE

LOW-INCOME QUALIFIED TENANT/UNIT MIX (OCDA/HSA)

Mendocino at Talega II
123 Calle Amistad B, San Clemente, California

Number of Restricted Units	Number of Bedrooms	* Gross Restricted Rental Rate	**Utility Allowance	***Net Restricted Rental Rate	Income Limit based on Area Median Income (AMI)	Age Restriction (if any)	Project Based Section 8 Units	Number of Years Restricted
14	2	\$1,292	\$110	\$1,182	40%	N/A	0	55
15	3	\$1,492	\$139	\$1,353	40%	N/A	0	55
16	2	\$1,938	\$110	\$1,828	60%	N/A	0	55
16	3	\$2,238	\$139	\$2,099	60%	N/A	0	55
1	3	\$2,238	\$139	\$2,099	60%	N/A	0	55
Total 62							Total 0	

* Restricted Rental Rate is based on the 2024 Area Median Income (AMI) published by HUD annually and does not include utility allowance deduction.

** Utility allowance is based on the 2024 utility schedule published by the Orange County Housing Authority annually.

*** Rent increases shall be limited to no more than the lower of rent established as affordable based on the Median Income for the Area and the affordability restrictions set forth above, which is adjusted annually by HUD and published by the State of California, as referenced in the Loan Agreement Section 3.1(d).