

DO NOT DESTROY THIS NOTE: WHEN PAID, THIS NOTE AND THE DEED OF TRUST SECURING IT MUST BE SURRENDERED TO TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

**AMENDED AND RESTATED PROMISSORY NOTE
(St. Regis)
("Note")**

Chula Vista, California

April __, 2019

This Amended and Restated Promissory Note amends and restates in its entirety that certain Promissory Note Secured by Deed of Trust, dated as of June 1, 2000, in favor of the Redevelopment Agency of the City of Chula Vista in the original principal amount of \$1,387,152.00 ("Original Note"). St. Regis Park CIC, LP, a California limited partnership ("Maker") and the Chula Vista Housing Authority as the Successor Housing Entity ("Housing Authority"), are all of the current parties to the Original Note.

1. Principal and Interest. For value received, and for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Maker promises to pay to the Housing Authority, or order, at 276 Fourth Avenue, Chula Vista, California, 91910, or such other place as the holder may from time to time designate by written notice to Maker, the principal sum not to exceed \$_____ ("Housing Authority Loan"), together with accrued interest commencing on the date hereof. Interest shall accrue on the unpaid principal of the Housing Authority Loan at the rate of three percent (3%) simple interest per annum, except in the event of a default under this Note or the Declaration, as defined below, in which event ten percent (10%) simple interest shall be deemed to have accrued as of the date of default under this Note. This Note is issued in conjunction with the deed of trust ("Deed of Trust") and the declaration of covenants, conditions and restrictions ("Declaration"), which are both being recorded in the office of the County Recorder of San Diego County concurrently herewith. The Deed of Trust and Declaration, and all other documents executed by the parties in connection therewith, are sometimes collectively referred to herein as the "Loan Documents." The real property described in the Deed of Trust shall be referred to herein as the "Property." All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Loan Documents.

2. Residual Receipts Definitions.

(a) Residual Receipts Defined. "Residual Receipts" shall mean Gross Revenue less Reasonable Operating Expenses, calculated on a calendar year basis, as provided herein. All calculations of Residual Receipts shall be subject to verification and approval by the Housing Authority.

(b) Gross Revenue Defined. "Gross Revenue" shall mean all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Property. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants, all

cancellation fees; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Project; and condemnation awards for a taking of part or all of the Property for a temporary period to the extent not used to repair or restore the Property. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances or payments from reserve funds.

(c) Reasonable Operating Expense Defined. "Reasonable Operating Expenses" shall mean any and all reasonable and actually incurred costs associated with the ownership, operation, use or maintenance of the Property, calculated in accordance with generally accepted accounting principles to the extent approved by the Housing Authority in Maker's annual operating budget, expressly including, but not limited to, the following: (i) required debt service payments on any loans which are senior to the Deed of Trust; (ii) the annual bond fee of \$13,164.00; (iii) the annual limited partner management fee (which shall not exceed \$5,000.00 the first year after Project completion and shall not increase by more than 3.0% any year thereafter); (iv) the annual general partner management fee to Maker's general partners (which shall not exceed \$5,000.00 the first year after Project completion and shall not increase by more than 3.0% any year thereafter); (v) the annual deposit to the replacement reserve in the amount of \$35,700.00 the first year after Project completion and increased by 3.0% each year thereafter (Failure to maintain such reserve shall constitute a material default under this Note. No disbursements from the replacement reserve account shall be made without the express written consent of the City Manager.), plus any additional replacement reserve deposit required by Borrower's senior lender or Borrower's limited partner; (vi) water, sewer, electrical, gas, and other utility-type charges for the Property; (vii) costs to operate and maintain the Property; (viii) insurance premiums; (ix) legal fees and expenses incurred in connection with the management of the Property; (x) capital expenditures to the Property to comply with applicable laws or otherwise to improve the operation or management of the Property to the extent such capital expenditures are not made from reserves and are approved by the Housing Authority in writing or by approval of the applicable budget setting forth such capital expenditures prior to Maker undertaking such capital expenditures; (xi) costs for applying for and obtaining the welfare exemption from the assessment of real estate taxes assessed against the Property; (xii) repayment of any operating deficit loans or development deficit loans made to Maker by any of Maker's partners; and (xiii) any tax credit adjustment payments. In no event shall expenditures, including attorneys' fees or litigation costs, normally required to be paid out of the Replacement Reserve, be treated as Reasonable Operating Expenses unless specifically approved in writing by the Housing Authority. For purposes of the foregoing definition of "Reasonable Operating Expenses," any property management fee or partnership management fee which is paid to Maker or an affiliate of Maker shall at no time exceed an amount as is customary and standard for affordable housing projects similar in size, scope and character to the Property. Notwithstanding the foregoing, for purposes of this calculation, Reasonable Operating Expenses shall not include the following: principal and interest payments on any debt subordinate to this Note, depreciation, amortization, depletion or other non-cash expenses, incentive partnership asset management fees payable to the Maker or its affiliate (other than the management fees described above), or any amount expended from a reserve account. In the event that any of the above costs is incurred partially with respect to the Property, the parties shall mutually agree upon an allocable portion of such costs which shall be deemed Reasonable Operating Expenses of the Property.

3. Term of Loan, Due Date and Right of Prepayment. Payments shall be due and payable on the earliest of the following dates:

(a) \$_____ shall be paid by Maker to the Housing Authority concurrently with recordation of the Declaration and Deed of Trust in the office of the County Recorder of San Diego County.

(b) Annually, beginning in 2020, Maker's auditor shall calculate the Residual Receipts, as defined herein, for the immediately previous calendar year as part of the annual audit, and distribute those Residual Receipts (upon completion of such audit, but in no event later than September 30 of each year) as follows: (i) 50% to pay the deferred developer fee until paid in full; (ii) 90% of any amounts remaining after paying the amount set forth in (i) to the seller carryback loan until paid in full; and (iii) pay the remainder of such Residual Receipts to the Housing Authority.

(c) All principal and unpaid interest shall be due and payable by the Maker to the Housing Authority on December 31, 2075.

(d) All principal and unpaid interest shall be due and payable concurrently with the refinancing of any loan or other obligation secured all or in part by the Property.

(e) All principal and unpaid interest shall be due and payable concurrently with the sale, transfer, conveyance or further encumbrance of all or any part of the Property, without the express written consent of the Lender.

(f) All principal and accrued interest shall be due and payable by the Maker to the Housing Authority upon acceleration of this Note, as set forth in Section 5, below.

This Note may be prepaid in whole or in part at any time and, from time to time, without notice or penalty. Any prepayment shall be allocated first to unpaid interest then to unpaid principal. Housing Authority reserves the right to approve all sales, transfers, conveyances, additional encumbrances, or dispositions of the Property. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

4. Security for this Note. This Note is secured by the Deed of Trust of even date herewith executed by Maker, which creates a lien on the Property and by the Loan Documents, including the Security Agreement.

5. Acceleration Upon Default. In the event of any default under the terms of this Note, the Deed of Trust, the Security Agreement, the Declaration, or any prior or subsequent loans, notes and/or deed of trust, at the option of the holder of this Note, and after the expiration of any applicable notice and cure period, all principal and interest under this Note shall immediately become due and payable, without further notice. Failure to exercise such option shall not constitute a waiver of the right to exercise such option in the event of any subsequent default. Without limiting any other events of default contained herein, or in any of the Loan Documents, the failure to complete rehabilitation of the Property to the satisfaction of the Housing Authority on or before

March 1, 2020, or such extended deadline commensurate with any extension of the maturity date of the senior priority construction loan for the Property shall be considered an event of default, entitling the Lender to accelerate the payment of principal and interest hereunder, as provided in this Section 5. Time is of the essence. Maker's limited partner shall have the right, but not the obligation, to cure defaults of Maker hereunder, and the Lender hereby agrees to accept any cure of any default made or tendered by Maker's limited partner on the same basis as if made or tendered by Maker. Copies of all notices which are sent to Maker hereunder shall also be sent to Maker's limited partner, at:

Raymond James California Housing Opportunities Fund V L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President
Facsimile No.: 727-567-8455

6. Costs Paid by Maker. Maker agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by the holder of this Note, or adjudged by a court: (a) reasonable costs of collection, costs, and expenses, and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit and such sum as the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it.

7. Payment and Interest Calculation. Principal and interest shall be payable in lawful money of the United States of America. Interest shall be computed based on a 360-day year and 30-day month. Payments shall be applied to interest first and then to any unpaid principal balance.

8. Waiver. Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Housing Authority may extend any maturity date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder and release any security now or hereafter securing this Note. Maker further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Note, or on any deed of trust, security agreement, guaranty or other agreement now or hereafter securing this Note.

9. Non-Recourse. This Note shall be non-recourse to the Maker and its partners.

10. Late Charge. In addition to the foregoing, if any installment due hereunder is not paid within fifteen (15) days from the date due, Maker promises to pay a "late charge" of five percent (5%) of the installment so overdue to defray the expense incident to handling any such delinquent payment or payments.

11. Severability. If any provision of this Note is determined to be void by court of competent jurisdiction, such determination shall not affect any other provision of this Note, and such other provisions shall remain in full force and effect.

12. Non-Waiver. No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the holder of this Note of its right to subsequently demand such performance or to exercise any remedies for any default hereunder. Further, in order to be effective, any waiver of any of the Housing Authority's rights and remedies hereunder shall be expressed in a writing signed by the Housing Authority. Waiver by the Housing Authority of any right hereunder shall not constitute a waiver of any other right, including but not limited to the right to exercise any and all remedies for a different or subsequent event of default hereunder.

13. Replacement Note. The undersigned agrees that, in the event that this Note shall become lost or stolen, then upon request of the Housing Authority, the undersigned shall execute a replacement Note incorporating the terms hereof, provided that the Housing Authority shall furnish a written agreement to indemnify the undersigned against all losses, costs, and damages arising from a duplicative demand for payment under this Note.

14. Interpretation. This Note shall be governed and interpreted in accordance with applicable California law.

15. Signature Authority. All individuals signing this Note for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Housing Authority that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

MAKER:

St. Regis Park CIC, LP, a California limited partnership

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

HOUSING AUTHORITY:

Chula Vista Housing Authority as the Successor Housing Entity

By: _____
Gary Halbert, Director

APPROVED AS TO FORM:

By: _____
Glen R. Googins, Housing Authority Attorney

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
(St. Regis Promissory Note)**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“Agreement”) is dated as of the ___ day of April 1, 2019, by St. Regis Park, L.P., a California limited partnership (“Assignor”), St. Regis Park CIC, LP, a California limited partnership (“Assignee”), and the Chula Vista Housing Authority as the Successor Housing Entity (“Housing Authority”).

RECITALS

A. The Assignor and the Housing Authority are all of the current parties to that certain Promissory Note Secured by Deed of Trust, dated as of June 1, 2000, made by Assignor in favor of the Redevelopment Agency of the City of Chula Vista in the original principal amount of \$1,387,152.00 (“Note”).

B. The Housing Authority is the successor in interest to the Redevelopment Agency of the City of Chula Vista. The Assignor desires to assign all of its interest in the Note to the Assignee, and the Assignee desires to assume all rights and obligations of the Assignor with respect to the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Housing Authority, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Effective as of the date the Assignee acquires title to the real property securing the Note, the Assignor assigns all of its rights, title, obligations and interest in and to the Note to the Assignee, and the Assignee does hereby assume, and agrees to perform all of the obligations, covenants, liabilities and duties of the Assignor under, the Note, in the manner, at the times and in all other respects as therein provided. The Assignee further agrees to be bound by each and every term, covenant and condition contained in the Note and agrees that each and every obligation will be performed and carried out as though the Note had been originally made, executed and delivered by the Assignee.

2. Housing Authority Consent. The Housing Authority hereby consents to the assignment and assumption of the Note as set forth in this Agreement. The consent of the Housing Authority to the assignment to and assumption by the Assignee of the Note, as contemplated by this Agreement shall not be deemed to be a consent to any other or subsequent assignments of the same, or any part thereof, or any interest therein, and all rights and privileges of the Housing Authority to approve assignments of the Note are hereby expressly reserved and retained by the Housing Authority.

3. General Provisions.

(a) Binding Effect/No Third Party Beneficiaries. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit to the parties hereto and respective heirs, legal representatives, successors and assigns. This Agreement is made for the sole benefit

and protection of the parties hereto, and their successors and assigns, and no other party shall have any right of action or right to rely hereon.

(b) No Novation. Except as otherwise set forth in this Agreement, the parties agree that this Agreement is not in any way intended to, and does not, revise, amend or otherwise affect any of the terms, conditions or priority of the Note or any other agreement or document by and between the Housing Authority, Assignor or the Assignee, nor the enforcement thereof. The parties hereby agree the provisions of the Note and all other agreements or documents by and between the Housing Authority, Assignor or the Assignee shall be and remain unmodified, except as set forth in this Agreement, and in full force and effect.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Signature Authority. All individuals signing this Amendment for a party which is a corporation, partnership, limited liability company or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other parties hereto that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

ASSIGNOR:

St. Regis Park, L.P., a California limited partnership

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ASSIGNEE:

St. Regis Park CIC, LP, a California limited partnership

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

HOUSING AUTHORITY:

Chula Vista Housing Authority as the Successor Housing Entity

By: _____
Gary Halbert, Director

APPROVED AS TO FORM:

By: _____
Glen R. Googins, City Attorney