

EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to Loan Agreement between BEVERLY PSH, L.P., a California limited partnership, as "Borrower", CITY OF LOS ANGELES, as "Issuer" and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as "Bondowner Representative," dated as of October 1, 2015.

EXHIBIT A-1 – DESCRIPTION OF DAY CARE PREMISES

EXHIBIT B - DOCUMENTS

Exhibit B to Loan Agreement between BEVERLY PSH, L.P., a California limited partnership, as "Borrower", CITY OF LOS ANGELES, CALIFORNIA, as "Issuer" and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as "Bondowner Representative" dated as of October 1, 2015.

1. Loan Documents. The documents listed below, numbered 1.1 through 1.24 inclusive, and amendments, modifications and supplements thereto which have received the prior written consent of Bondowner Representative, together with any documents executed in the future that are approved by Bondowner Representative and that recite that they are "Loan Documents" for purposes of this Loan Agreement are collectively referred to herein as the Loan Documents.
 - 1.1 This Loan Agreement.
 - 1.2 Promissory Note together with an Allonge executed by Issuer in favor of Bond Trustee.
 - 1.3 The Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith executed by Borrower, as Trustor, to Title Company, as Trustee, for the benefit of Bond Trustee, as Beneficiary.
 - 1.4 Pledge and Security Agreement of even date herewith executed by Borrower and General Partner, as debtors, in favor of Bondowner Representative.
 - 1.5 Security Agreement (Rights to Payment) of even date herewith executed by Borrower in favor of Bondowner Representative.
 - 1.6 Uniform Commercial Code – National Financing Statements – form UCC 1 (Deed of Trust), dated of even date herewith showing Borrower, as Debtor, and Bond Trustee, as Secured Party (for filing in California).
 - 1.7 Uniform Commercial Code – National Financing Statement – form UCC 1 (Tax Credits), dated of even date herewith showing Borrower, as Debtor, General Partner, as Additional Debtor, and Bondowner Representative, as Secured Party (for filing in California).
 - 1.8 Assignment of Construction Contracts of even date herewith executed by Borrower and Contractor in favor of Bondowner Representative.
 - 1.9 Assignment of Architectural Agreements and Plans and Specifications of even date herewith executed by Borrower and Architect in favor of Bondowner Representative.
 - 1.10 *Assignment of Management Agreement of even date herewith executed by Borrower in favor of Bondowner Representative.*
 - 1.11 Assignment of Development Fee Agreement of even date herewith executed by Borrower and Developer, in favor of Bondowner Representative.
 - 1.12 Copartnership, Joint Venture or Association Borrowing Certificate of even date herewith executed by Managing General Partner.
 - 1.13 Corporate Resolution Authorizing Partnership Activity of even date herewith executed by the Managing General Partner.

- 1.14 Corporate Resolution Authorizing Guaranty and Indemnity Agreement of even date herewith executed by Guarantor.
 - 1.15 Agreement for Disbursement Prior to Recordation.
 - 1.16 Transfer Authorizer Designation executed by Borrower.
 - 1.17 Assignment of Deed of Trust and Loan Documents of even date herewith executed by the Issuer in favor of Bond Trustee.
 - 1.18 Subordination Agreement dated as of even date herewith, by and among HCID, Borrower, Bond Trustee and Bondowner Representative.
 - 1.19 Subordination Agreement dated as of even date herewith by and among CDC, Borrower, Bond Trustee and Bondowner Representative.
 - 1.20 Subordination Agreement dated as of even date herewith by and among AHP Lender, Borrower, Bond Trustee and Bondowner Representative.
 - 1.21 Subordination Agreement (Right of First Refusal Agreement to Deed of Trust) dated as of even date herewith, by and among Borrower, General Partner Bondowner Representative and Investor Limited Partner.
 - 1.22 Assignment of Agreement to Enter Into Housing Assistance Payments Contract.
 - 1.23 Consent by HUD to Assignment of Housing Assistance Payments Contract.
 - 1.24 Replacement Reserve Agreement.
 - 1.25 Delivery Assurance Note.
 - 1.26 Delivery Assurance Deed of Trust.
2. Other Related Documents (Which Are Not Loan Documents):
- 2.1 Completion Guaranty of even date herewith executed by Guarantor, as Guarantor, in favor of Bondowner Representative.
 - 2.2 Repayment Guaranty of even date herewith executed by Guarantor, as Guarantor, in favor of Bondowner Representative.
 - 2.3 Non-Recourse Indemnification.
 - 2.4 Hazardous Materials Indemnity Agreement (Unsecured) dated of even date herewith executed by Guarantor, as Indemnitor, in favor of Bondowner Representative, Issuer and the Bond Trustee.
 - 2.5 Any Swap Agreement between Borrower and Bondowner Representative.
 - 2.6 Opinion of Borrower's Legal Counsel dated as of the Effective Date, executed by Borrower's Legal Counsel on behalf of Borrower, Guarantors and Indemnitors, in favor of Issuer, Bond Trustee and Bondowner Representative and their successors and assigns.
 - 2.7 Opinion of Bond Counsel.

EXHIBIT C - FINANCIAL REQUIREMENT ANALYSIS

Exhibit C to LOAN AGREEMENT between BEVERLY PSH, L.P., a California limited partnership, as "Borrower", CITY OF LOS ANGELES, CALIFORNIA, as "Issuer" and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as "Bondowner Representative" dated as of October 1, 2015.

The Financial Requirement Analysis set forth herein represents an analysis of the total costs necessary in Borrower's estimation to perform Borrower's obligations under the Loan Documents. Column A, "Original Budget," sets forth Borrower's representation of the maximum costs for each Item specified in Column A. Column B, "**Deferred Costs**" sets forth Borrower's representation of costs that Borrower has paid or has caused to be paid from other sources of funds for each Item specified in Column B. Column C, "Net Construction Budget" sets forth the portion of the Loan and Borrower's Funds which has been allocated for each Item specified in Column C and will be disbursed pursuant to the terms, covenants, conditions and provisions of Exhibit D of this Loan Agreement and the Loan Documents. Unless specified otherwise, all reference to Columns or Items in this Loan Agreement refer to Columns or Items in this Exhibit C.

EXHIBIT D - DISBURSEMENT PLAN

NOTE TO BORROWER: EXHIBIT D TO BE COMPLETED ONCE BUDGET FINALIZED

Exhibit D to LOAN AGREEMENT between BEVERLY PSH, L.P., a California limited partnership, as "Borrower", CITY OF LOS ANGELES, CALIFORNIA, as "Issuer" and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns as "Bondowner Representative" dated as of October 1, 2015.

1. Timing of Disbursement. Unless another provision of this Loan Agreement specifies otherwise, on or about the last day of each month, or at such other times as Bondowner Representative may approve or determine more appropriate, Borrower shall submit to:

Wells Fargo Bank, National Association
Minneapolis Loan Center
608 2nd Avenue South, 11th Floor
MAC # N9303-110
Minneapolis, MN 55402
Attention: Courtney Bless

a written itemized statement, signed by Borrower ("**Application for Payment**") setting forth:

- 1.1 A description of the work performed, material supplied and/or costs incurred or due for which disbursement is requested with respect to any line item ("**Item**") shown in Column D ("**Disbursement Budget**") of the Financial Requirement Analysis attached as Exhibit C to this Loan Agreement.
 - 1.2 The total amount incurred, expended and/or due for each requested Item less prior disbursements.
 - 1.3 Each Application for Payment by Borrower shall constitute a representation and warranty by Borrower that Borrower is in compliance with all the conditions precedent to a disbursement specified in this Loan Agreement.
 - 1.4 Bondowner Representative shall have the right to require that Disbursements shall be made, after satisfaction of the conditions contained in this Exhibit D and the Disbursement Plan. Disbursement of Bond proceeds shall be made to the Construction Fund, pursuant to an Application for Payment as provided in this Loan Agreement and in accordance with the Indenture, into Borrower's demand deposit account at Wells Fargo Bank, National Association, account number _____.
 - 1.5 Each Application for Payment by Borrower shall constitute a representation and warranty by Borrower that Borrower is in compliance with the Issuer's prevailing wage requirements as set forth in the Regulatory Agreement.
 - 1.6 No Disbursements shall be made from and after the Conversion Date.
2. Bondowner Representative's Right to Condition Disbursements. Bondowner Representative shall have the right to condition any disbursement upon Bondowner Representative's receipt and approval of the following:
 - 2.1 the Application for Payment and an itemized requisition for payment of line items shown in the Disbursement Budget as hard costs ("**Hard Costs**");

- 2.2 bills, invoices, documents of title, vouchers, statements, payroll records, receipts and any other documents evidencing the total amount expended, incurred or due for any requested Items;
- 2.3 evidence of Borrower's use of a lien release, joint check and voucher system acceptable to Bondowner Representative for payments or disbursements to any contractor, subcontractor, materialman, supplier or lien claimant;
- 2.4 architect's, inspector's and/or engineer's periodic certifications of the percentage and/or stage of construction that has been completed and its conformance to the Plans and Specifications and governmental requirements based upon any such architect's, inspector's and/or engineer's periodic physical inspections of the Property and Improvements;
- 2.5 waivers and releases of any mechanics' lien, stop notice claim, equitable lien claim or other lien claim rights;
- 2.6 evidence of Borrower's compliance with the provisions of the Articles and Sections of this Loan Agreement entitled Construction and Authority/Enforceability;
- 2.7 a written release executed by any surety to whom Bondowner Representative has issued or will issue a set-aside letter and/or any public entity or agency which is a beneficiary under any instrument of credit or standby letter of credit which Bondowner Representative has issued or will issue with respect to the Loan;
- 2.8 valid, recorded Notice(s) of Completion for the Improvements or any portions of the Improvements for which Notice(s) of Completion may be recorded under applicable law;
- 2.9 Certificate of Substantial Completion from the Architect prior to the final retention disbursement or the final stage disbursement of Hard Costs, as applicable;
- 2.10 date down endorsements to Bond Trustee's title policy satisfactory to Bondowner Representative;
- 2.11 any other document, requirement, evidence or information that Bondowner Representative may request under any provision of the Loan Documents;
- 2.12 evidence that any goods, materials, supplies, fixtures or other work in process for which disbursement is requested have been incorporated into the Improvements;
- 2.13 in the event that any Application for Payment includes the cost of materials stored on the Property ("**Onsite Materials**"), such Application for Payment shall include each of the following: (a) evidence that the Onsite Materials have been purchased by Borrower; (b) evidence that the Onsite Materials are insured as required hereunder; and (c) evidence that the Onsite Materials are stored in an area on the Property for which adequate security is provided against theft and vandalism; and
- 2.14 in the event any Application for Payment includes the cost of materials stored at a location other than the Property ("**Offsite Materials**"), such Application for Payment shall include each of the following: (a) evidence that the Offsite Materials have been purchased by Borrower, have been segregated from other materials in the facility and have been appropriately marked to indicate Borrower's ownership thereof and Bondowner Representative's security interest therein; and (b) evidence that the Offsite Materials are insured as required by this Loan Agreement; and (c) at Bondowner Representative's request, a security agreement, financing statement and/or subordination

agreement in form and substance satisfactory to Bondowner Representative executed by the supplier of the Offsite Materials, and/or such other persons as Bondowner Representative determines may have an interest in or claim to the Offsite Materials, together with such other additional documentation and evidence as Bondowner Representative may reasonably require to assure itself that it has a perfected first priority lien on the Offsite Materials.

Borrower acknowledges that this approval process may result in disbursement delays and Borrower hereby consents to all such delays.

Borrower further acknowledges that all disbursements are subject to the prior written consent of the Issuer in the manner and to the extent set forth in Section 3.03 of the Indenture.

3. Disbursement of Acquisition of Building Costs. The portion of the Disbursement Budget totaling \$_____ has been disbursed to or for the benefit or account of Borrower for the payment of Borrower's Acquisition of Building Costs.
4. Disbursement of Construction Costs, Site Work and General Requirements. As construction progresses, the Portion of the Disbursement Budget totaling \$_____ (\$_____ as to Construction Costs, \$_____ as to Sitework and \$_____ as to General Requirements) shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the Construction Costs, Sitework and General Contingency, as applicable, up to ninety percent (90%) of the maximum amount allocated for such Item less prior disbursements. The remaining ten percent (10%) ("**Retention**") for Construction Costs, Sitework items and General Requirement items shall be disbursed into the Account or to or for the benefit or account of Borrower upon completion of the Improvements in accordance with the Plans and Specifications, governmental requirements, the statutory lien period has expired, and Bondowner Representative has received a 101.2 Mechanic's Lien Free Endorsement to the Title Policy.
5. Hard Costs Contingency. The Portion of the Disbursement Budget totaling \$_____ allocated for the payment of Hard Cost Contingencies, shall be periodically reallocated within the Disbursement Budget or disbursed into the Account or to or for the benefit or account of Borrower for cost overruns that have been approved by Bondowner Representative for Hard Cost Items and disbursed in accordance with Paragraph 4 hereof depending upon the intended use of any such funds.
6. Periodic Disbursement for Furnishings. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Furnishing Costs.
7. Disbursement of Legal-Acquisition Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of Legal – Acquisition Costs.
8. Disbursement of Payment and Performance Bond Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of Payment and Performance Bond Costs.
9. Periodic Disbursement of Inspection Fees. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed in to the Account or to or for the benefit or account of Borrower for the payment of Inspection Fees. Bondowner Representative is hereby authorized to charge the Loan and Borrower's Funds Account directly for such fees as they become due. Bondowner Representative shall provide Borrower with statements for all inspection fees incurred. Depletion of funds in this category shall not release Borrower from any of Borrower's obligations under the Loan Documents, including, but not limited to paying fees

incurred in connection with the Loan pursuant to that certain Section of the Loan Agreement entitled Expenses and depositing Borrower's Funds with Bondowner Representative pursuant to Sections 4.4 and 4.6 of the Loan Agreement.

10. Periodic Disbursement of Architect and Engineering Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Architect and Engineering Costs.
11. Periodic Disbursement of Environmental Report and Abatement Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Environmental Report and Abatement Costs.
12. Disbursement of Appraisal - Acquisition Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of Appraisal - Acquisition Costs.
13. Periodic Disbursement of Audit Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit of account of Borrower for the payment of Audit Costs.
14. Soft Costs Contingency Reserve. The portion of the Disbursement Budget allocated for the payment of Soft Cost Contingencies initially totaling \$_____, shall be periodically reallocated within the Disbursement Budget or disbursed into the Account or to or for the benefit or account of Borrower for cost overruns that have been approved by Bondowner Representative for Soft Costs Items and disbursed in accordance with Exhibit D hereof, depending upon the intended use of any such funds.
15. Periodic Disbursement of Relocation Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Relocation Costs.
16. Periodic Disbursement of Municipal Permits and Fees Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Municipal Permits and Fees Costs.
17. Periodic Disbursement of Construction Period Interest Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed directly to the Bond Trustee for the payment of interest which accrues and becomes due under the Note. Bond Trustee is hereby authorized to charge the Loan and Borrower's Funds Account directly for such interest payments when due.
18. Periodic Disbursement of Construction Insurance and Hazard/Liability Insurance Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Construction Insurance and Hazard/Liability Insurance Costs.
19. Disbursement of Construction Legal Fees. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of the Construction Legal Fees.
20. Periodic Disbursement of Title and Recording – Construction Fees. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Title and Recording – Construction Fees.

21. Periodic Disbursement of Developer's Fees. The portion of the Disbursement Budget initially totaling \$_____, shall be periodically available for disbursement into the Account or to or for the benefit or account of Borrower for the payment of Borrower's Developer Fee in accordance with the following (and provided all other conditions to disbursement set forth in Sections 4.2 and 4.3 of the Loan Agreement have been satisfied in full): [To Follow]. All other amounts set forth on the Disbursement Budget for Borrower's Developer Fee shall be payable from subsequent Capital Contributions from Investor Limited Partner and from net cash flow only following the repayment in full with interest of the Loan and the satisfaction of all other obligations under the Loan Documents.
22. Disbursement of Title and Recording – Mortgage Loan Closing Fees. The portion of the Disbursement Budget initially totaling \$_____, shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of Title and Recording – Mortgage Loan Closing Costs and Fees relating to the Project.
23. Disbursement of Operating Reserve Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be deferred and shall not be paid from Loan proceeds. Operating Reserve Costs shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.
24. Disbursement of TCAC Application Fees. The portion of the Disbursement Budget initially totaling \$_____, shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of TCAC Application Fees.
25. Disbursement of Bondowner Representative Construction Loan Fee. The portion of the Disbursement Budget initially totaling \$_____, shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of Bondowner Representative Construction Loan Fee.
26. Periodic Disbursement of Marketing Costs. The portion of the Disbursement Budget initially totaling \$_____, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Marketing Costs.
27. Disbursement of Replacement Reserve Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be deferred and shall not be paid from Loan proceeds. Replacement Reserve Costs shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.
28. Periodic Disbursement of Syndication Consultant Fees. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Syndication Consultant Fees.
29. Disbursement of Legal – Closing Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of the Legal – Closing Fees and Costs.
30. Disbursement of Legal – Mortgage Loan Closing Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of the Legal – Closing Fees and Costs.
31. Disbursement of Legal – Organization Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of the Legal – Organization Fees and Costs.

32. Disbursement of Legal – Syndication Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or for the benefit or account of Borrower for the payment of the Legal – Syndication Fees and Costs.
33. Periodic Disbursement for Market Study Costs. The portion of the Disbursement Budget initially totaling \$_____ shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Market Study Costs.
34. Disbursement for Costs of Issuance. The portion of the Disbursement Budget initially totaling \$_____ shall be disbursed into the Account or to or form the benefit or account of Borrower for the payment of Costs of Issuance.

SCHEDULE 1

DISBURSEMENT PROCEDURE

Borrower, Issuer, Bond Trustee and Bondowner Representative shall follow the procedures and requirements set forth below with respect to disbursements of the Loan:

1.1 Submission of Application for Payment. Prior to disbursement of any proceeds of the Loan, Borrower shall simultaneously submit to Issuer, Bond Trustee and Bondowner Representative for approval identical copies of the requisition statement (the "**Requisition Statement**") in the form attached hereto as Exhibit D-1 and all waivers and lien releases for work or services performed and releases of stop notices and mechanic's liens (if applicable), along with any additional supporting documentation as may be requested by Issuer, Bond Trustee or Bondowner Representative. Bondowner Representative shall have no responsibility or obligation to deliver any of the foregoing, or any other documentation required pursuant to this Section 1.1 to Bond Trustee, Issuer, or any other party. In connection with Borrower's submission of the Requisition Statement, Borrower shall submit to Bondowner Representative a certificate in the form attached hereto as Exhibit D-2, certifying to Bondowner Representative that Borrower has delivered to Issuer and Bond Trustee the items set forth above, and has delivered to Issuer all documents evidencing compliance with the prevailing wage requirements, pursuant to the requirements of any documents relating to the Subordinate Loan Documents, and any items required by the City Compliance Unit and Seller Contract Compliance Unit (as such terms are defined below) in order to clear any outstanding deficiencies from any prior compliance review of the Project. With respect to each party, the Requisition Statement and all additional and supporting documentation required by such party shall be hereinafter referred to as the "**Application for Payment.**"

1.2 Approval of Application for Payment. Issuer, Bond Trustee and Bondowner Representative shall review each Application for Payment submitted by Borrower. Issuer, Bond Trustee and Bondowner Representative shall notify each other and Borrower of each party's approval or disapproval of the Application for Payment within five (5) business days of each party's receipt of such Application for Payment by delivery to each party of the Disbursement/Change Order Approval Notice in the form attached hereto as Exhibit D-3. Bondowner Representative shall have the right to halt its processing of any disbursement pursuant to an Application for Payment until such time as Bondowner Representative has received a Disbursement/Change Order Approval Notice from Issuer and/or Bond Trustee. If Issuer and Bondowner Representative disagree as to the approval of an Application for Payment, they shall meet and confer in good faith, either in-person, by teleconference or electronically, upon the request of any of them, in order to resolve the matter. If Issuer and Bondowner Representative cannot agree upon the approval or disapproval of an Application for Payment following such meeting, Bondowner Representative may approve the Application for Payment or may direct Bond Trustee to withhold disbursement of Loan proceeds until receipt of Issuer's Disbursement/Change Order Approval Notice, as applicable, with respect to such Application for Payment.

1.3 Disbursement of Loan Proceeds. Upon Bondowner Representative's approval of any Application for Payment, and upon receipt of all required notices of approval from Issuer, Bond Trustee, and the City Compliance Unit as set forth in Section 1.2 above, Bondowner Representative shall remit to Bond Trustee, in respect of hard cost items, ninety percent (90%) of the amount of Loan proceeds approved by Bondowner Representative with respect to its review of the Application for Payment and retain the remaining ten percent (10%) of the Loan Proceeds (the "**Retention Funds**") until completion of construction of the Project in accordance with the terms of the Loan Agreement. In respect of soft costs, Bondowner Representative shall remit one hundred percent (100%) of the amount of Loan proceeds approved by Bondowner Representative with respect to its review of the Application for Payment. Bond Trustee shall then deposit the amount remitted by Bondowner Representative to Borrower's demand deposit account at Wells Fargo Bank, National Association, account number _____. Bondowner Representative shall retain the Retention Funds until completion of construction of the Project in accordance with the terms of the Loan Agreement, at which time Bondowner Representative will remit the Retention Funds to Bond Trustee so that Bond Trustee may disburse the Retention Funds to

Borrower at the direction of Bondowner Representative upon Bondowner Representative's receipt of all required approvals of Borrower's Application for Payment therefor in accordance with Section 1.2 above.

EXHIBIT D-1

FORM OF REQUISITION STATEMENT

CONSTRUCTION FUND DISBURSEMENT REQUEST

To: _____, as trustee (the "**Bond Trustee**") under that certain Indenture of Trust, dated as of October 1, 2015 (the "**Indenture**"), among the Bond Trustee, City of Los Angeles and Wells Fargo Bank, National Association, as Bondholder Representative.

1. YOU ARE REQUESTED TO DISBURSE FUNDS FROM THE CONSTRUCTION FUND PURSUANT TO SECTION 3.03 OF THE INDENTURE IN THE AMOUNT(S), TO THE PERSON(S) AND FOR THE PURPOSE(S) SET FORTH ON SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. CAPITALIZED TERMS NOT DEFINED HEREIN HAVE THE MEANINGS ASSIGNED THERETO IN THE INDENTURE.

2. THE UNDERSIGNED CERTIFIES THAT:

(i) there has been received no notice (a) of any lien, right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein, and (b) that any materials, supplies or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or bonded over or will be released, discharged, insured or bonded over upon payment of the requisition;

(ii) such requisition contains no items representing payment on account of any percentage entitled to be retained at the date of the certificate;

(iii) the obligation stated on the requisition has been incurred in or about the acquisition, construction or equipping of the Project, each item is a proper charge against the Construction Fund, and the obligation has not been the basis for a prior requisition that has been paid;

(iv) such requisition contains no items representing any Issuance Costs or any other amount constituting an issuance cost under Section 147(g) of the Code;

(v) not less than 95% of the sum of: (a) the amounts requisitioned by this Requisition to be funded with the proceeds of the Bond plus (b) all amounts allocated to the Bond previously disbursed from the Construction Fund, have been or will be applied by the Owner to pay Qualified Project Costs;

(vi) as of the date hereof no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute, an Event of Default under this Indenture or under the Loan Agreement or, to our knowledge, an Event of Default under the Indenture; and

(vii) such requisition complies with all applicable requirements of the Regulatory Agreement including, without limitation, Section 7(j) thereof, as well as with all applicable requirements of the Loan Agreement and the Tax Certificate.

3. THE OWNER HAS OBTAINED WRITTEN CONSENT OF THE BONDOWNER REPRESENTATIVE AND THE ISSUER TO THIS DISBURSEMENT, AS EVIDENCED BY THEIR SIGNATURES BELOW.

Dated: _____

BEVERLY PSH, L.P.,
a California limited partnership

By: Supportive Housing LLC,
a California limited liability company,
its Managing General Partner

By: A Community of Friends,
a California nonprofit public benefit
corporation,
its Sole Member/Manager

By: _____
Dora Leong Gallo
Chief Executive Officer

By: St. Anne's Maternity Home,
a California nonprofit public benefit corporation,
its Administrative General Partner

By: _____
Dana A. "Tony" Walker, MA
President and Chief Executive Officer

APPROVED:

BONDOWNER REPRESENTATIVE

By: _____
Name: _____
Title: _____

For City consent requirements, see Section 3.03(b) of the Indenture.

CITY OF LOS ANGELES, CALIFORNIA

By: _____
Name: _____
Title: _____

EXHIBIT D-2

FORM OF BORROWER'S CERTIFICATE

The undersigned, BEVERLY PSH, L.P., a California limited partnership ("**Borrower**"), hereby makes the representations and warranties set forth below to WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bondowner Representative**"), and its respective successors and assigns, as of _____. Any capitalized term not defined herein shall have the meaning ascribed to such term in that certain Loan Agreement, dated as of October 1, 2015 (the "**Loan Agreement**"), by and among City of Los Angeles ("**Issuer**") (in its capacity as issuer of its \$_____ City of Los Angeles, California Multifamily Housing Revenue Bond (Beverly Terrace Apartments Project), Series 2015D), Bondowner Representative and Borrower.

(a) Borrower has submitted to Issuer a complete Application for Payment as required pursuant to the terms of the Loan Agreement, along with any additional supporting documentation as may be required by Issuer, including, but not limited to, all documents evidencing compliance with applicable prevailing wage requirements, pursuant to the terms of any documents relating to the Loan, and any items required by the City Compliance Unit in order to clear any outstanding deficiencies from any prior compliance review of the Project.

(b) Borrower has submitted to Bond Trustee a complete Application for Payment as required pursuant to the terms of the Loan Agreement, along with any additional supporting documentation as may be required by Bond Trustee.

IN WITNESS WHEREOF, Borrower executed this Certificate as of the date first appearing above.

BEVERLY PSH, L.P.,
a California limited partnership

By: Supportive Housing LLC,
a California limited liability company,
its Managing General Partner

By: A Community of Friends,
a California nonprofit public benefit
corporation,
its Sole Member/Manager

By: _____
Dora Leong Gallo
Chief Executive Officer

By: St. Anne's Maternity Home,
a California nonprofit public benefit corporation,
its Administrative General Partner

By: _____
Dana A. "Tony" Walker, MA
President and Chief Executive Officer

EXHIBIT D-3

FORM OF DISBURSEMENT/CHANGE ORDER APPROVAL NOTICE

DISBURSEMENT/CHANGE ORDER APPROVAL NOTICE

TO: All Interested Parties

FROM:

RE: Borrower: BEVERLY PSH, L.P.
Project Name: Beverly Terrace Apartments Project
Property Address: _____

This shall serve as the undersigned's notice of (strike one):

- APPROVAL of Disbursement/Change Order No. _____.
- DISAPPROVAL of Disbursement/Change Order No. _____ for the following reasons:

By: _____
Name: _____
Title: _____

Dated: _____

EXHIBIT E – [RESERVED]

EXHIBIT F – FUNDS TRANSFER DESIGNATION

(For Disbursement of Loan Proceeds by Funds Transfer)

TRANSFER AUTHORIZER DESIGNATION
(For Disbursement of Loan Proceeds)

NEW REPLACE PREVIOUS DESIGNATION ADD CHANGE DELETE LINE NUMBER _____ INITIAL LOAN DISBURSEMENT

The following representatives ("**Authorized Representatives**") of BEVERLY PSH, L.P., a California limited partnership ("**Borrower**") are authorized to request the disbursement of loan proceeds and initiate funds transfers for Loan Number _____ ("**Loan**") in the original principal amount of \$ _____ ("**Loan Amount**") evidenced by that certain Loan Agreement, dated October 1, 2015 ("**Loan Agreement**"), between CITY OF LOS ANGELES ("**Issuer**"), WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bondowner Representative**") and Borrower. Issuer and Bondowner Representative are authorized to rely on this Transfer Authorizer Designation form until it has received a new Transfer Authorizer Designation form signed by Borrower, even in the event that any or all of the foregoing information may have changed. The maximum amount of the initial disbursement of any Loan proceeds ("**Initial Loan Disbursement**") and the maximum amount of each subsequent disbursement of any Loan proceeds (each a "**Subsequent Loan Disbursement**") are set forth below:

	Name	Title	Maximum Initial Loan Disbursement Amount ¹	Maximum Subsequent Loan Disbursement Amount ¹
1.	Tara Barauskas	Director of Housing		
2.	Dora Leong Gallo	Chief Executive Officer		
3.				
4.				
5.				

INITIAL LOAN DISBURSEMENT AUTHORIZATION

Applicable for Wire Transfer. Bondowner Representative is hereby authorized to accept wire transfer instructions for the Initial Loan Disbursement from _____, as Trustee, which instructions are to be delivered, via fax, email, or letter, to Bondowner Representative. Said instructions shall include the Borrower's Name; Loan # _____; the person/entity to receive the Initial Loan Disbursement ("**Receiving Party**"); the Receiving Party's full account name; Receiving Party's account number at the receiving bank ("**Receiving Bank**"); Receiving Bank's (ABA) routing number; city and state of the Receiving Bank; and the amount of the Initial Loan Disbursement (not to exceed the Maximum Initial Loan Disbursement Amount set forth above).

Applicable for Deposit into Deposit Account. Bondowner Representative is hereby authorized to accept deposit instructions for the Initial Loan Disbursement from an Authorized Representative of Borrower to be delivered, via fax, email, or letter, to Bondowner Representative for deposit into deposit account # _____ ("**Deposit Account**") held at _____. Said instructions shall include: the Borrower's name; Title/Escrow # _____ and/or Loan # _____; the Deposit Account name; the Deposit Account number; the ABA routing number of the bank where the Deposit Account is held; city and state of the bank where the Deposit Account is held; and the amount of the Initial Loan Disbursement (not to exceed the Maximum Initial Loan Disbursement

Amount.)

SUBSEQUENT LOAN DISBURSEMENT AUTHORIZATION

Not Applicable

Applicable for Wire Transfer. Bondowner Representative is hereby authorized to accept wire transfer instructions for the Subsequent Loan Disbursement from Authorized Representative of Borrower, which instructions are to be delivered, via fax, email, or letter, to Bondowner Representative. Said instructions shall include the Borrower's Name; Loan # _____; the person/entity to receive the Subsequent Loan Disbursement ("**Receiving Party**"); the Receiving Party's full account name; Receiving Party's account number at the receiving bank ("**Receiving Bank**"); Receiving Bank's (ABA) routing number; city and state of the Receiving Bank; and the amount of the Subsequent Loan Disbursement (not to exceed the Maximum Subsequent Loan Disbursement Amount set forth above).

Applicable for Deposit into Deposit Account. Bondowner Representative is hereby authorized to accept deposit instructions for any Subsequent Loan Disbursement from an Authorized Representative of Borrower to be delivered, via fax, email, or letter, to Bondowner Representative for deposit into deposit account # _____ ("**Deposit Account**") held at _____. Said instructions shall include: the Borrower's name; Title/Escrow # _____ (if applicable) and/or Loan # _____; the Deposit Account name; the Deposit Account number; the ABA routing number of the bank where the Deposit Account is held; city and state of the bank where the Deposit Account is held; and the amount of the Subsequent Loan Disbursement (not to exceed the Maximum Subsequent Loan Disbursement Amount).

Borrower acknowledges and agrees that the acceptance of and disbursement of funds by Bondowner Representative in accordance with the title/escrow company or Authorized Representative instructions shall be governed by this Transfer Authorizer Designation form and any other Loan Documents (as defined in the Loan Agreement). Bondowner Representative shall not be further required to confirm said disbursement instructions received from Authorized Representative with Borrower. This Transfer Authorizer Designation form is in effect until September 1, 2016 after which time a new authorization request shall be required. Borrower shall instruct Authorized Representative, via a separate letter, to deliver said disbursement instructions in writing, directly to Bondowner Representative at its address set forth in that certain Section of the Loan Agreement entitled Notices. Borrower also hereby authorizes Bondowner Representative to attach a copy of the written disbursement instructions to this Transfer Authorizer Designation form upon receipt of said instructions.

Beneficiary Bank and Account Holder Information

1. INITIAL LOAN DISBURSEMENT AUTHORIZATION - FOR WIRE TRANSFER

Borrower Name: BEVERLY PSH, L.P.
Title/Escrow Number: _____
Loan Number: _____
Transfer/Deposit Funds to (Receiving Party Account Name): _____

Receiving Party Deposit Account Number: _____
Receiving Bank Name, City and State: _____
Receiving Bank Routing (ABA) Number: _____
Disbursement Amount <i>(Not to exceed the Maximum Initial Loan Disbursement Amount):</i> \$ _____
Further Credit Information/Instructions:

2. INITIAL LOAN DISBURSEMENT AUTHORIZATION - FOR DEPOSIT INTO DEPOSIT ACCOUNT

Borrower Name:
Title/Escrow Number:
Loan Number:
Transfer/Deposit Funds to (Receiving Party Account Name):
Receiving Party Deposit Account Number:
Receiving Bank Name, City and State:
Receiving Bank Routing (ABA) Number:
Disbursement Amount <i>(Not to exceed the Maximum Initial Loan Disbursement Amount):</i>
Further Credit Information/Instructions:

3. SUBSEQUENT LOAN DISBURSEMENT AUTHORIZATION - FOR WIRE TRANSFER

Borrower Name:
Title/Escrow Number:
Loan Number:
Transfer/Deposit Funds to (Receiving Party Account Name):
Receiving Party Deposit Account Number:
Receiving Bank Name, City and State:
Receiving Bank Routing (ABA) Number:
Disbursement Amount <i>(Not to exceed the Maximum Subsequent Loan Disbursement Amount nor an amount, in the aggregate with all prior disbursements, would exceed the Loan Amount):</i>

Further Credit Information/Instructions:

4. SUBSEQUENT LOAN DISBURSEMENT AUTHORIZATION - FOR DEPOSIT INTO DEPOSIT ACCOUNT

Borrower Name:
Title/Escrow Number:
Loan Number:
Transfer/Deposit Funds to (Receiving Party Account Name):
Receiving Party Deposit Account Number:
Receiving Bank Name, City and State:
Receiving Bank Routing (ABA) Number:
Disbursement Amount <i>(Not to exceed the Maximum Subsequent Loan Disbursement Amount nor an amount, in the aggregate with all prior disbursements, would exceed the Loan Amount):</i>
Further Credit Information/Instructions:

¹ Neither the Initial Disbursement Amount, nor the Initial Disbursement Amount together with any Subsequent Disbursement Amounts, shall ever exceed the Loan Amount.

Date: October 1, 2015

BORROWER:

BEVERLY PSH, L.P.,
a California limited partnership

By: Supportive Housing LLC,
a California limited liability company,
its Managing General Partner

By: A Community of Friends,
a California nonprofit public benefit
corporation,
its Sole Member/Manager

By: _____
Dora Leong Gallo
Chief Executive Officer

By: St. Anne's Maternity Home,
a California nonprofit public benefit corporation,
its Administrative General Partner

By: _____
Dana A. "Tony" Walker, MA
President and Chief Executive Officer

EXHIBIT G - FINANCIAL REQUIREMENT ANALYSIS

Exhibit G to LOAN AGREEMENT between BEVERLY PSH, L.P., a California limited partnership, as "Borrower", CITY OF LOS ANGELES, CALIFORNIA, as "Issuer" and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as "Bondowner Representative" dated as of October 1, 2015.

[Attached]

Exhibit F

-1-

(Beverly Terrace)

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