

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

KUTAK ROCK LLP  
1650 FARNAM STREET  
OMAHA, NE 68102  
ATTENTION: J. TOGER SWANSON, ESQ.

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**REGULATORY AGREEMENT  
AND DECLARATION OF RESTRICTIVE COVENANTS**

by and among

**CITY OF LOS ANGELES,**  
as Issuer,

and

**[TRUSTEE],**  
as Trustee

and

**VERMONT PARK PLAZA, LP,**  
as Borrower

relating to

    \$[ ]  
    City of Los Angeles  
Multifamily Housing Revenue Bond  
    (Park Plaza Apartments)  
    Series 2014B-1

    \$[ ]  
    City of Los Angeles  
Multifamily Housing Revenue Bond  
    (Park Plaza Apartments)  
    Series 2014B-2

Dated as of [ ] 1, 2014

## TABLE OF CONTENTS

	Page
Section 1. Definitions and Interpretation.....	2
Section 2. Acquisition, Rehabilitation, Construction and Equipping of the Project.....	8
Section 3. Residential Rental Property .....	11
Section 4. Low Income Tenants; Records and Reports .....	12
Section 5. Tax-exempt Status of the Bond.....	15
Section 6. Additional Requirements of the Act .....	16
Section 7. Additional Requirements of CDLAC and the City.....	17
Section 8. Modification of Covenants .....	23
Section 9. Indemnification .....	23
Section 10. Consideration .....	25
Section 11. Reliance.....	25
Section 12. Project in the City .....	26
Section 13. Sale or Transfer of the Project; Equity Interests.....	26
Section 14. Term.....	27
Section 15. Covenants To Run With the Land .....	28
Section 16. Burden and Benefit .....	28
Section 17. Uniformity; Common Plan .....	29
Section 18. Default; Enforcement.....	29
Section 19. The Trustee .....	30
Section 20. Recording and Filing.....	31
Section 21. Governing Law .....	31
Section 22. Amendments .....	31
Section 23. Notices .....	31
Section 24. Severability .....	33
Section 25. Multiple Counterparts .....	33
Section 26. Nondiscrimination and Affirmative Action.....	33
Section 27. Business Tax Registration Certificate.....	33
Section 28. Financial Obligations Personal to Borrower.....	34
Section 29. Third-party Beneficiaries .....	34
Section 30. Child Support Assignment Orders.....	34

Section 31. Americans with Disabilities Act ..... 35  
Section 32. Slavery Disclosure Ordinance..... 35

EXHIBIT A DESCRIPTION OF PROJECT SITE  
EXHIBIT B FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE  
EXHIBIT C FORM OF INCOME CERTIFICATION  
EXHIBIT D FORM OF ANNUAL TENANT INCOME RECERTIFICATION  
EXHIBIT E FORM OF CERTIFICATE OF CDLAC PROGRAM COMPLIANCE  
EXHIBIT F [RESERVED]  
EXHIBIT G CDLAC RESOLUTION  
EXHIBIT H FORM OF SLAVERY DISCLOSURE ORDINANCE CERTIFICATE

**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

**THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (this “Agreement” or this “Regulatory Agreement”) is made and entered into and dated as of [\_\_\_\_\_] 1, 2014 by and among the **CITY OF LOS ANGELES**, a charter city and municipal corporation in the State of California (together with any successor to its rights, duties and obligations, the “Issuer” or the “City”), **[TRUSTEE]**, a national banking association in its capacity as Trustee (the “Trustee”) under the Indenture of Trust dated as of [\_\_\_\_\_] 1, 2014 (the “Indenture”) by and among the City, JPMorgan Chase Bank, N.A. as Bondowner Representative and the Trustee, with an office in Los Angeles, California, and **VERMONT PARK PLAZA, LP**, a California limited partnership (the “Borrower”).

**WITNESSETH:**

WHEREAS, pursuant to Section 248 of the City Charter of the City and Article 6.3 of Chapter 1 of Division 11 of the Los Angeles Administrative Code, as amended (collectively, the “Law”), and in accordance with Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the Health and Safety Code of the State of California, as amended (the “Act”), the City is empowered to issue bonds and other evidence of indebtedness to finance the acquisition, rehabilitation and equipping of multifamily rental housing; and

WHEREAS, on August 23, 2013, the City indicated its intent to provide for the issuance of revenue bonds to finance a portion of the acquisition, rehabilitation, construction and equipping of Park Plaza Apartments, a multifamily residential rental housing project located in the City of Los Angeles at 960 West 62<sup>nd</sup> Place, Los Angeles, California, on the site more particularly described in Exhibit A hereto (the “Project”) and the City’s City Council subsequently adopted a resolution (the “Resolution”) authorizing the issuance of a bond for such purpose; and

WHEREAS, in furtherance of the purposes of the Law, the Act and the Resolution, and as a part of the City’s program of financing housing, the City has issued \$8,050,000 combined maximum principal amount of its Multifamily Housing Revenue Bond (Park Plaza Apartments Project) Series 2014B-1 and Multifamily Housing Revenue Bond (Park Plaza Apartments Project) Series 2014B-2 (together, the “Bond”) the proceeds of which will be used to fund a loan (the “Loan”) to the Borrower to finance the acquisition, rehabilitation, construction and equipping of the Project; and

WHEREAS, in order for interest on the Bond to be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986 (the “Code”), and the income tax regulations (the “Regulations”) and rulings with respect to the Code, and in order to comply with the Law, the Act and the policies with respect to the City’s housing program, the use and operation of the Project must be restricted in certain respects; and

WHEREAS, the City, the Trustee and the Borrower have determined to enter into this Regulatory Agreement in order to set forth certain terms and conditions relating to the acquisition, construction, rehabilitation and equipping of the Project and in order to ensure that

the Project will be used and operated in accordance with the Code, the Law, the Act and the additional requirements of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City, the Trustee and the Borrower hereby agree as follows:

**Section 1. Definitions and Interpretation.** Terms not otherwise defined herein shall have the meanings assigned thereto in the Indenture. The following terms shall have the respective meanings assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

“*Act*” means Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California, as the same may be amended from time to time (but only to the extent any such amendments, by their terms or by appropriate election of the City, apply to the Bond outstanding as of the effective date of such amendments).

“*Adjusted Income*” means the adjusted income of a person (together with the adjusted income of all persons who intend to reside with such person in one residential unit) calculated pursuant to Section 142(d)(2)(B) of the Code.

“*Affiliated Party*” means a limited or general partner or member of the Borrower, a person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code or a person who, together with the Borrower, is a member of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

“*Agreement*” or “*Regulatory Agreement*” means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be amended from time to time.

“*Area*” means the Los Angeles Primary Metropolitan Statistical Area.

“*Authorized Borrower Representative*” means any person who, at any time and from time to time, may be designated as the Borrower’s authorized representative by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates, or in the event that such term shall refer to successors or assigns of the Borrower, any authorized general partner if the successor or the assignee is a general or limited partnership, any authorized managing member if the successor or assignee is a limited liability company or any authorized officer if the successor or the assignee is a corporation. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the City) a written certificate identifying a different person or persons to act in such capacity.

“*Bond*” means together, the City’s Multifamily Housing Revenue Bond (Park Plaza Apartments Project) Series 2014B-1 and Multifamily Housing Revenue Bond (Park Plaza Apartments Project) Series 2014B-2 authorized, authenticated and delivered under the Indenture, as defined in the recitals hereto.

“*Bond Counsel*” means an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the validity of, and the Tax-exempt nature of interest on, obligations issued by states and their political subdivisions, selected by the City and duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia but shall not include counsel for the Borrower or the Trustee.

“*Bond Documents*” means the Indenture, the Loan Agreement, this Regulatory Agreement, the Tax Certificate and any other document now or hereafter executed by the Borrower, Issuer, Trustee or Bondholder in connection with the Bond.

“*Bondholder*” or “*Owner*” or “*Holder*” means the party identified as the owner of the Bond on the registration books maintained by the Trustee on behalf of the City.

“*Borrower*” means Vermont Park Plaza, LP, a California limited partnership, and its successors and assigns.

“*CDLAC*” means the California Debt Limit Allocation Committee or its successors.

“*CDLAC Conditions*” has the meaning set forth in Section 7(d) hereof.

“*Certificate of Continuing Program Compliance*” means the Certificate of Continuing Program Compliance and Statistical Report to be filed by the Borrower with the City and the Trustee at the times specified in Sections 4(d) and (f) of this Regulatory Agreement, such report to contain the information set forth in and to be in substantially the form attached hereto as Exhibit B or such other form as may from time to time be prescribed by the City.

“*City*” means the City of Los Angeles, a charter city and municipal corporation of the State of California.

“*Closing Date*” or “*Bond Closing Date*” means the date upon which the Bond is initially funded in an amount equal to at least \$50,001.

“*Code*” means the Internal Revenue Code of 1986; each reference to the Code shall be deemed to include (a) any successor internal revenue law and (b) the applicable regulations whether final, temporary or proposed under the Code or such successor law.

“*Completion Date*” means the date of the completion of the acquisition, rehabilitation, construction and equipping of the Project, as that date shall be specified in the Rehabilitation Completion Certificate.

“*Costs of Issuance*” means costs of issuing the Bond as set forth in the Indenture.

*“Determination of Taxability”* means either (a) refusal by the Borrower to consent to any amendment or supplement hereto or to the Indenture which, in the opinion of Bond Counsel, is necessary or advisable to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes; or (b) any of (i) the enactment of applicable legislation of which the Trustee has actual knowledge, (ii) a final judgment or order of a court of original or appellate jurisdiction of which the Trustee has actual knowledge, (iii) a final ruling or decision of the Internal Revenue Service of which the Trustee has actual knowledge or (iv) the filing with the Trustee of an opinion of Bond Counsel, in each case to the effect that the interest on the Bond (other than interest on the Bond for any period during which the Bond is held by a “substantial user” of any facility financed with the proceeds of the Bond or a “related person,” as such terms are used in Section 147(a) of the Code) is includable in the gross incomes of all recipients thereof for federal income tax purposes. With respect to the foregoing, a judgment or order of a court or a ruling or decision of the Internal Revenue Service shall be considered final only if no appeal or action for judicial review has been filed and the time for filing such appeal has expired.

*“Hazardous Materials”* means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Project is prohibited by any federal, state or local authority; any substance that requires special handling and any other material or substance now or in the future that (i) is defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” by or within the meaning of any Hazardous Materials Law, or (ii) is regulated in any way by or within the meaning of any Hazardous Materials Law.

*“Hazardous Materials Laws”* means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Borrower or to the Project. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., and their state analogs.

*“Housing Act”* means the United States Housing Act of 1937, as amended, or its successor.

*“Income Certification”* means, initially, a Verification of Income in the form attached hereto as Exhibit C or in such other form as may from time to time be provided by the City to the Borrower and, with respect to recertifications, the Income Certification attached hereto as Exhibit D or such other form as may, from time to time, be provided by the City to the Borrower.