

JUNIOR LOAN AGREEMENT

among

**CHULA VISTA HOUSING AUTHORITY,
as Issuer**

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

and

**G STREET SENIORS CIC, LP, a California limited partnership,
as Borrower**

Relating to

\$ _____

**CHULA VISTA HOUSING AUTHORITY
JUNIOR MULTIFAMILY HOUSING REVENUE BONDS
(VOLTA APARTMENT HOMES)
JUNIOR SERIES 2016B-3**

Dated as of March 1, 2016

All of the right, title and interest of the CHULA VISTA HOUSING AUTHORITY (except for its Unassigned Rights) in and to this Junior Loan Agreement are being assigned to U.S. Bank National Association, as Trustee, as security for the above-referenced bonds pursuant to a certain Indenture dated as of March 1, 2016.

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JUNIOR LOAN AGREEMENT

THIS JUNIOR LOAN AGREEMENT (this “Junior Loan Agreement”), made and entered into March 1, 2016, by and among the **CHULA VISTA HOUSING AUTHORITY** (the “Issuer”), a public body, corporate and politic, organized and existing under the laws of the State of California (the “State”), **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, organized and operating under the laws of the United States of America (together with any successor trustees appointed under the Indenture, the “Trustee”), and G Street Seniors CIC, LP, a limited partnership duly organized and existing under the laws of the State of California (together with its successors and assigns permitted hereunder, the “Borrower”),

WITNESSETH:

WHEREAS, the Issuer is authorized by Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code (the “Act”) to issue revenue bonds for the purpose of financing, among other things, the acquisition, construction and development of multifamily rental housing and for the provision of capital improvements in connection therewith and determined necessary thereto; and

WHEREAS, the Borrower has requested the assistance of the Issuer in financing the acquisition, construction and development of a 122-unit plus one manager unit multifamily rental housing development to be known as Volta Apartment Homes, located in the City of Chula Vista, California (the “Project”), and as a condition to such financial assistance the Borrower has agreed to enter into a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith (the “Regulatory Agreement”) setting forth certain restrictions with respect to the Project; and

WHEREAS, in order to provide a portion of the funds necessary to finance the Project, pursuant to and in accordance with the Act, the Issuer has entered into a Funding Loan Agreement, by and among the Issuer, U.S. Bank National Association, as Fiscal Agent (the “Senior Fiscal Agent”) and Citibank, N.A. (the “Senior Funding Lender”), dated as of March 1, 2016 (the “Senior Funding Loan Agreement”) under which the Senior Funding Lender agrees to advance funds (the “Senior Funding Loan”) to or for the account of the Issuer, and, pursuant to a Borrower Loan Agreement, by and between the Issuer and the Borrower, dated as of March 1, 2016 (the “Senior Borrower Loan Agreement”), the Issuer agrees to apply the proceeds of the Senior Funding Loan to make a loan (the “Senior Borrower Loan,” and, together with the Senior Funding Loan, the “Senior Loans”) to the Borrower to finance the acquisition, construction and equipping of the Project;

WHEREAS, the Issuer has executed and delivered a Governmental Note in the amount of the Senior Funding Loan evidencing its obligation to repay the Senior Funding Loan pursuant to the terms of the Senior Funding Loan Agreement (the “Senior Governmental Lender Note”), and the Borrower has executed and delivered a Borrower Note in the amount of the Borrower Loan evidencing its obligation to repay the Senior Borrower Loan pursuant to the terms of the Senior Borrower Loan Agreement (the “Senior Borrower Note,” and, together with the Senior Governmental Lender Note, the Senior Loans, the Senior Funding Loan Agreement, the Senior Borrower Loan and the Senior Borrower Loan Agreement, the “Senior Obligations”); and

WHEREAS, the Issuer has determined to assist in the financing of the Project by issuing its Junior Multifamily Housing Revenue Bonds (Volta Apartment Homes) Junior Series 2016B-3, in the original aggregate principal amount of \$_____ (the “Bonds”), pursuant to a Junior Indenture of

Trust, dated as of March 1, 2016 (the “Indenture”), by and between the Issuer and the Trustee, and the Act, and making a subordinate loan to the Borrower in the amount of the sum of such principal amount (the “Junior Loan”), evidenced by a Junior Promissory Note (the “Junior Note”) upon the terms and conditions set forth herein;

WHEREAS, the Borrower’s obligations under this Junior Loan, the Junior Note and this Junior Loan Agreement are subordinate in all respects to all payment obligations under Senior Loan Documents (as defined in the Indenture) and the Senior Obligations;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All words and phrases (except for “Event of Default”) defined in the Indenture shall have the same meanings for the purposes of this Junior Loan Agreement. In addition to the words and phrases defined in the Indenture and elsewhere herein, the following words and phrases shall have the following meanings:

“Event of Default” means any of those events specified in and defined by the applicable provisions of Article VII hereof to constitute an event of default.

“Junior Loan Agreement” means this Junior Loan Agreement, together with any amendments hereto.

“Taxes” means all taxes, water rents, sewer rents, assessments and other governmental or municipal or public or private dues, fees, charges and levies and any liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Project or any part thereof, or upon any leases pertaining thereto, or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes.

Section 1.2. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Words importing persons include firms, partnerships, limited liability companies, joint ventures, associations and corporations. References to Articles, Sections and other subdivisions of this Junior Loan Agreement are the Articles, sections and other subdivisions of this Junior Loan Agreement as originally executed.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Junior Loan Agreement; the term “heretofore” means before the date of execution of this Junior Loan Agreement; and the term “hereafter” means after the date of execution of this Junior Loan Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. *Representations, Warranties and Covenants of the Issuer.* The Issuer makes the following representations, warranties and covenants:

(a) The Issuer is a public body, corporate and politic, organized and existing under the laws of the State.

(b) The Issuer has all necessary power and authority to issue the Bonds and to execute and deliver this Junior Loan Agreement, the Indenture, and the other Junior Loan Documents to which it is a party, and to perform its duties and discharge its obligations hereunder and thereunder.

(c) The Issuer has taken all action on its part for the issuance of the Bonds and for the execution and delivery thereof.

(d) Each of the Junior Loan Documents to which the Issuer is a party has been duly validly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and general equitable principles.

(e) To the best knowledge of the Issuer, the Issuer has complied with the provisions of the Act and the laws of the State which are prerequisites to the consummation of the transactions on the part of the Issuer described or contemplated in the Junior Loan Documents. To the best knowledge of the Issuer, the execution and delivery of the Bonds and the Junior Loan Documents to which the Issuer is a party, the consummation of the transactions on the part of the Issuer contemplated thereby and the fulfillment of or compliance with the terms and conditions thereof do not conflict with or result in the breach of any of the terms, conditions or provisions of any agreement or instrument or judgment, order or decree to which the Issuer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any property or assets of the Issuer under the terms of any instrument or agreement.

(f) To the best knowledge of the Issuer, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution and delivery by the Issuer of, and performance by the Issuer of its obligations under, any of the Junior Loan Documents, which has not been obtained.

(g) To the best knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation pending or threatened against the Issuer by or before any court, governmental agency or public board or body, nor, to the Issuer's knowledge, any basis therefor, which (i) affects or questions the existence or the territorial jurisdiction of the Issuer or the title to office of any member of the governing body of the Issuer; (ii) affects or seeks to prohibit, restrain or enjoin the execution and delivery of any Junior Loan Documents or the issuance, execution or delivery of the Bonds, as applicable; (iii) affects or questions the validity or enforceability of the Bonds; or (iv) questions the

power or authority of the Issuer to perform its obligations under the Bonds or to carry out the transactions contemplated by the Bonds and the Junior Loan Documents.

It is expressly acknowledged that the Issuer makes no representation as to the financial position or business condition of the Borrower and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made and furnished by the Borrower in connection with the issuance, execution and delivery of the Bonds, as applicable, or as to the correctness, completeness or accuracy of such statements.

Section 2.2. *Representations, Warranties and Covenants of the Borrower.* The Borrower makes the following representations, warranties and covenants, all of which, together with the other representations and agreements of the Borrower contained in this Junior Loan Agreement, are relied upon by the Issuer and the Trustee and serve as a basis for the undertakings of the Issuer and the Trustee contained in this Junior Loan Agreement:

(a) The Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State of California and duly qualified to conduct its business under the laws of the State and in every other state in which the nature of its business requires such qualification, has full legal right, power and authority to enter into this Junior Loan Agreement and the other Junior Loan Documents, and to carry out and consummate all transactions contemplated hereby and by the other Junior Loan Documents, and by proper partnership action has duly authorized the execution, delivery and performance of this Junior Loan Agreement and the other Junior Loan Documents. All general partners, if any, of the Borrower are duly incorporated, organized and in good standing under the laws of their respective states of organization and are duly qualified to transact business in the State.

(b) The Borrower has the legal right, power and authority to (i) own its properties and assets, including, but not limited to, the Project, (ii) to carry on its business as now being conducted and the Borrower contemplates it to be conducted with respect to the Project and (iii) execute and deliver, carry out its obligations under, and close the transactions provided for in, the Junior Loan Documents to which it is a party.

(c) The officers of the Borrower executing this Junior Loan Agreement and the other Junior Loan Documents are duly and properly in office and fully authorized to execute the same. This Junior Loan Agreement and the other Junior Loan Documents have been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the other parties thereto, will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(d) No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of this Junior Loan Agreement or the other Junior Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance

with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(e) The execution and delivery of this Junior Loan Agreement and the other Junior Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under (i) the organizational or other governing documents of the Borrower or to the best knowledge of the Borrower and with respect to the Borrower, (ii) any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, (iii) any mortgage, deed of trust, Junior Loan Agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties or assets are otherwise subject or bound, or (iv), except as provided in the Junior Loan Documents, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Junior Loan Agreement or the Junior Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

(f) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Junior Loan Agreement or the other Junior Loan Documents or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Junior Loan Agreement or the other Junior Loan Documents or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the Property.

(g) The Project and the operation of the Project (in the manner contemplated by the Junior Loan Documents) conform with the requirements of the Act as well as all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project.

(h) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed or has obtained appropriate extensions therefor, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(i) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party which default would materially adversely affect the transactions contemplated by the Junior Loan Documents or the operations of the Borrower or the enforceability of the Junior Loan Documents to which the Borrower is a party or the ability of the Borrower to perform all obligations thereunder.

(j) The Borrower agrees to pay all costs of maintenance and repair, all Taxes and assessments, insurance premiums (including public liability insurance and insurance against damage to or destruction of the Project) concerning or in any way related to the Project, or any part thereof, and any expenses or renewals thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments concerning or in any way related to the Project.

(k) If the Borrower is a partnership, all of the partnership interests in the Borrower are validly issued and are fully registered, if required, with the applicable governmental authorities and/or agencies, and, except as set forth in the Borrower's Partnership Agreement, there are no outstanding options or rights to purchase or acquire those interests. If the Borrower is a limited liability company, all of the ownership interests in the Borrower are validly issued and are fully registered, if required, with the applicable governmental authorities and/or agencies, and there are no outstanding options or rights to purchase or acquire those interests. Nothing in this Junior Loan Agreement shall prevent the Borrower from issuing additional partnership interests or ownership interests if such units are issued in accordance with all applicable securities laws, provided such issuance is in accordance with the Borrower's Partnership Agreement.

(l) The representations and warranties of the Borrower contained in the Regulatory Agreement are true and accurate.

(m) The information, statements or reports furnished in writing to the Issuer by the Borrower in connection with this Junior Loan Agreement or the consummation of the transactions contemplated hereby do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and the representations and warranties of the Borrower and the statements, information and descriptions contained in the Borrower's closing certificates, as of the Delivery Date, are true and correct in all material respects, do not contain any untrue statement of a material fact, and do not omit to state a material fact necessary to make the representations, warranties, statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading; and any estimates or the assumptions contained in any certificate of the Borrower delivered as of the Delivery Date are reasonable.

(n) The Borrower acknowledges that (i) it understands the nature and structure of the transactions relating to the financing of the Project, (ii) it is familiar with the provisions of all of the documents and instruments relating to the financing, (iii) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (iv) it has not relied on the Issuer or the Trustee for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Junior Loan Documents or otherwise relied on the Issuer or the Trustee in any manner.

(o) The Borrower covenants to pay all third-party fees of the financing, including but not limited to the following:

(i) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee;

(ii) All fees, charges and expenses of the Trustee for services rendered under the Indenture, as and when the same become due and payable;

(iii) The portion of the annual fee of the Issuer attributable to the Bonds (in addition to the fee attributable to the Senior Governmental Lender Note, which shall be payable in accordance with and pursuant to the Senior Loan Documents), payable as set forth in Section 18 of the Regulatory Agreement, and the fees and expenses of the Issuer or any agents, attorneys, accountants, consultants selected by the Issuer to act on its behalf in connection with this Junior Loan Agreement, the Regulatory Agreement or the Junior Loan Documents, including, without limitation, any and all expenses incurred in connection with the authorization, issuance and delivery of the Bonds, as applicable, or in connection with any litigation which may at any time be instituted involving this Junior Loan Agreement, the Regulatory Agreement, or the Junior Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing; and

(iv) These obligations and those in Section 6.1 shall remain valid and in effect notwithstanding repayment of the loan hereunder or termination of this Junior Loan Agreement or the Indenture.

Section 2.3. Representations and Warranties of the Trustee. The Trustee makes the following representations and warranties:

(a) The Trustee is a national banking association, duly organized and existing under the laws of the United States of America. The Trustee is duly authorized to act as a fiduciary and to execute the trust created by the Indenture, and meets the qualifications to act as Trustee under the Indenture.

(b) The Trustee has complied with the provisions of law which are prerequisite to the consummation of, and has all necessary power (including trust powers) and authority (i) to execute and deliver this Junior Loan Agreement and the other Junior Loan Documents to which it is a party, (ii) to perform its obligations under this Junior Loan Agreement and the other Junior Loan

Documents to which it is a party, and (iii) to consummate the transactions contemplated by this Junior Loan Agreement and the other Junior Loan Documents to which it is a party.

(c) The Trustee has duly authorized (i) the execution and delivery of this Junior Loan Agreement and the other Junior Loan Documents to which it is a party, (ii) the performance by the Trustee of its obligations under this Junior Loan Agreement and the other Junior Loan Documents to which it is a party, and (iii) the actions of the Trustee contemplated by this Junior Loan Agreement and the other Junior Loan Documents to which it is a party.

(d) Each of the Junior Loan Documents to which the Trustee is a party has been duly executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) No approval, permit, consent, authorization or order of any court, governmental agency or public board or body not already obtained is required to be obtained by the Trustee as a prerequisite to (i) the execution and delivery of this Junior Loan Agreement and the other Junior Loan Documents to which the Trustee is a party (ii) the authentication or delivery of the Bonds, (iii) the performance by the Trustee of its obligations under this Junior Loan Agreement and the other Junior Loan Documents to which it is a party, or (iv) the consummation of the transactions contemplated by this Junior Loan Agreement and the other Junior Loan Documents to which the Trustee is a party. The Trustee makes no representation or warranty relating to compliance with any federal or state securities laws.

Section 2.4. Tax Covenants of the Borrower. The Borrower covenants and agrees that:

(a) It will at all times comply with the terms of the Tax Certificate and the Regulatory Agreement;

(b) It will not take, or permit to be taken on its behalf, any action which would cause the interest payable on the Bonds to be included in gross income, for federal income tax purposes, and will take such action as may be necessary in the opinion of Bond Counsel to continue such exclusion from gross income, including, without limitation, the preparation and filing of all statements required to be filed by it in order to maintain the exclusion (including, but not limited to, the filing of all reports and certifications required by the Regulatory Agreement);

(c) No changes will be made to the Project, no actions will be taken by the Borrower and the Borrower will not omit to take any actions, which will in any way adversely affect the tax-exempt status of the Bonds;

(d) It will comply with the requirements of Section 148 of the Code and the Regulations issued thereunder throughout the term of the Bonds and will not make any use of the proceeds of the Bonds, or of any other funds which may be deemed to be proceeds of the Bonds under the Code and the related regulations of the United States Treasury, which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code;

(e) If the Borrower becomes aware of any situation, event or condition which would, to the best of its knowledge, result in the interest on the Bonds becoming includable in gross income for purposes of federal income tax purposes, it will promptly give written notice of such circumstance, event or condition to the Issuer and the Trustee.

In the event of a conflict between the terms of this Section 2.4 and the Tax Certificate, the terms of the Tax Certificate shall control.

Section 2.5. *Enforcement of Junior Loan Documents.* The Trustee may enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of the Junior Loan Documents as and to the extent set forth therein.

ARTICLE III

THE JUNIOR LOAN

Section 3.1. *Conditions to Funding the Junior Loan.* On the Delivery Date, the Issuer shall direct the Trustee to transfer the proceeds of the Bonds for deposit with the Trustee, in accordance with Section 2.10 of the Indenture and Section 3.3 hereof. The Trustee shall use such proceeds as provided in Article II of the Indenture; provided that no such disbursements of proceeds of the Bonds shall be made until the following conditions have been met:

(a) The Borrower shall have executed and delivered to the Issuer the Junior Note in the form attached hereto as Exhibit A, with only such changes therein as shall be approved in writing by the Issuer shall have endorsed the Junior Note to the Trustee;

(b) The Junior Mortgage shall have been executed and delivered by the Borrower and delivered to the title company for recording in the appropriate office for officially recording real estate documents in the jurisdiction in which the Project is located (the "Recorder's Office");

(c) The Regulatory Agreement shall have been executed and delivered by the parties thereto and shall have been delivered to the title company for recording in the Recorder's Office, and the Trustee shall have received evidence satisfactory to it of such delivery;

(d) All other Junior Loan Documents not listed above shall have been executed and delivered by all parties thereto and delivered to the Trustee; and

(e) The Borrower shall have delivered to the Trustee and the Issuer a certificate confirming, as of the Delivery Date, the matters set forth in Section 2.2 and an opinion of its counsel or other counsel satisfactory to the Trustee and the Issuer.

Section 3.2. *Terms of the Junior Loan.* The Junior Loan shall (i) be evidenced by the Junior Note; (ii) be initially secured by the Junior Mortgage; (iii) be in the original aggregate principal amount of \$_____ ; (iv) bear interest as provided in the Junior Note; (v) provide for principal and interest payments in accordance with the Junior Note; and (vi) be subject to optional and mandatory prepayment at the times, in the manner and on the terms, and have such other terms and provisions, as provided herein and in the Junior Note.

Section 3.3. *Initial Deposits.* On the Delivery Date, proceeds of the Bonds and other amounts shall be deposited and applied pursuant to the Indenture.

Section 3.4. *Assignment to Trustee.* The parties hereto acknowledge, and the Borrower consents to, the assignment by the Issuer to the Trustee pursuant to the Indenture of all of the Issuer's right, title and interest in this Junior Loan Agreement (excluding the Unassigned Rights), the Junior Loan, the Junior Mortgage and the Revenues as security for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 3.5. *Investment of Funds.* Except as otherwise provided in the Indenture, any money held as a part of any fund or account established under the Indenture shall be invested or reinvested by the Trustee in Qualified Investments in accordance with the Indenture.

Section 3.6. *Damage; Destruction and Eminent Domain.* If, prior to payment in full of the Bonds, the Project or any portion thereof is destroyed or damaged in whole or in part by fire or other casualty, or title to, or the temporary use of, the Project or any portion thereof shall have been taken by the exercise of the power of eminent domain, and the Issuer, the Borrower, the Trustee receives Net Proceeds from insurance or any condemnation award in connection therewith, such Net Proceeds shall be utilized, after satisfaction of all payment requirements of the Senior Loan Documents, as provided in the Junior Loan Documents and the Indenture.

ARTICLE IV

LOAN PAYMENTS

Section 4.1. *Payments Under the Junior Note; Independent Obligation of Borrower.*

(a) The Borrower agrees to repay the Junior Loan as provided in the Junior Note, and in all instances at the times and in the amounts necessary to enable the Trustee, on behalf of the Issuer, to pay all amounts payable with respect to the Bonds, when due, whether at maturity or upon redemption (with premium, if applicable), acceleration or otherwise. The obligation of the Borrower to make the payments set forth in this Article IV shall be an independent and separate obligation of the Borrower from its obligation to make payments under the Junior Note, provided that in all events payments made by the Borrower under and pursuant to the Junior Note shall be credited against the Borrower's obligations hereunder on a dollar-for-dollar basis. If for any reason the Junior Note or any provision of the Junior Note shall be held invalid or unenforceable against the Borrower by any court of competent jurisdiction, the Junior Note or such provision of the Junior Note shall be deemed to be the obligation of the Borrower pursuant to this Junior Loan Agreement to the full extent permitted by law and such holding shall not invalidate or render unenforceable any of the provisions of this Article IV and shall not serve to discharge any of the Borrower's payment obligations hereunder or eliminate the credit against such obligations to the extent of payments made under the Junior Note.

(b) The obligations of the Borrower to repay the Junior Loan, to perform all of its obligations under the Junior Loan Documents, to provide indemnification pursuant to Section 6.1 hereof, to pay costs, expenses and charges pursuant to Section 4.2 hereof and to make any and all other payments required by this Junior Loan Agreement, the Indenture or any other documents contemplated by this Junior Loan Agreement or by the Junior Loan Documents shall, subject to the limitations set forth in Section 5.1 hereof, be absolute and unconditional and shall not be subject to diminution by setoff, recoupment, counterclaim, abatement or otherwise.

(c) Notwithstanding anything contained in any other provision of this Junior Loan Agreement to the contrary (but subject to the provisions of Section 5.1 hereof and the Intercreditor Agreement), the following obligations of the Borrower shall be and remain the joint and several full recourse obligations of the Borrower and each of the Borrower's general partners, payable from and enforceable against any and all income, assets and properties of the Borrower: (i) the Borrower's obligations to the Issuer and the Trustee under Section 4.2 of this Junior Loan Agreement; (ii) the Borrower's obligations under Section 6.1 of this Junior Loan Agreement; and (iii) the Borrower's obligation to pay legal fees and such expenses under Section 7.4 of this Junior Loan Agreement.

Section 4.2. *Payment of Certain Fees and Expenses Under the Junior Note.*

(a) The Borrower shall pay (or cause to be paid by the Trustee), in consideration of the funding of the Junior Loan, the following fees, expenses and other money payable in connection with the Junior Loan:

(i) On or prior to the Delivery Date, to the Issuer, an initial financing fee attributable to the Bonds (in addition to the fee attributable to the Senior Governmental Lender Notes, which shall be payable in accordance with and pursuant to the Senior Loan Documents) in an amount equal to \$[_____], together with all third-party and out-of-pocket expenses of the Issuer (including but not limited to the fees and expenses of counsel to the Issuer) in connection with the Junior Loan and the issuance of the Bonds.

(ii) On the Delivery Date, to the Trustee, an acceptance fee attributable to the Bonds (in addition to the fee attributable to the Senior Governmental Lender Notes, which shall be payable in accordance with and pursuant to the Senior Loan Documents) in an amount equal to \$[_____], together with all third party and out-of-pocket expenses of the Trustee (including but not limited to the fees and expenses of counsel to the Trustee) in connection with the Junior Loan and the issuance of the Bonds.

(iii) All other fees and expenses of the Trustee and the Issuer described in Sections 2.2(o)(ii) and 2.2(o)(iii) hereof.

(iv) On the Delivery Date, the amount of \$[____] to be deposited into the Costs of Issuance Fund.

Section 4.3. *Reserved.*

Section 4.4. *Prepayment of Junior Loan.* The Borrower shall have the option to prepay the Junior Loan in full or in part prior to the payment and discharge of all the outstanding Bonds in accordance with the provisions of the Indenture, this Junior Loan Agreement and the Junior Note, upon payment of any amount due under the next succeeding paragraph. The Borrower shall be required to prepay the Junior Loan in each case that Bonds are required to be redeemed in accordance with the terms and conditions set forth in the Indenture.

The Bonds are subject to redemption in accordance with the terms and conditions set forth in the Indenture. In connection with any prepayment, whether optional or mandatory, in addition to all other payments required under the Junior Note or the Indenture, the Borrower shall pay an amount sufficient to pay the redemption price of the Bonds to be redeemed, including principal, interest and premium (if any), and further including any interest to accrue with respect to the Junior Loan and

such Bonds between the prepayment date and the redemption date, together with a sum sufficient to pay all fees, costs and expenses in connection with such redemption and, in the case of redemption in whole, to pay all other amounts payable under this Junior Loan Agreement and the Indenture. The Borrower shall provide notice of the prepayment to the Issuer, and the Trustee in writing forty-five (45) days, or such shorter time as is possible in the case of mandatory prepayments, prior to the date on which the Borrower will make the prepayment. Each such notice shall state, to the extent such information is available, (a) the amount to be prepaid, (b) the date on which the prepayment will be made by the Borrower, and (c) the cause for the prepayment, if any.

Section 4.5. *Borrower's Obligations Upon Redemption.* In the event of any redemption, the Borrower will timely pay, to the Trustee an amount equal to the principal amount of such Bonds or portions thereof called for redemption, together with interest accrued to the redemption date. In addition, the Borrower will timely pay all fees, costs and expenses associated with any redemption of Bonds.

ARTICLE V

SPECIAL COVENANTS OF BORROWER

Section 5.1. *Performance of Obligations.* The Borrower shall keep and faithfully perform all of its covenants and undertakings contained herein and in the Junior Loan Documents, including, without limitation, its obligations to make all payments set forth herein and therein in the amounts, at the times and in the manner set forth herein and therein.

Except as otherwise provided herein or in the Junior Loan Documents, the obligations of the Borrower under this Junior Loan Agreement are non-recourse liabilities of the Borrower and its partners. However, nothing in this Section 5.1 shall limit the right of the Issuer or the Trustee to proceed against the Borrower to recover any fees owing to any of them or any actual out-of-pocket expenses (including but not limited to actual out-of-pocket attorneys' fees incurred by any of them) incurred by any of them in connection with the enforcement of any rights under this Junior Loan Agreement or the other Junior Loan Documents. In any action or proceeding brought with respect to the Junior Loan or the Bonds, no deficiency or other money judgment shall be enforced against the Borrower or any partner of the Borrower or any successor or assign of the Borrower, and any judgment obtained shall be enforced only against the Project and other property of the Borrower encumbered by the Junior Loan Documents and not against the Borrower or any partner of the Borrower or any successor or assign of the Borrower.

Section 5.2. *Compliance With Applicable Laws.* All work performed in connection with the Project shall be performed in strict compliance with all applicable federal, state, county and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter.

Section 5.3. *Indenture Provisions.* The execution of this Junior Loan Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower. Whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower shall carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

Section 5.4. *Intentionally Omitted.*

Section 5.5. *Borrower to Maintain Its Existence.* The Borrower agrees to maintain its existence and maintain its current legal status with authority to own and operate the Project.

Section 5.6. *Borrower to Remain Qualified in State and Appoint Agent.* The Borrower will remain duly qualified to transact business in the State and will maintain an agent in the State on whom service of process may be made in connection with any actions against the Borrower.

Section 5.7. *Sale or Other Transfer of Project.* The Borrower may convey and transfer the Project only upon strict compliance with the provisions of the Senior Loan Documents, the Regulatory Agreement and the Junior Loan Documents.

Section 5.8. *Right to Perform Borrower's Obligations.* In the event the Borrower fails to perform any of its obligations under this Junior Loan Agreement, and during the continuance of any Event of Default the Issuer or the Trustee, after giving requisite notice, if any, may, but shall be under no obligation to, perform such obligation and pay all costs related thereto, and all such costs so advanced by the Issuer or the Trustee shall become an additional obligation of the Borrower hereunder, payable on demand and if not paid on demand with interest thereon at the default rate of interest payable under the Junior Loan Documents.

Section 5.9. *Notice of Certain Events.* The Borrower shall promptly advise the Issuer and the Trustee in writing of the occurrence of any Event of Default hereunder or any event which, with the passage of time or service of notice or both, would constitute an Event of Default, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.10. *Survival of Covenants.* The provisions of Sections 2.4, 4.2, 6.1 and 7.4 of this Junior Loan Agreement shall survive the expiration or earlier termination of this Junior Loan Agreement and, with regard to the Trustee, the resignation or removal of the Trustee.

Section 5.11. *Access to Project; Records.* Subject to reasonable notice, the Issuer and the Trustee, and the respective duly authorized agents of each, shall have the right (but not any duty or obligation) at all reasonable times and during normal business hours: (a) to enter the Project and any other location containing the records relating to the Borrower, the Project, the Junior Loan and the Borrower's compliance with the terms and conditions of the Junior Loan Documents; (b) to inspect and audit any and all of the Borrower's records or accounts pertaining to the Borrower, the Project, the Junior Loan and the Borrower's compliance with the terms and conditions of the Junior Loan Documents; and (c) to require the Borrower, at the Borrower's sole expense, (i) to furnish such documents to the Issuer and the Trustee, as the Issuer or the Trustee, as the case may be, from time to time, deems reasonably necessary in order to determine that the provisions of the Junior Loan Documents have been complied with and (ii) to make copies of any records that the Issuer or the Trustee or the respective duly authorized agents of each, may reasonably require. The Borrower shall make available to the Issuer and the Trustee, such information concerning the Project, the Junior Mortgage and the Junior Loan Documents as any of them may reasonably request.

Section 5.12. *Reserved.*

Section 5.13. *Damage, Destruction and Condemnation.* If prior to full payment of the Bonds (or provision for payment of the Bonds in accordance with the provisions of the Indenture) the Project or any portion of it is destroyed (in whole or in part) or is damaged by fire or other casualty,

or title to, or the temporary use of, the Project or any portion of it shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or shall be transferred pursuant to an agreement or settlement in lieu of eminent domain proceedings, the Borrower shall nevertheless be obligated to continue to pay the amounts specified in this Junior Loan Agreement and in the Junior Note to the extent the Junior Loan is not prepaid in accordance with the terms of the Junior Loan Documents.

Section 5.14. *Obligation of the Borrower to Acquire and Construct the Project.* The Borrower shall proceed with reasonable dispatch to complete the acquisition, construction, development and equipping of the Project. If amounts on deposit in the Junior Loan Fund designated for the Project and available to be disbursed to the Borrower are not sufficient to pay the costs of such acquisition, construction, development and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Issuer, the Trustee, or the Bondholders in respect of any such costs or to any diminution or abatement in the repayment of the Junior Loan. Neither of the Trustee nor the Issuer makes any representation or warranty, either express or implied, that money, if any, which will be paid into the Junior Loan Fund or otherwise made available to the Borrower will be sufficient to complete the Project, and neither of the Trustee nor the Issuer shall be liable to the Borrower, the Bondholders or any other person if for any reason the Project is not completed.

Section 5.15. *Filing of Financing Statements.* The Borrower shall file or record or cause to be filed or recorded on or prior to the Delivery Date all financing statements which are required to be filed or recorded in order fully to protect and preserve the security interests relating to the priority of the Junior Loan, the Trust Estate and the Junior Mortgage, and the rights and powers of the Issuer and the Trustee in connection with such security interests. The Borrower shall cooperate with the Trustee in connection with the filing of any continuation statements for purposes of continuing without lapse the effectiveness of such financing statements.

ARTICLE VI

INDEMNIFICATION

Section 6.1. *Indemnification.* (a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Issuer, the Trustee, and each of their respective officers, governing members, directors, officials, employees, attorneys and agents (collectively, the “Indemnified Parties”), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or 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) the Bonds, the Junior Loan Documents, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including, as applicable, the issuance, issuance, sale or resale of the Bonds;

(ii) 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 or construction of, the Project or any part thereof;

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

(iv) any violation of any environmental regulations with respect to, or the release of any hazardous substances from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project;

(v) the defeasance and/or redemption, in whole or in part, of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(vii) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party;

except (a) in the case of the foregoing indemnification of (1) the Bondholder Representative or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party, or (2) in the case of the Trustee or any related Indemnified Party, the negligence or willful misconduct of the Trustee, or any breach by such party of its obligations under any of the Junior Loan Documents or any untrue statement or misleading statement of a material fact by such Indemnified Party contained in any offering statement or document for the Bonds or any of the Junior Loan Documents or any omission or alleged omission from any such offering statement or document of any material fact necessary to be stated therein in order to make the statements made therein by such Indemnified Party not misleading; or (b) in the case of the foregoing indemnification of the Issuer or any related Indemnified Party or the City or any related Indemnified Party, they shall not be indemnified by the Borrower with respect to liabilities arising from their own bad faith, fraud or willful misconduct. 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 (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided however the City and the Issuer have the absolute right to employ separate counsel

at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party other than the Issuer or the City may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation except that the Borrower shall always pay the reasonable fees and expenses of the Issuer's or the City's separate counsel.

In addition thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Trustee and/or the Issuer in enforcing the provisions hereof, as more fully set forth in this Junior Loan Agreement.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant this Junior Loan Agreement shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Junior Loan Agreement.

Nothing contained in this Section 6.1 shall in any way be construed to limit the indemnification rights of the Issuer contained in Section 9 of the Regulatory Agreement. With respect to the Issuer, the Regulatory Agreement shall control in any conflicts between this Section 6.1 and Section 9 of the Regulatory Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. *Events of Default.* The following shall be "Events of Default" under this Junior Loan Agreement and the term "Event of Default" shall mean, whenever it is used in this Junior Loan Agreement, one or all of the following events after the expiration of any applicable cure periods:

(a) Any representation or warranty made by the Borrower in the Junior Loan Documents or any certificate, statement, data or information furnished by the Borrower in connection therewith or included by the Borrower in its application to the Issuer for assistance proves at any time to have been incorrect when made in any material respect;

(b) Failure by the Borrower to pay any amounts due under this Junior Loan Agreement, the Junior Note or the Junior Mortgage at the times and in the amounts required by this Junior Loan Agreement, the Junior Note and the Junior Mortgage, as applicable; or

(c) The Borrower's failure to observe and perform any of its other covenants, conditions or agreements contained herein, other than as referred to in clause (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given by the Issuer or the Trustee to the Borrower; provided, however, that if the failure shall be such that it can be corrected but not within such period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected;

Nothing contained in this Section is intended to amend or modify any of the provisions of the Junior Loan Documents or to bind the Issuer or the Trustee to any notice and cure periods other than

as expressly set forth in the Junior Loan Documents. Notwithstanding anything herein to the contrary, the Investor Limited Partner shall have the right, but not the obligation, to cure defaults hereunder in the same manner as the Borrower.

Section 7.2. Remedies on Default. Whenever any Event of Default hereunder shall have occurred and be continuing, the Trustee or the Issuer where so provided may take any one or more of the following remedial steps:

(a) The Issuer shall cooperate with the Trustee as the Trustee acts pursuant to Section 6.02 of the Indenture.

(b) In the event any of the Bonds shall at the time be Outstanding and not paid and discharged in accordance with the provisions of the Indenture, the Issuer or the Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(c) The Issuer or the Trustee may, without being required to give any notice (other than to the Issuer or the Trustee, as applicable), except as provided herein, pursue all remedies of a creditor under the laws of the State, as supplemented and amended, or any other applicable laws.

(d) The Issuer or Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments due under this Junior Loan Agreement then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Junior Loan Agreement.

Any amounts collected pursuant to Article IV and any other amounts which would be applicable to payment of principal of and interest and any premium on the Bonds collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture.

The provisions of this Section are subject to the further limitation that if, after any Event of Default hereunder all amounts which would then be payable hereunder by the Borrower if such Event of Default had not occurred and was not continuing shall have been paid by or on behalf of the Borrower, and the Borrower shall have also performed all other obligations in respect of which it is then in default hereunder, and shall have paid the reasonable charges and expenses of the Issuer and the Trustee, including reasonable attorneys' fees paid or incurred in connection with such default, and if there shall then be no default existing under the Indenture, then and in every such case such Event of Default hereunder shall be waived and annulled, but no such waiver or annulment shall affect any subsequent or other Event of Default or impair any right consequent thereon.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Junior Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Junior Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be expressly required by this Junior Loan Agreement.

Section 7.4. *Agreement to Pay Attorneys' Fees and Expenses.* In the event the Borrower should default under any of the provisions of this Junior Loan Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of loan payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained in this Junior Loan Agreement or in the Junior Note, the Borrower shall on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 7.5. *No Additional Waiver Implied by One Waiver.* In the event any agreement contained in this Junior Loan Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. *Notices.* Whenever in this Junior Loan Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the Issuer, the Trustee, or the Borrower shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth in Section 11.05 of the Indenture or upon receipt such notice or other communication delivered by facsimile transmission as required or permitted by this Junior Loan Agreement (receipt of which shall be evidenced by confirmation of transmission). The Issuer, the Trustee, or the Borrower may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Junior Loan Agreement, provided, however, that subsequent to such facsimile transmission of written instructions shall provide the originally executed instructions and/or directions shall be provided to the Trustee in a timely manner.

Section 8.2. *Concerning Successors and Assigns.* All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the financing herein contemplated and shall continue in full force and effect so long as the obligations hereunder are outstanding. Whenever in this Junior Loan Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Junior Loan Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the Issuer and the Trustee.

Section 8.3. *Governing Law.* This Junior Loan Agreement and the Exhibits attached hereto shall be construed in accordance with and governed by the laws of the State and, where applicable, the laws of the United States of America.

Section 8.4. *Modifications in Writing.* Modification or the waiver of any provisions of this Junior Loan Agreement or consent to any departure by the parties therefrom, shall in no event be effective unless the same shall be in writing approved by the parties hereto and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given and so long as the interests of any Bondholders are not adversely affected and the Trustee consents in writing thereto. No notice to or demand on the Borrower in any case shall entitle it to any other or further notice or demand in the same circumstances.

Section 8.5. *Further Assurances and Corrective Instruments.* The Issuer, the Trustee and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the performance of this Junior Loan Agreement.

Section 8.6. *Captions.* The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Junior Loan Agreement.

Section 8.7. *Severability.* The invalidity or unenforceability of any provision of this Junior Loan Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

Section 8.8. *Counterparts.* This Junior Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.9. *Amounts Remaining in Bond Fund or Other Funds.* It is agreed by the parties hereto that any amounts remaining in the Bond Fund or other funds and accounts established under the Indenture upon expiration or sooner termination of the term hereof, shall be paid in accordance with the Indenture.

Section 8.10. *Effective Date and Term.* This Junior Loan Agreement shall become effective upon its execution and delivery by the parties hereto, shall be effective and remain in full force from the date hereof, and, subject to the provisions hereof, shall expire on such date as the Indenture shall terminate.

Section 8.11. *Cross References.* Any reference in this Junior Loan Agreement to an “Exhibit,” an “Article,” a “Section,” a “Subsection” or a “Paragraph” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit attached to this Junior Loan Agreement, an article of this Junior Loan Agreement, a section of this Junior Loan Agreement, a subsection of the section of this Junior Loan Agreement in which the reference appears and a paragraph of the subsection within this Junior Loan Agreement in which the reference appears. All exhibits attached to or referred to in this Junior Loan Agreement are incorporated by reference into this Junior Loan Agreement.

Section 8.12. *Reserved.*

Section 8.13. Waiver of Personal Liability. No member, officer, agent or employee of the Issuer or any director, officer, agent or employee of the Borrower shall be individually or personally liable for the payment of any principal (or redemption price) or interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Junior Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Junior Loan Agreement.

Section 8.14. No Liability of Issuer. The Issuer shall not be obligated to pay the principal (or redemption price) of or interest on the Bonds, except from Revenues and other money and assets received by the Trustee on behalf of the Issuer pursuant to this Junior Loan Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit of the Issuer or any member is pledged to the payment of the principal (or redemption price) or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Junior Loan Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Junior Loan Agreement.

The Borrower hereby acknowledges that the Issuer's sole source of money to repay the Bonds will be provided by the payments made by the Borrower pursuant to this Junior Loan Agreement, together with investment income on certain funds and accounts held by the Trustee under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or redemption price) and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or redemption price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Issuer or any third party, subject to any right of reimbursement from the Trustee, the Issuer or any such third party, as the case may be, therefor.

Section 8.15. No Liability of Officers. No recourse under or upon any obligation, covenant, or agreement or in any Bonds, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any incorporator, member, director, commissioner, employee, agent or officer, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director, commissioner, employee, agent or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may remain due and unpaid upon the Bonds or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Junior Loan Agreement and the issuance of the Bonds.

Section 8.16. Capacity of the Trustee. The Trustee is entering into this Junior Loan Agreement solely in its capacity as Trustee and shall be entitled to the rights, protections, limitations

from liability and immunities afforded it as Trustee under the Indenture. The Trustee shall be responsible only for the duties of the Trustee expressly set forth herein and in the Indenture.

Section 8.17. *Reliance.* The representations, covenants, agreements and warranties set forth in this Junior Loan Agreement may be relied upon by the Issuer and the Trustee. In performing their duties and obligations under this Junior Loan Agreement and under the Indenture, the Issuer and the Trustee may rely upon statements and certificates of the Borrower, upon certificates of tenants believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In addition, the Issuer and the Trustee may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Issuer or the Trustee under this Junior Loan Agreement and under the Indenture in good faith and in conformity with the opinion of such counsel. It is expressly understood and agreed by the parties to this Junior Loan Agreement (other than the Issuer) that:

(a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee, any Bondholder or the Borrower as to the existence of a fact or state of affairs required under this Junior Loan Agreement to be noticed by the Issuer;

(b) the Issuer shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower, as applicable; and

(c) none of the provisions of this Junior Loan Agreement shall require the Issuer or the Trustee to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its duties or in the exercise of any of its rights under this Junior Loan Agreement, unless it shall first have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Junior Loan Agreement and the Issuer has caused its corporate seal to be affixed hereto and to be attested, all as of the date first set forth above.

CHULA VISTA HOUSING AUTHORITY

By: _____
Mary Casillas Salas
Executive Director

ATTEST:

By: _____
Donna Norris
Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

G Street Seniors CIC, LP,
a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation,
its Managing General Partner

By: _____
Robert W. Laing,
Executive Director/President

By: CIC G Street Seniors, LLC,
a California limited liability company,
its Administrative General Partner

By: Chelsea Investment Corporation,
a California corporation,
its Manager

By: _____
Cheri Hoffman,
President

EXHIBIT A

FORM OF JUNIOR PROMISSORY NOTE

**CHULA VISTA HOUSING AUTHORITY
JUNIOR MULTIFAMILY HOUSING REVENUE BONDS
(VOLTA APARTMENT HOMES)
JUNIOR SERIES 2016B-3**

JUNIOR PROMISSORY NOTE

US \$_____

March __, 2016

FOR VALUE RECEIVED, **G STREET SENIORS CIC, LP**, a California limited partnership organized and existing under the laws of the State of California (together with its permitted successors and assigns, "Maker"), promises to pay to the **CHULA VISTA HOUSING AUTHORITY**, a public body, corporate and politic, organized and existing under the laws of the State of California, or its successors or assigns (the "Issuer" or the "Holder" as the context requires), in legal tender of the United States, the Principal Sum of \$_____, on [November 1, 2058], or earlier as provided herein and in the Junior Loan Agreement (hereinafter defined), together with interest thereon at the rates, at the times and in the amounts necessary to make payments on the Issuer's Junior Multifamily Housing Revenue Bonds (Volta Apartment Homes) Junior Series 2016B-3 (the "Bonds"), issued under that certain Junior Indenture of Trust, dated as of March 1, 2016 (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), when such payments become due and payable on each Bond Payment Date (as defined in the Indenture). Maker shall pay to the Holder on or before each Bond Payment Date (as defined in the Indenture) an amount in immediately available funds sufficient to pay the principal amount of the Bonds then due and payable, whether by maturity, acceleration, redemption or otherwise, and any such payment shall reduce the said principal amount due hereunder. In the event that amounts held under the Indenture and derived from Bond proceeds, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Bonds in accordance with the Indenture, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Bonds so paid. Maker shall pay to the Holder on or before each Bond Payment Date on which interest on the Bonds is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Bonds then due and payable.

"Indebtedness" means the principal of, interest on, and any other amounts due at any time under, this Note, the Mortgage (as defined herein) or any other Junior Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of the Mortgage as described in Section 12 of the Mortgage.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

All payments under this Note shall be applied first to the payment of interest due and the balance, if any, shall be applied to the payment of principal.

This Note is secured by a Junior Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 1, 2016 (as the same may be modified, amended or supplemented from time to time, the “Mortgage”) made by Maker to a trustee for the benefit of the Trustee covering property, with improvements thereon, as more fully described therein (the “Mortgaged Property”) and certain other security as more fully set forth in the Junior Loan Agreement.

1. Default Rate. (1) So long as any other Event of Default has occurred and is continuing or (2) pursuant to Section 6.01(b) of the Indenture, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate per annum (the “Default Rate”) equal to the lesser of (i) the maximum rate permitted by applicable law or (ii) a rate equal to the Base Rate plus five percent (5%), subject to the interest calculation set forth in Section 2.01(b) of the Indenture. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Maker also acknowledges that its failure to make timely payments will cause the Holder, to incur additional expenses in servicing and processing the Loan, that, during the time that any required monthly installment under this Note is delinquent, Holder will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Holder’s ability to meet its other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Maker also acknowledges that, during the time that any monthly installment under this Note is delinquent or any other Event of Default has occurred and is continuing, Holder’s risk of nonpayment of this Note will be materially increased and Holder is entitled to be compensated for such increased risk. Maker agrees that the increase in the rate of interest payable under this Note to the Default Rate as provided above represents a fair and reasonable estimate, taking into account all circumstances existing on the Delivery Date, of the additional costs and expenses Holder will incur by reason of Maker’s delinquent payment and the additional compensation Holder is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

2. This Note is subject to the express condition that at no time shall interest be payable on this Note or under the Mortgage or the Junior Loan Agreement at a rate in excess of the maximum permitted by law; and Maker shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such maximum rate. If by the terms of this Note or of the Mortgage or Junior Loan Agreement, Maker is required to pay interest at a rate in excess of such maximum rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such maximum rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

3. Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

4. This Note is subject to all of the terms, conditions, and provisions of the Junior Loan Agreement, including those respecting prepayment and the acceleration of maturity and the provisions of Section 4.5 thereof, and is further subject to all of the terms, conditions and provisions of the Indenture. The outstanding principal hereof is subject to acceleration at the same time or times and under the same terms and conditions, and with the same notice, if any, as provided under the Indenture for the acceleration of payment of the Bonds.

5. If there is an Event of Default, then in any such event and subject to the provisions and requirements of the Junior Loan Agreement and the Indenture, the Holder may declare the entire unpaid principal balance of this Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Junior Loan Agreement, the Regulatory Agreement, the Mortgage and all other security instrument and related documents, instruments and assignments evidencing or securing the Borrower's obligations to the Issuer or to the Trustee relating to the Project and all other documents and instruments delivered simultaneously herewith, as the same may be supplemented and amended from time to time (the "Loan Documents") are hereby made part of this Note.

6. No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note or the Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Note and the Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

7. Maker shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the Indebtedness hereunder, together with interest thereon at the Default Rate to the extent allowed by law.

8. No amendments or other changes of any nature may be made to this Note except in writing and subject in all events to the provisions of the Indenture and the Junior Loan Agreement. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Maker to pay the entire sum then due, and Maker's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Maker which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

9. (a) Prior to the Junior Bonds Conversion Date, Borrower shall be personally liable for all amounts due under this Note. On and after the Junior Bonds Conversion Date, except as otherwise provided in this Section 9 and Section 5.1 of the Junior Loan Agreement, neither Borrower nor any of its partners, members and/or managers shall have any personal liability under this Note, the Mortgage or any other Loan Document for the repayment of the Indebtedness or for the performance of any other obligations of Borrower under the Loan Documents, and Lender's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be Lender's exercise of its rights and remedies with respect to the Mortgaged Property and any other collateral held by Lender as security for the Indebtedness. This limitation on Borrower's liability shall not limit or impair Lender's enforcement of its rights against any guarantor of the Indebtedness or any guarantor of any obligations of Borrower.

(b) Borrower shall be personally liable to Lender for the repayment of a portion of the Indebtedness equal to any loss or damage suffered by Lender (the "Losses") as a result of

(1) failure of Borrower to pay to Lender upon demand after an Event of Default all Rents (as defined in the Mortgage) to which Lender is entitled under Section 3(a) of the Mortgage and the amount of all security deposits collected by Borrower from tenants then in residence; (2) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Mortgage; (3) failure of Borrower to comply with Section 14(d) or (e) of the Mortgage relating to the delivery of books and records, statements, schedules, and reports; (4) fraud or material misrepresentation by Borrower or Guarantor or any general partner, managing member, manager, officer, director, partner, member, agent or employee of Borrower or Guarantor in connection with the application for or creation of the Indebtedness or any request for any action or consent by or on behalf of Lender; (5) failure to apply Rents, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable or any other Loan Document) and then to amounts (“Debt Service Amounts”) payable under this Note, the Mortgage or any other Loan Document (except that Borrower will not be personally liable (i) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (ii) with respect to Rents that are distributed on account of any calendar year if Borrower has paid all operating expenses and Debt Service Amounts for that calendar year); (6) failure of Borrower to comply with the provisions of Section 17(a) of the Mortgage prohibiting the commission of waste or allowing the impairment or deterioration of the Mortgaged Property; (7) failure of Borrower to obtain and maintain any local real estate tax abatement or exemption required under the Mortgage, or the reduction, revocation, cancellation or other termination of such abatement or exemption, as a result of any act or omission by or on behalf of Borrower, Guarantor or any of their respective partners, members, managers, directors, officers, agents, employees or representatives; (8) Borrower’s acquisition of any property or operation of any business not permitted by Section 32 of the Mortgage; (9) a Transfer (including, but not limited to, a lien or encumbrance) that is an Event of Default under Section 21 of the Mortgage, other than a Permitted Transfer or Transfer consisting solely of the involuntary removal or involuntary withdrawal of a general partner in a limited partnership or a manager in a limited liability company; or (10) a Bankruptcy Event, as defined by the Mortgage (but only if the Bankruptcy Event occurs with the consent or active participation of Borrower, its General Partner, Guarantor or any Borrower Affiliate (as defined by the Mortgage)).

(c) In addition to the Borrower’s personal liability pursuant to the other provisions of this Note, Borrower shall be personally liable to Lender for (1) the performance of all of Borrower’s obligations under Sections 18 and 43(i) of the Mortgage (relating to environmental matters) and the Junior Agreement of Environmental Indemnification dated as of the date hereof; (2) the costs of any audit under Section 14(d) of the Mortgage; and (3) any costs and expenses incurred by Lender in connection with the collection of all amounts for which Borrower is personally liable under this Section 9, including out of pocket expenses and reasonable fees of attorneys and expert witnesses and the costs of conducting any independent audit of Borrower’s books and records to determine the amount for which Borrower has personal liability.

(d) Lender may exercise its rights against Borrower personally without regard to whether Lender has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to Lender under this Note, the Mortgage, any other Loan Document or applicable law. For purposes of this Section 9, the term “Mortgaged Property” shall not include any funds that (1) have been applied by Borrower as required or permitted by the Mortgage prior to the occurrence of an Event of Default or (2) Borrower was unable to apply as required or permitted by the Mortgage because of a bankruptcy, receivership, or similar judicial proceeding. To the fullest extent permitted by applicable law, in any action to

enforce Borrower's personal liability under this Section 9, Borrower waives any right to set off the value of the Mortgaged Property against such personal liability.

(e) Nothing herein or in the other Loan Documents shall be deemed to be a waiver of any right which the Lender or the Servicer may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, as such sections may be amended, or corresponding or superseding sections of the Bankruptcy Amendments and Federal Judgeship Act of 1984, to file a claim for the full amount due to the Lender and the Servicer hereunder and under the other Loan Documents or to require that all collateral shall continue to secure the amounts due hereunder and under the other Loan Documents.

10. The right of the holder of this Note to payment of any of the Indebtedness evidenced by this Note is and shall at all times be subordinate to the Senior Obligations (as defined in the Indenture).

11. In addition, the Indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the Indebtedness evidenced by the Note (as defined by that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing by the Borrower in favor of Citibank, N.A.), in the original maximum principal amount of \$_____, executed by Borrower and payable to Citibank, N.A. ("Senior Lender") to the extent and in the manner provided in that certain Subordination and Intercreditor Agreement, dated as of March 1, 2016, by and between the Trustee and the Senior Lender (the "Citibank Subordination Agreement"). The rights and remedies of the Holder and each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Junior Lender" under the Citibank Subordination Agreement.

Maker agrees that this Note shall be construed in accordance with and governed by the laws of the State of California.

G Street Seniors CIC, LP,
a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation,
its Managing General Partner

By: _____
Robert W. Laing,
Executive Director/President

By: CIC G Street Seniors, LLC,
a California limited liability company,
its Administrative General Partner

By: Chelsea Investment Corporation,
a California corporation,
its Manager

By: _____
Cheri Hoffman,
President

ASSIGNMENT

Pay to the order of U.S. Bank National Association, without recourse or warranty, as Trustee under the Indenture referred to in the attached Note.

CHULA VISTA HOUSING AUTHORITY

By: _____
Authorized Signatory