

**AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS**

(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of February 17, 2020 (the "Effective Date"), by and between UCP East Garrison, LLC, a Delaware limited liability company ("Seller") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("Buyer"), (collectively, the "Parties").

RECITALS

A. Seller is the owner of certain real property located in the County of Monterey, ("County"), State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property is comprised of Parcels M2.14 and M2.15 of an approximately 244 acre area in the unincorporated part of the County known as East Garrison, which was conveyed by the Redevelopment Agency of the County of Monterey ("Agency") to East Garrison Partners I, LLC, a California limited liability company ("EGP") for development in accordance with that certain Disposition and Development Agreement by and between the Agency and EGP, dated as of October 4, 2005 (the "DDA"), a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, and that certain Development Agreement by and between the County and EGP, dated as of October 4, 2005, and recorded in the Official Records on May 16, 2006 as Document No. 2006044223 (the "DA").

C. Seller acquired all of the rights, title and interest to East Garrison, including the Property, and the development rights to the Project (as defined in Recital E), including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale ("Trustee's Deed") recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Seller by that certain Implementation Agreement by and between the County and Seller dated June 28, 2011, which was amended and restated in that certain Amended and Restated Implementation Agreement dated August 30, 2016 (the "Seller Implementation Agreement").

D. East Garrison is part of the former Fort Ord Army Base and was conveyed by the U.S. Army (the "Army") by quitclaim deed (the "Army Deed") to the Fort Ord Reuse Authority ("FORA") which conveyed East Garrison property by quitclaim deed (the "FORA Deed") to the Agency, which conveyed East Garrison property by quitclaim deed to EGP (the "Agency Deed"), subject to certain easements, use and development restrictions imposed by the Agency under the DDA and subject to certain easements, rights, conditions, disclosures, warranties and restrictions in the Army Deed and the FORA Deed, including a Finding of Suitability to Transfer ("FOST") adopted by the Army and appended to the Army Deed. Seller obtained title to East Garrison pursuant to the Trustee's Deed.

E. Seller has been developing a project (the "Project") consisting of housing and other related uses on the Seller's remaining East Garrison property excluding the Property (the "Seller's Remaining Property"), and has sold and continues to sell single family homes within the Project.

F. In connection with Seller's Development of the Project, Seller desires to ensure that certain affordable housing requirements are met in accordance with, among other things, the Redevelopment Plan for the Fort Ord Redevelopment Project (the "Redevelopment Plan"), the East Garrison Specific Plan and related development entitlements approved by the County on October 4, 2005 (collectively, the "Specific Plan"), and the DDA and the DA, both of which were assigned to Seller. Accordingly, Seller desires to ensure the development of approximately sixty-six (66) residential rental units affordable to Very Low and Low Income Households, including one unrestricted manager unit (the "Rental Affordable Housing Project") on the Property.

G. In accordance with the requirements of the DDA pertaining to the Rental Affordable Housing Project, Seller and Buyer with the approval of the Agency, will enter into an Assignment and Assumption Agreement consistent with the form set forth in Exhibit E (all, collectively, the "Rental Affordable Requirements").

H. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled annually. Seller and Buyer acknowledge that the allotment under the Specific Plan (15.18 acre feet of potable water annually) is adequate for the Rental Affordable Housing Project, and Buyer will use commercially reasonable efforts, which will include but are not limited to using low flow fixtures, toilets, etc., not to exceed such allotment.

I. Although the rights and obligations to develop the Rental Affordable Housing Project will be assigned to Buyer pursuant to the Assignment Agreement, the DDA still holds Seller ultimately responsible for the construction of the Rental Affordable Housing Project. As such, under this Agreement, Buyer grants Seller an option to repurchase the Property under specific circumstances.

J. Seller desires to sell to Buyer the Property for the purpose of Buyer developing the Rental Affordable Housing Project, and Buyer desires to purchase the Property from Seller to develop the Rental Affordable Housing Project, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.
- 1.1 Agreement to Buy and Sell.

1.1.1 Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property.

1.1.2 As used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto. The Property does not include any deposits, fee credits, or reimbursements identified in that certain Memorandum of Agreement dated January 12, 2010 between Seller and FORA.

1.2 Purchase Price. The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price").

2. PROPERTY REPORTS.

Without representation or warranty of any kind, on or before the Effective Date, Buyer shall have received copies of documents that to Seller's actual knowledge relate to the Property and are in Seller's actual possession and control as listed in Exhibit B attached hereto (the "Property Reports"). Seller represents and warrants that to Seller's Knowledge (as defined below), the Property Reports provided are true and complete copies of the Property Reports. If this Agreement is terminated for any reason other than Seller's default, Buyer shall promptly return to Seller all Property Reports received by Buyer. Wherever the phrase "Knowledge," "known to Seller," or "Seller's Knowledge" or any similar phrase stating or implying a limitation on the basis of knowledge appears in the Agreement, such phrase shall mean the actual knowledge of Nick Arenson and Talli Robinson, without any obligation of inquiry, it being understood by Buyer that Seller's knowledge shall not apply to, or be construed to include, (i) information or material which may be in the possession of Seller generally or incidentally, but of which Seller is not actually aware, or (ii) knowledge of any of the acts or omissions of predecessors in title to the Property or the management of the Property before Seller's acquisition of the Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, Seller shall disclose to Buyer any material or significant acts or omissions of predecessors in title to the Property known to Seller that may affect the use or development of the Property for low income housing.

3. CONDITION OF TITLE.

3.1 Applicable Requirements. Conveyance of the Property at the Close of Escrow shall be, and Buyer shall accept the Property, subject to the following, each to the extent applicable to the Property, and each as maybe amended, modified, replaced and/or supplemented:

(a) the covenants, disclosures, conditions, rights and restrictions (including the right of reverter in favor of the County of Monterey and option to repurchase in favor of Seller) in the Quitclaim Deed from the Seller to Buyer, consistent with the form set forth in Exhibit C to this Agreement and approved by the Agency and Seller (the "Seller's Quitclaim Deed"), including, without limitation, the inclusion of or reference in Seller's Quitclaim Deed to those covenants, disclosures, conditions, rights and restrictions set forth in the Agency Deed (including use restrictions, rights of water, and rights of reverter and option to repurchase as subordinated to

approved lenders according to their terms), as referenced and incorporated into Seller's Quitclaim Deed to Buyer;

(b) the Assignment and Assumption Agreement to be entered into prior to or concurrently with this Agreement by and between the Seller, Buyer and Agency, consistent with the form set forth in Exhibit E and approved by the Agency and Seller;

(c) the DA;

(d) the DDA;

(e) the Seller Implementation Agreement;

(f) the Redevelopment Plan;

(g) the Easement, Maintenance and Use Agreement (as defined in Section 7.4(a) herein); and

(h) all other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, encumbrances, notices, matters and title conditions existing in connection with the Property at the Close of Escrow, shown in a preliminary title report for the Property (the "Title Report") that are approved by Buyer prior to Close of Escrow.

All of the foregoing shall be referred to herein as the "Applicable Requirements."

4. ESCROW AND CLOSING.

4.1 Opening of Escrow. On or before three (3) business days after the Effective Date, Buyer shall open an escrow (the "Escrow") at First American Title Company ("Escrow Holder"), by depositing with Escrow Holder a copy of this fully executed Agreement, or executed counterparts hereof. As used in this Agreement, the "Close of Escrow" shall mean the date the Seller's Quitclaim Deed is recorded in the Office of the Recorder of the County (the "Official Records"), and "Closing Date" shall mean the date on which the Close of Escrow occurs. As referenced in Section 3.1(a), the Seller's Quitclaim Deed contains deed restrictions and covenants that, among other things, restrict the use of the Property for rental affordable housing purposes. The form of the deed restrictions and covenants contained in the Seller's Quitclaim Deed shall be subject to revision to the extent necessary to comply with any Applicable Requirements and/or any requirements of any governmental agency or authority.

4.2 Closing Date. The Close of Escrow shall occur on or before 250 days after Buyer secures all financing and tax credits to purchase the Property (the "Closing Date"), unless Seller and Buyer mutually agree to an extension, and then, to such extension deadline (the "Outside Closing Date"). Subject to the Outside Closing Date, the Close of Escrow will occur on a date designated by Buyer upon at least five (5) business days' written notice to Seller and Escrow Holder (the "Scheduled Closing Date"). The Parties agree that the Closing Date shall occur no later than April 30, 2021.

4.3 Escrow Fees and Other Charges. At Close of Escrow, Buyer and Seller shall pay in accordance with County custom all costs of closing, including, without limitation: (a) Seller shall pay the premium cost of the CLTA Title Policy (as defined in Section 5.1 below); (b) Seller and Buyer shall split all recording charges; (c) Seller and Buyer shall split Escrow Holder's fees; (d) Seller shall pay all County and City documentary and transfer taxes and fees; (e) property taxes and special assessments shall be prorated as of the Close of Escrow; and (f) other costs related to the transaction shall be split between Seller and Buyer.

4.4 Closing Deliveries. The Parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

4.4.1 Buyer's Deliveries. Buyer shall deposit the Purchase Price in cash, and Buyer's share of closing costs and prorations as provided in Section 4.3 above. Buyer shall also execute the Seller's Quitclaim Deed as grantee thereunder, the Assignment and Assumption Agreement, as assignee thereunder, and such other documents as may be reasonably required by Seller or Escrow Holder to consummate the transactions contemplated hereunder.

4.4.2 Seller's Deliveries. Seller shall deposit:

(a) the Seller's Quitclaim Deed and Seller's share of closing costs and prorations;

(b) a non-foreign certification satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in the form of Exhibit D-1 attached hereto (the "Non-Foreign Affidavit");

(c) a California state tax withholding certificate satisfying the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 in the form of Exhibit D-2 attached hereto (the "California Tax Certificate");

(d) an assignment and bill of sale in the form of Exhibit D-3 attached hereto (the "Assignment");

(e) the executed Assignment and Assumption Agreement between Seller and Buyer and approved by the Agency under the DDA and the County under the DA; and

(f) such other documents as may be reasonably required by Buyer or Escrow Holder to consummate the transactions contemplated hereunder.

4.4.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

4.5 Closing.

4.5.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the Parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

- (a) record the Assignment and Assumption Agreement;
- (b) record the Seller's Quitclaim Deed in the Official Records (with documentary transfer tax information to be affixed after recording);
- (c) record the Easement, Maintenance and Use Agreement;
- (d) pay any transfer and documentary taxes and fees;
- (e) deliver to Seller the Purchase Price;
- (f) deliver to Seller and Buyer: (i) conformed copies of the Seller's Quitclaim Deed, and (ii) recorded Assignment and Assumption Agreement;
- (g) deliver to Buyer: (i) the original executed Non-Foreign Affidavit, (ii) the original executed California Tax Certificate, (iii) the original executed Assignment and Bill of Sale, and (iv) the Title Policy covering the Property.

4.5.2 Prorations. Real property taxes and assessments for the Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Said prorations shall be based on a 30-day month.

4.6 Failure to Close; Termination.

4.6.1 Buyer's Default.

4.6.1.1 Pre-Closing Default. If Buyer defaults or breaches any obligation under this agreement prior to the Close of Escrow and such default or breach is not cured by Buyer upon ten (10) days' notice, Seller's sole and exclusive remedy shall be to terminate this agreement, in which case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all engineering and architectural plans prepared by or on behalf of Buyer for the Affordable Rental Housing Project.

4.6.1.2 Post-Closing Default. If, after the Closing, Buyer either (a) fails to commence construction of the Affordable Rental Housing Project within thirty (30) days after the Closing, or (b) ceases work on the Affordable Rental Housing Project for thirty (30) or more continuous days, then Seller shall have the right, in its sole discretion, to assume control of construction and complete the Affordable Rental Housing Project, in which case Buyer will from time to time (but no more frequently than monthly) reimburse Seller's actual costs in performing such work within thirty (30) days after Seller delivers Buyer reasonable evidence of such costs. In the event Seller assumes control of construction, Seller and Buyer will work together in good faith on a contract (as

reasonably required by Buyer's equity limited partner) to reflect that Seller will step in as general contractor on the Rental Affordable Housing Project. This takeover right will be included in Seller's Quitclaim Deed and shall have senior priority over Buyer's financing; provided, however, Seller agrees to work in good faith with Buyer and Buyer's lenders to enter into an intercreditor agreement with terms acceptable to Seller in its sole discretion.

4.6.2 Seller's Default. If the Close of Escrow does not occur on the Scheduled Closing Date (as may have been extended) due to a breach of this Agreement by Seller where such breach is not cured by Seller upon ten (10) days' notice, this Agreement shall not be terminated automatically, but only at Buyer's election, upon delivery to Escrow Holder and Seller of written notice of termination from Buyer if such breach is still uncured and outstanding on the date of such delivery, in which event Escrow Holder shall automatically return any sums deposited by Buyer and then held by Escrow Holder. If Buyer elects not to terminate this Agreement, then Buyer is entitled to specific performance; provided, however, Buyer must file an action for specific performance within one hundred twenty (120) days after the cure period has expired. In addition, Buyer shall be entitled to all actual damages arising from Seller's breach of this Agreement, but Seller's liability shall not exceed One Million Dollars (\$1,000,000) to Buyer for such damages. Except as set forth herein, Buyer waives any and all other remedies for Seller's failure to perform, including, without limitation, special, punitive or exemplary damages and Buyer acknowledges that Seller shall in no event be liable therefor.

4.6.3 Cancellation Charges. If the failure to close is due to the default of one of the Parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

5. ACTIONS PENDING CLOSING.

5.1 Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue a CLTA Owner's Policy of Title Insurance (the "CLTA Policy") showing title to the Property vested in Buyer with liability equal to the Purchase Price, or such other amount as Buyer may request and is acceptable to the Title Company. Buyer may choose to obtain an ALTA Owners Extended Coverage Policy of Title Insurance (the "ALTA Policy") instead of a CLTA Policy, provided that Buyer will be responsible for the difference between the cost of the CLTA and ALTA Policy, and obtaining an ALTA policy will not be a condition of closing (the policy selected whether the CLTA Policy or the ALTA Policy is referred to herein as the "Title Policy"). In the event Buyer chooses an ALTA, Buyer will be responsible for any and all additional fees and costs associated with said policy, including but not limited to survey fees and expenses.

5.2 Access. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer, its agents, employees and contractors shall have the right to enter the Property at reasonable times and upon reasonable prior notice for the purposes of conducting such investigations, inspections and tests of the Property as Buyer deems necessary in order to determine the condition and suitability of the Property. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all loss, expense, claim, damage and

injury to person or property resulting from the acts or omissions of Buyer, its employees, consultants, engineers, agents and contractors on the Property in connection with and/or related to the performance of any investigation, inspection and/or test of the Property, provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller's agents, employees or contractors and/or for any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, contractors, or, subcontractors but discovered or impacted during their inspections. Buyer shall obtain and maintain until Close of Escrow: (i) worker's compensation insurance as may be required by law and (ii) primary liability insurance providing coverage on an occurrence basis in the amount of at least \$1 million insuring against any loss, damage, injury or liability in connection with any such entry and/or investigations, inspections and tests of the Property by Buyer and/or Buyer's Representatives. Such insurance shall name Seller as an additional insured, and otherwise shall be issued by an insurer and be in a form and with deductibles subject to Seller's reasonable prior approval. Prior to any such entry by Buyer or Buyer's Representatives, Buyer shall provide Seller with a certificate evidencing Buyer's liability insurance, and such certificate shall provide that such insurance shall not lapse or be cancelled, terminated, or modified without thirty (30) days' prior notice to Seller.

5.3 Financing Budget. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer shall process for closing all actions necessary or appropriate for the financing of the Property and the development and construction of the Affordable Rental Housing Project (the "Rental Affordable Housing Financing"), including, without limitation, securing the following: (a) a Joe Serna Farmworker Funding ("Serna Funds") from the State Department of Housing and Community Development ("HCD") and/or financing from Federal Home Loan Bank, (b) an allocation from the California Debt Limit Allocation Committee for tax exempt bonds and from the California Tax Credit Allocation Committee for the 4% low income housing tax credits ("Tax Credit Financing"), (c) a commitment from the County for Tax Increment Financing Funds ("TIF Funds"), (d) any required equity contributions or additional financing to resolve any deficit in the Rental Affordable Housing Financing, (e) all construction contracts for completion of the Project, and (f) all required regulatory agreements from all applicable governmental agencies. The Rental Affordable Housing Financing shall be in an amount that is sufficient to fund all costs, expenses and fees covered by the Budget. Buyer shall consult regularly with Seller in Buyer's processing for closing of all such financing, and shall provide copies of such financing documents (and any drafts thereof) on Seller's written request. Such documents shall be approved by Seller and the Agency in their reasonable discretion for compliance with the Applicable Requirements as a condition to Close of Escrow. Notwithstanding anything herein to the contrary, if Buyer fails to satisfy any of the following obligations by the stated deadline, the Seller shall have the right to terminate this Agreement, in which case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all engineering and architectural plans prepared by or on behalf of Buyer for the Affordable Rental Housing Project:

Obligation	Deadline
Submit application for Serna Funds	February 20, 2020
Obtain a commitment letter from the County of Monterey for TIF Funds	February 20, 2020
Submit application for Federal Home Loan financing	March 9, 2020

Obtain either award letter from HCD for Serna Funds or commitment for Federal Home Loan financing	July 31, 2020
Obtain award letter for Tax Credit Financing	October 21, 2020

5.3.1 The "Budget" means a budget and business plan for the Rental Affordable Housing Project on the Property containing financial information and projections detailing all costs, expenses and fees associated with the Rental Affordable Housing Project, financing, cash flow projections, and a description of major development, construction and other milestones and deadlines. The Budget may not be materially amended, modified or supplemented at any time without Seller's prior written approval which approval shall not be unreasonably withheld or delayed if the Budget is balanced and does not increase costs or liabilities of the Seller or Agency. In the event that the Budget changes after the Close of Escrow such that the cost to complete the construction of the Rental Affordable Housing Project has increased (where the scope of work is such work covered by Buyer's construction contract), CHISPA agrees to be solely responsible for any increased costs and will defend and indemnify Seller from and against any claims by any person or party, including but not limited to claims from the County or Agency, related to the increased costs of the construction of the Rental Affordable Housing Project (as defined by the scope of Buyer's construction contract). The responsibility, liability, duty to defend, and indemnification described above only apply to costs associated with vertical onsite construction and do not apply to increases in the Budget for other costs and explicitly exclude all other costs of developing the Property and the Project, including, but not limited to cost of infrastructure, off-site improvements, costs related to the condition of the Property such as environmental remediation, or any other cost or expense that is the responsibility of the Seller to deliver.

6. CONDITIONS TO PURCHASE AND SALE.

6.1 Buyer's Conditions. The following conditions (the "Buyer's Conditions") are conditions precedent to Buyer's obligation to purchase the Property:

(a) The representations and warranties contained in Section 7.1 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing.

(b) Seller shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) The Title Company shall be committed to issue the Title Policy.

(d) Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated herein and as specified in the Seller Implementation Agreement.

(e) No order or injunction restraining or preventing the transactions contemplated by this Agreement or the development of the Property shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement or adversely affecting the development of the Property, including, but not limited to eminent domain proceedings, shall be pending before any court of government agency or be overtly threatened by any governmental agency.

(f) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in accordance with the Budget.

(g) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(h) Buyer shall have entered into a construction contract ("Construction Contract") for the design, construction and development of the Affordable Rental Housing Project, on terms and conditions acceptable to the parties thereto in the reasonable discretion of each.

(i) Buyer and Seller shall have reached agreement on all terms and conditions of the Easement, Maintenance and Use Agreement, including Buyer's total payment amount due for the proposed easement costs pursuant to the Easement, Maintenance and Use Agreement.

(j) Buyer shall have received all requisite approvals and permits from the County of Monterey, the Marina Coast Water District and, if applicable, the Fort Ord Reuse Authority, to construct the Rental Affordable Housing Project, on such terms and conditions as are acceptable to Buyer in its sole discretion.

(k) No event shall have occurred nor shall any condition have arisen after the Effective Date that materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, income, expenses or occupancy for the Rental Affordable Housing Project.

Buyer's Conditions are for the benefit of and may be waived by Buyer. Upon the nonsatisfaction of any of Buyer's conditions, unless waived by Buyer, the Agreement may be terminated by Buyer at any time prior to the Scheduled Closing Date, in which event neither party shall have any further obligations under this Agreement except (i) as otherwise specifically provided in Section 4.6 hereof, or (ii) for any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement.

6.2 Seller's Conditions. The following conditions (the "Seller's Conditions") are conditions precedent to Seller's obligation to sell the Property:

(a) The representations and warranties contained in Section 7.2 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller has accepted in writing.

(b) Buyer shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) Buyer shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated by this Agreement.

(d) No order or injunction restraining or preventing the transactions contemplated by this Agreement shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement shall be pending before any court or government agency or be overtly threatened by any government agency.

(e) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in the amount specified in the Budget.

(f) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(g) Buyer shall have entered into a construction contract with a general contractor reasonably acceptable to Seller (the "General Contractor") for the construction of the Rental Affordable Housing Project, subject only to a notice to proceed issued by Buyer following the Close of Escrow. Buyer intends to use Central Coast Residential Builders to construct the Rental Affordable Housing Project, but Buyer reserves the right to change the General Contractor prior to commencing construction, subject to Seller's reasonable acceptance. Seller hereby approves Central Coast Residential Builders, License # 811435, Contact: Gabriel Torres and Normond Kolpin as General Contractor, subject to Seller's review and approval of the General Contractor's status and licensure compliance prior to commencing construction.

(h) The plans for the Rental Affordable Housing Project shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

Seller's Conditions are for the benefit of and may be waived by Seller. Upon the nonsatisfaction of any of Seller's conditions, unless waived by Seller, the Agreement may be terminated by Seller at any time after the date Escrow is otherwise scheduled to close, in which event neither party shall have any further obligations under this Agreement except (i) as otherwise specifically provided in Section 4.6 hereof, or (ii) for any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Seller's Representations and Warranties. Except as disclosed to Buyer in the Property Reports and otherwise in writing, and except as contained in any document, record or report generally available to the public, Seller hereby represents, warrants and covenants to Buyer

as follows, which representations, warranties and covenants shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

(a) Seller is a Delaware limited liability company, duly organized and in good standing under the laws of the State of Delaware with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement. Seller is the sole owner in fee simple of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Except as set forth in a recent preliminary title report including the Property, and except as otherwise contemplated in this Agreement, Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to the Close of Escrow. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any agreement, covenant or obligation binding on Seller. This Agreement has been duly authorized and executed by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(b) Seller and any entity or person that owns or controls Seller are not bankrupt or insolvent under any applicable Federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(c) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

(d) Seller has not entered into any written unrecorded agreement, lease or contract that would be binding against the Property after the Close of Escrow.

(e) To Seller's Knowledge, Seller has disclosed all material written reports and documents in Seller's actual possession and control that pertain to the Property.

(f) To Seller's Knowledge, the Property nor its operation violates in any way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local or private.

(g) There is no pending or threatened private or governmental litigation by any governmental authority or person against Seller relating to the Property that might, if it and all other pending and threatened litigation were adversely determined, result in a material adverse change in the Property or its operation or that challenges the validity of or otherwise materially adversely affects the transactions contemplated by this Agreement.

(h) Seller has no Knowledge of, nor has Seller received written notice of, any plan, study or effort by any agency or party that in any way would materially affect the intended use of the Property or any portion of it as a Rental Affordable Housing Project, or of any intended

public improvements that would result in any charge being levied against, or any lien assessed on, the Property.

(i) Seller has no Knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no Knowledge that anyone will, at the Closing Date, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(j) Buyer is aware that, in connection with the Property's former use as the Fort Ord Army Base, the Property was subject to environmental conditions that were required to be remediated, as more particularly disclosed in the FORA Deed, Agency Deed and other documents within the Title Report. To Seller's Knowledge, all required remediation has been completed and approved by the applicable governmental authorities prior to the Effective Date. Except for the foregoing, to Seller's Knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. To Seller's Knowledge, there are no environmental, health or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Seller nor to Seller's Knowledge has any third party (including but not limited to Seller's predecessors in title to the Property) used or installed any underground tank or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials ("Hazardous Materials"), which for purposes of this Agreement includes, but is not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §§1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws. Seller has no Knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Material.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, which representations and warranties shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

(a) Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any agreements, covenant or obligation binding on Buyer.

(b) Buyer is a nonprofit corporation qualifying under Internal Revenue Code section 501(c)(3), the charitable mission of which is consistent with the acquisition, development and operation of affordable housing as set forth in its current Form 1023 filed with the Internal Revenue Service and its current Determination letter.

(c) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(d) Buyer is a qualified nonprofit organization meeting the requirements of IRC Section 42(h)(5)(C) and is a qualified nonprofit corporation within the meaning of the California Revenue and Taxation Code Section 214(g).

(e) Buyer has not had any "negative points" (as such term is used in the Regulation of the California Tax Credit Allocation Committee or the Procedures of the California Debt Limit Allocation Committee) assessed against it.

(f) Buyer is not in default of any agreement with respect to any other property which has been awarded Tax Credits or tax exempt financing.

(g) There has not been an IRS Form 8611 filed with respect to any project in which Buyer's general partner has a direct or indirect interest.

7.3 Buyer's Covenants. In addition to all other covenants of Buyer contained in this Agreement, Buyer shall perform the following covenants:

(a) Financing. From and after the Effective Date of this Agreement, Buyer shall use all commercially reasonable efforts to obtain the commitment for the Rental Affordable Housing Financing in the amounts specified in the Budget. Buyer acknowledges that Seller is not obligated to provide any additional financing for the vertical onsite construction of the Project.

(b) Compliance. In connection with this Agreement, and the transactions and activities contemplated therein, including but not limited to the Buyer's development of the Rental Affordable Housing Project, Buyer shall fully comply with all Applicable Requirements and all Applicable Laws, and shall not, by any act or omission, cause Seller to fail to comply with any Applicable Requirements and Applicable Laws. "Applicable Laws" means all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders, and decrees.

(c) Transfers. Prior to the Close of Escrow, Buyer shall not engage in any Transfer without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. As used in this Agreement, "Transfer" means (i) any transfer, sale, lease (other than tenant leases), option, encumbrance or other conveyance of all or any portion of the Property; (ii) any direct or indirect transfer, sale, encumbrance, assignment or other conveyance, whether in

a single transaction or a series of transactions, of 25% or more, cumulatively, of the direct or indirect beneficial ownership interests in Buyer and/or any successor or assign of Buyer and/or (iii) the suspension or termination of Buyer's involvement in and/or ultimate decision-making authority for the Rental Affordable Housing Project. Any Transfer that does not comply with the requirements of this Section shall be null and void, and shall constitute an incurable default by Buyer under this Agreement. Notwithstanding the foregoing, Seller acknowledges and agrees that the Buyer may, without Seller's approval, either (i) after the Effective Date of this Agreement convey its rights under this Agreement, or (ii) after the Closing Date convey title to the Property, to any limited partnership in which Buyer (or any Affiliate of Buyer) is the general partner and in which one or more tax credit investors are limited partners. In addition, such investors may transfer their limited partnership interests to other investors as limited partners without Seller's consent or approval. Buyer or its Affiliate shall retain control over day to day management of the development of the Rental Affordable Housing Project; provided, however, that in the event of a material uncured default of the general partner pursuant to Buyer's limited partnership agreement, with the advanced written consent of Seller and Agency (not to be unreasonably withheld), such tax credit partners may replace Buyer as general partner and substitute a new general partner, provided that the replacement general partner (i) agrees to fully assume Buyer's obligations related to the Project as general partner of Buyer or otherwise, (ii) has sufficient experience in the development of rental affordable housing projects similar to the Rental Affordable Housing Project located on the Property; and (iii) is financially sound and solvent. For purposes of this Section 7.3(c), the term "Affiliate" shall mean any entity in which Buyer, directly or indirectly, owns fifty percent (50%) or more of the ownership interests or has control of such entity. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Affiliate, whether through ownership of voting securities, by contract or otherwise.

(d) Development of Rental Affordable Housing Project. Buyer shall develop and construct the Rental Affordable Housing Project in accordance with: (i) all Applicable Requirements and all Applicable Laws, and any requirements of any governmental authority or agency in connection with the foregoing and (ii) in accordance with plans and specifications approved by Seller and by any governmental authority or agency.

(e) Rental Affordable Housing Project Breakdown. Buyer shall develop, construct, and operate the Rental Affordable Housing Project so that a certain percentage of the units are very low income units, and a certain percentage of the units are low income units, as described in the DDA (the "Rental Affordable Housing Breakdown").

(f) Potable Water Allotment. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled annually. The allotment under the Specific Plan for the Rental Affordable Housing Project is 15.18 acre feet of potable water annually. Should the Property's consumption exceed or be projected to exceed 15.18 acre feet in a given year, the Buyer will use all commercially reasonable efforts to reduce water consumption to less than 15.18 acre feet.

The provisions of this Section 7.3 shall survive the Close of Escrow.

7.4 Seller's Covenants. In addition to all other covenants of Seller contained in this Agreement, Seller shall perform the following covenants:

(a) Easement, Maintenance and Use Agreement for Access. Seller covenants to enter into an easement, maintenance, and use agreement (“Easement, Maintenance and Use Agreement”) to allow Buyer access to and use of certain private roads and storm drain basins to be constructed, owned, and maintained by Seller (the “Street Improvements”), which Street Improvements may be transferred to a master association or homeowners association to be created by Seller. The Easement, Maintenance and Use Agreement will record on the earlier of (i) the transfer of the Street Improvements from Seller to the homeowners association and (ii) the Closing. Seller covenants to grant such easements to Buyer such that the total cost to Buyer for use, maintenance, and repair of the easement property does not exceed the Buyer's projected proportionate use of such property, assuming Seller fully develops its property as planned, and does not exceed the amount feasible given Buyer's budget and financing. Seller agrees that the total cost to Buyer for such easement may be paid in one lump sum capitalized payment of \$115,000.00. Seller covenants not to reserve and/or impose any additional covenants, easements, CC&R's, homeowners' associations, assessment or special tax districts, rights, and rights-of-way, other than those existing on or in connection with the Property as of the Effective Date, on, over, under, across and/or through the Property without Buyer's prior written consent. Seller represents and warrants that Buyer shall not be a member of any master association, homeowners' association, or the like, created by Seller, including, but not limited to the association described in Condition of Approval No. 133.

(b) No Amendment or Agreements. On or after the Effective Date, Seller shall not (i) amend or waive any right under any of the agreements referenced in the Recitals of this Agreement or (ii) enter into any lease or other agreement of any type affecting the Property that would survive the Closing Date, without Buyer's prior written consent, which consent Buyer may withhold in its sole and absolute discretion.

(c) Insurance. Through the Closing Date, Seller must maintain or cause to be maintained in full force and effect comprehensive general liability casualty and other insurance on the Property.

(d) Maintenance and Operation. Seller, at its sole cost and expense, must operate the Property in substantially the same manner as it has operated the Property prior to the Effective Date and must maintain and keep the Property such that on the Closing Date the Property is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller may not make any material alterations to the Property without Buyer's prior written consent.

(e) Mechanics' Liens. Except for materials, supplies or work provided or ordered for the Property at the request of or for the account of Buyer, on or before the Closing Date, Seller must (i) pay for all materials, supplies, and work provided or ordered for the Property for which a labor, materialman's, or mechanics' lien may be claimed under applicable law and (ii) if required by the Title Company, provide the Title Company with such indemnifications or

security as it may require to insure title to the Property at the Closing without exception for any unrecorded labor, materialman's, or mechanics' claim of lien.

(f) No Marketing. Seller agrees not to market, show or list the Property to any other prospective buyer during the term of this Agreement.

(g) Existing Financing. Seller shall not permit any default, or any event that could give rise to a default with lapse of time or notice, to occur under any existing loan secured by the Property or other financing encumbering the Property.

(h) Access to Property. Buyer and Buyer's representatives, agents and designees shall have the right at all reasonable times until the Closing Date to enter the Property as provided in this Agreement upon providing at least one (1) business day notice via text, email or telephone call to James Fletcher or Seller's other designated representative.

(i) Notification. Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

(j) Processing of Rental Affordable Housing Project. From and after the Effective Date, Buyer shall be processing all applications, plans, maps, agreements, documents, approvals and other instruments or entitlements necessary or appropriate in Buyer's sole discretion in connection with the Rental Affordable Housing Project on the Property. Seller covenants to cooperate fully with, and upon Buyer's request, assist Buyer in the processing of any such items as relate to the Rental Affordable Housing Project including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

8. PROCESSING OF PROJECT.

From and after the Effective Date, Seller shall have the right to process all applications, plans, maps, agreements, documents, approvals and other instruments or entitlements necessary or appropriate in Seller's sole discretion in connection with the Project on the Seller's Remaining Property so long as it does not restrict or limit Buyer's ability to develop the Rental Affordable Housing Project as contemplated in this Agreement. Buyer shall cooperate fully with and, upon Seller's request, assist Seller in the processing of any such items as relate to the Project including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

9. AS IS

As-Is Sale. Buyer represents, warrants and covenants to Seller as of the Close of Escrow that Buyer independently has inspected the Property, or has had full opportunity to do so, and that Buyer has elected to go forward with the purchase of the Property based upon such examinations

and inspections as Buyer has deemed appropriate to make. Buyer agrees that except with regard to (i) Seller's representations and warranties contained in Section 7.1 above, (ii) Seller's covenants under Section 7.4 above, and (iii) all of Seller's covenants and obligations under all contracts and agreements to which Seller is bound as relate to the Property, Buyer will accept the Property in its condition at Close of Escrow AS-IS, WHERE-IS and WITH ALL ITS FAULTS, including, without limitation, any faults and conditions specifically referenced in this Agreement. Buyer acknowledges and agrees that Seller (including, without limitation, any employee, representative, consultant, contractor or agent of Seller) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, or past, present or future, concerning or with respect to the Property, including, without limitation, any of the following:

- (a) the habitability, suitability or fitness for a particular purpose of the Property;
- (b) the manner and quality of the Property;
- (c) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- (d) compliance with any environmental protection, pollution, land use, or zoning laws, rules, regulations, orders or requirements, including, but not limited to, the Endangered Species Act;
- (e) the presence or absence of hazardous or toxic materials or substances at, on, under, or adjacent to the Property;
- (f) the fact that all or a portion of the Property may be located on or near an earthquake fault line or located in an Alquist-Priolo special study zone and the resulting damage of past and/or future earthquakes;
- (g) the availability or provision of utilities or transportation to or for the Property except to the extent Seller is obligated to provide utilities in accordance with the Easement, Maintenance and Use Agreement;
- (h) status of title (other than Seller's duty to convey fee simple title to Buyer at closing);
- (i) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water;
- (j) the value, profit potential, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof;

- (k) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire, zoning or subdivision ordinances, codes or other similar laws,
- (l) the existence or non-existence of underground storage tanks; or
- (m) any other matter concerning or relating to the Property.

Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property, including, without limitation, the Property Reports, was obtained from a variety of sources and that neither Seller nor any of its agents, employees, representatives, consultants or contractors has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be provided herein. Buyer acknowledges and agrees that (i) Seller has acquired the Property by foreclosure; (ii) Seller was not involved in the operation of the Property before Seller's acquisition of the Property; and (iii) Seller's Knowledge shall not apply to, or be construed to include, information or material which may be in the possession of Seller generally or incidentally, but of which Seller does not have Knowledge.

Release. Except for the liability of Seller for (a) any default under this Agreement or any other agreement among the parties, (b) exercise of the Repurchase Option (as defined in Section 12.1) other than upon the occurrence of a Repurchase Event (as defined in Section 12.1(c)), (c) any fraudulent act or intentional misrepresentation by Seller, (d) breach of the representations and warranties contained herein, or (e) failure to comply with any post-closing covenant or obligation under this Agreement (collectively, the "**Excepted Matters**"), Buyer waives its right to recover from and fully and irrevocably releases Seller and Seller's past, present and future spouses, heirs, executors, administrators, representatives, predecessors-in-interest, successors-in-interest, assigns, lenders, agents, employees, attorneys, officers, directors, shareholders, affiliates, subsidiaries, parent corporations, sister companies, partners, members, managers, managers and co-venturers (collectively, the "**Released Parties**") from any and all claims (including without limitation damages, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that Buyer may now have or hereafter acquire against Seller or any of the Released Parties arising from or related to the Property, including, without limitation, the physical condition or status of the Property, the condition of title, any soils and(or) ground conditions, and/or Hazardous Substance(s).

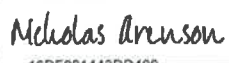

Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Buyer and Seller hereby specifically acknowledge that (i) each has carefully reviewed this Section 9 and discussed its import with legal counsel, and (ii) that the provisions of this subsection are a material part of this Agreement without which Seller would not have entered into this Agreement with Purchaser, and (iii) this Release is given by Buyer to Seller for valuable consideration, the sufficiency of which is hereby acknowledged.

Buyer
By: 
Its: 

Seller DocuSigned by:
By: 
Its:  DIVISION President

10. INSURANCE.

10.1 Intentionally omitted.

10.2 Buyer's Insurance; Indemnification. For so long as Buyer is constructing the Rental Affordable Housing Project: (i) Buyer shall at its own cost obtain and maintain or cause to be obtained and maintained, in such form and content as required by Seller in consultation with Buyer, comprehensive general liability, course of construction and builder's risk, and completed operations insurance, naming Seller and its members as Additional Insureds; and (ii) Buyer shall defend, indemnify and hold harmless Seller from any claims or liability arising out of the construction or development of Rental Affordable Housing Project. This obligation shall terminate upon completion of construction of the Rental Affordable Housing Project.

10.3 Survival. The provisions of Section 10.2 shall survive the Close of Escrow.

11. INTENTIONALLY OMITTED.

12. REPURCHASE OPTION.

12.1 Repurchase Option. In addition to the County of Monterey's right of reverter in the Seller's Quitclaim Deed (which shall not be abrogated or otherwise diminished by this Section 12), as a separate and distinct remedy, Seller shall have, and Buyer grants to Seller, an exclusive, irrevocable option (the "Repurchase Option") to repurchase the Option Property (as defined in the next sentence) at the Option Price (as defined below). The "Option Property" means the Property, together with (i) such plans, drawings, reports, specifications, warranties, agreements, entitlements, permits, certificates, approvals licenses, rights of way, easements or other privileges as may exist in connection with the Property and/or the Rental Affordable Housing Project at the time of Repurchase Option exercise, and (ii) all buildings and other improvements as may exist on the Property at the time of Repurchase Option exercise and all other property and materials used or to be used in connection with such improvements and/or the Rental Affordable Housing Project. Seller's rights under this Section shall be included in Seller's Quitclaim Deed and shall have senior

priority over Buyer's financing; provided, however, Seller agrees to work in good faith with Buyer and Buyer's lenders to enter into an intercreditor agreement with terms acceptable to Seller in its sole discretion.

a. Option Price. The "Option Price" shall be the lesser of (i) \$100,000.00 or (ii) the total amount of out of pocket architecture, engineering, pre-construction, and construction costs and expenses incurred by Buyer, as of the time of Repurchase Option exercise, in connection with the construction of the Rental Affordable Housing Project, which shall be documented by Buyer in writing along with reasonable backup documentation in connection therewith. The Option Price shall be paid first by cancellation and offset of any outstanding amounts owed by Buyer and any Affiliate of Buyer to Seller or Seller's Affiliates. For purposes of this Section 12, "Affiliate" means, with respect to a person or entity, a person or entity controlled by, controlling, or under common control with such person or entity.

b. Option Term. The Repurchase Option shall be effective for a term commencing immediately upon execution of this Agreement and ending upon issuance of a Certificate of Completion by the Agency for the Rental Affordable Housing Project, in accordance with the DDA.

c. Option Exercise; Repurchase Events. Seller shall have the right to exercise the Repurchase Option by written notice to Buyer (the "Exercise Notice") at any time after any Repurchase Event occurs that is not cured (if curable at all) in a timely manner. For the purposes of this Agreement, "Repurchase Event" means any event which would give rise to Agency's remedies to terminate Buyer's rights to develop the Property or revert title in the Agency if Agency (or the County of Monterey) did not first exercise its remedies under its right of reverter and repurchase under the Quitclaim Deed or Seller did not exercise its Repurchase Option under this Section, including, without limitation: (i) Buyer engages in a Transfer that is not permitted hereunder or under the DDA; (ii) Buyer fails to commence construction of the Rental Affordable Housing Project as required under this Agreement, the DDA and/or the Assignment Agreement; or (iii) Buyer fails to complete construction of the Rental Affordable Housing Project as required under this Agreement, the DDA and/or the Assignment Agreement. In the event of any Repurchase Event that is reasonably susceptible of cure without causing any material adverse effect on the Project or Seller's ability to develop the Project as required under the DDA and Development Approvals (each a "Curable Repurchase Event"), then Buyer and/or tax credit investor(s) in the Phase II Affordable Rental Housing Buyer shall have thirty (30) days from the delivery of a notice specifying such Curable Repurchase Event to cure; provided, that, if such cure is not reasonably possible within thirty (30) days, then Buyer shall have an additional thirty (30) day period to cure such failure and no Repurchase Event shall be deemed to exist hereunder so long as Buyer commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within such sixty (60) day period from the date of Seller's notice, which period Seller agrees to reasonably extend further if such extension would not have a material adverse effect on Seller's ability to develop the Property and Buyer is not in default under any of its financing (the "Repurchase Cure Period").

d. Option Closing. Concurrently with Buyer's receipt of an Exercise Notice, an escrow shall be opened with Escrow Holder. The closing of the purchase and sale of the Option

Property (the "Option Closing") shall occur after the date of the Exercise Notice on a date designated by Seller upon three (3) days' written notice to Buyer, subject to Seller's right to extend the Option Closing from time to time for a period or periods not to exceed thirty (30) days. At the Option Closing, Buyer shall (i) convey the Property to Seller by quitclaim deed with the condition of title specified herein, and (ii) shall assign any and all plans, drawings, reports, specifications, warranties, agreements, entitlements, permits, certificates, approvals, and licenses in connection with the Property and/or the Phase II Rental Affordable Housing Project to Seller by bill of sale and assignment in a form reasonably acceptable to Seller. Buyer shall ensure that all plans, drawings, reports, specifications, warranties, agreements, entitlements, permits, certificates, approvals, and licenses in connection with the Property and/or the Rental Affordable Housing Project shall be assignable to Seller at no cost or expense to Seller. The Parties shall timely execute and deliver any other documents or agreements reasonably necessary, and otherwise reasonably cooperate, to consummate the Option Closing.

e. Closing Costs and Prorations. All escrow fees, costs and expenses shall be allocated in accordance with Section 4.3.

f. Condition of Title. At Option Closing, the Property shall be conveyed to Seller in the same title condition as shall have been conveyed to Buyer at the Close of Escrow, except that Seller shall accept (i) conditions or matters affecting title to the Property that Seller or Buyer caused in connection with the development of the Project and/or the Rental Affordable Housing Project, and (ii) encumbrances imposed by senior lenders in connection with the Rental Affordable Housing Project Financing previously approved by Seller. Buyer shall at its sole cost and expense take such action as is necessary to remove or otherwise satisfy any title exceptions created by it and not allowed by this Agreement.

g. Survival; Binding Effect. The provisions of this Section shall run with the land and be binding on the successors, assigns, and transferees of Buyer as covenants running with the land and/or as equitable servitudes. The Repurchase Option is personal to Seller; provided, however, that Seller may assign the Repurchase Option to any of its Affiliates. If Seller exercises the Repurchase Option, Seller waives any and all claims for all monetary damages against Buyer including, but not limited to, all actual, direct, incidental, consequential, special, punitive and exemplary damages and all claims for lost profits.

13. CONDEMNATION.

If, prior to the Close of Escrow, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, each party shall have the right, in each party's sole discretion, to terminate this Agreement and the Escrow upon written notice to the other party and Escrow Holder not later than seven (7) days after receipt of Seller's notice thereof to Buyer. If this Agreement and the Escrow are so terminated, all documents and funds shall be returned by Escrow Holder to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller.

14. BROKERS.

Buyer and Seller each represents and warrants to the other that it has not engaged any real estate broker or finder in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Seller. Buyer agrees to indemnify, defend, and hold Seller harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Buyer. The representations, warranties, indemnities and agreements contained in this Section 14 shall survive the Close of Escrow or earlier termination of this Agreement.

15. GENERAL PROVISIONS.

15.1 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. A facsimile of a counterpart signature page shall be considered the equivalent of an ink original for all purposes.

15.2 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both Parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

15.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

15.4 Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with the internal laws of the State of California.

15.5 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied

by delay or any other act or omission of either party. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

15.6 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement.

15.7 Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, to the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or award or judgment.

15.8 Assignment; Successors and Assigns. Except as permitted in Section 7.3(c) hereof, Buyer shall not transfer, encumber, sell or assign whether by operation of law or otherwise ("Assign") all or any portion of this Agreement and/or its rights and obligations hereunder without the express prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. Any Assignment that does not strictly comply with the requirements of this Section shall be null and void. Subject to the foregoing provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of successors and permitted assigns of the Parties to this Agreement.

15.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any work day before 5:00PM local time and on the next work day if received after 5:00PM or on other than a business day, including, without limitation, in the case of: (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by United States first-class certified or registered mail, postage prepaid; and (iv) transmittal by email, addressed as follows:

If to Seller:

UCP East Garrison, LLC
900 E. Hamilton Ave., Suite 500
Campbell, CA 95008
Attn: James W. Fletcher
Phone: (408) 207-9405
Email: james.fletcher@centurycommunities.com

With a copy to:

Century Communities
7815 North Palm Ave., Suite 101

Fresno, CA 97113
Attn: Holly Traube Cordova, Esq.
Phone: (661) 487-6080
Email: holly.cordova@centurycommunities.com

If to Buyer: CHISPA, Inc.
295 Main Street, Suite 100
Salinas, CA 93901
Attn: Dana Cleary
Phone: 831-757-6251 x 141
dcleary@chispahousing.org

If to Escrow Holder: First American Title Company
60 West Market Street
Salinas, CA 93901
Attention: Doug Ottmar

In this section "work days" means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

15.10 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party is intended to or shall have any rights hereunder.

15.11 No Partnership. Nothing in this Agreement shall be construed as making Buyer and Seller joint venturers or partners.

15.12 Natural Hazard Disclosure Statement. Buyer shall receive from Seller a Natural Hazard Disclosure Statement pertaining to the Property (the "Disclosure Statement"). Buyer acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act (California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1102.6c(d), and any successor statutes or laws, as amended (the "Disclosure Act").

15.13 Assignment and Assumption Agreement; Quitclaim Deed. Nothing in this Agreement shall be deemed to waive, modify or otherwise excuse Buyer from compliance with the provisions of the Assignment and Assumption Agreement or the Quitclaim Deed, and the rights and remedies of the Agency and Seller under said documents. In the event of any conflict between the provisions in this Agreement and any provision in the Assignment and Assumption Agreement, the provision in the Assignment and Assumption Agreement shall prevail.

15.14 Terminology; Interpretation. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. The Parties acknowledge that each party has reviewed or has had the opportunity to review with counsel this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The Parties further agree that no drafts of this Agreement or any amendments or exhibits hereto shall be used to interpret the meaning of this Agreement or any provision thereof, or the Parties' intent.

15.15 Calendar Days; Business Days. All time periods set forth herein in terms of "days" refer to calendar days, unless specifically otherwise provided; however, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "**business day**" means any day other than a Saturday, Sunday or federal or California State holiday

15.16 Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Monterey County, California. Any suit, arbitration, mediation or other remedial process shall be filed and maintained in Monterey County, California.

15.17 Reliance on Authority of Person Signing Agreement. If a party is not a natural person, then no other party will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

15.18 Waiver of Jury Trial. To the fullest extent now or hereafter permitted by law, each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto or any of them with respect to this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Notwithstanding the foregoing to the contrary, if the jury trial waiver contained herein shall be held or deemed to be unenforceable, each Party expressly agrees to submit to judicial reference pursuant to California Code of Civil Procedure Sections 638 through 645.1 any claim, demand, action or cause of action arising hereunder for which a jury trial would otherwise be applicable or available. Pursuant to such judicial reference, the Parties agree to the appointment of a single referee and shall use their good faith efforts to agree on the selection of a referee. If the Parties are unable to agree on a single referee, a referee shall be appointed by the court under California Code of Civil Procedure Sections 638 and 640 to hear any disputes hereunder in lieu of

any such jury trial. Each party acknowledges and agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon; provided, however, that any matters that would not otherwise be the subject of a jury trial will be unaffected by this waiver and the agreements contained herein. The Parties agree that the provisions contained herein have been fairly negotiated on an arms-length basis, with both sides agreeing to the same knowingly and being afforded the opportunity to have their respective legal counsel consent to the matters contained herein. Any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver. The provisions of this section shall survive the closing or termination of this Agreement.

(Signatures contained on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

UCP EAST GARRISON, LLC, a
Delaware limited liability company

By: UCP, LLC, a Delaware Limited
Liability Company, its sole member

DocuSigned by:

Nicholas Arenson

By: _____

16DE901443DD400

Name: Nicholas Arenson

Title: Division President

BUYER:

Community Housing Improvement
Systems and Planning Association, Inc., a
California nonprofit public benefit
corporation

By: _____

Name: _____

Title: _____

Normand V. Kolpin
Normand V. Kolpin, CFO

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

LOTS M2.14 AND M2.15, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1519, EAST GARRISON PHASE TWO", FILED FOR RECORD ON MARCH 19, 2015, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 41, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 02, 2016 AS INSTRUMENT NO. 2016-10795 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERAL RIGHTS WITH THE RIGHT OF SURFACE ENTRY AS RESERVED IN THE "QUITCLAIM DEED FOR A PORTION OF FORMER FORT ORD, MONTEREY, CALIFORNIA", EXECUTED BY THE UNITED STATES OF AMERICA, IN FAVOR OF THE FORT ORD REUSE AUTHORITY, RECORDED MAY 19, 2006, INSTRUMENT NO. 2006-045190, OFFICIAL RECORDS, MONTEREY COUNTY SAID DOCUMENT WAS RE-RECORDED AND AMENDED JANUARY 12, 2007, INSTRUMENT NO. 2007-03370, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 031-169-057 (LOT M2.14) AND 031-169-058 (LOT M2.15)

EXHIBIT B

LIST OF PROPERTY REPORTS

The Property Reports consist of the following:

1. Preliminary Title Report/Commitment;
2. Listing and Copies of Title Exceptions;
3. ALTA Survey/Endorsements;
4. Tentative Tract Maps with Conditions of Approval;
5. Final Recorded Tract Map;
6. Specific Plan/EIR;
7. Commission/Council Minutes of Approval;
8. Environmental Assessment Report as set forth in the Army's Track Zero Finding of Suitability to Transfer (FOST); and
9. Soils Assessment Report.

EXHIBIT C

FORM OF QUITCLAIM DEED

**RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:**

CHISPA, Inc.
Attn: Dana Cleary
295 Main Street, Ste. 100
Salinas, CA 93901

APN: _____

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$

DOCUMENTARY TRANSFER TAX \$ _____

SURVEY MONUMENT FEE \$

-] computed on the consideration or full value of property conveyed, OR
-] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
-] unincorporated area; City of Unincorporated Area, and

SURVEY MONUMENT FEE \$

QUITCLAIM DEED

UCP EAST GARRISON, LLC, a Delaware limited liability company ("Grantor") hereby remises, releases and quitclaims to COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation, all of Grantor's right, interest, title and claim to the real property situated in the County of Monterey, State of California, more particularly described in Exhibit A attached hereto (the "Property").

SUBJECT, however, to easements and encumbrances of record, the Redevelopment Plan for the Fort Ord Redevelopment Project Area adopted by Ordinance No. 4136 of the Board of Supervisors of the County of Monterey on February 19, 2002, hereinafter called the "Redevelopment Plan," which is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the Disposition and Development Agreement by and between the Redevelopment Agency of the County of Monterey ("Agency") and East Garrison Partners I, LLC, a California limited liability company ("EGP"), dated as of October 4, 2005, a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, as implemented by and assigned to and assumed by Grantor by that certain Implementation Agreement by and between the Agency and Grantor dated June 28, 2011, a copy

of which is on file with the Secretary of the Agency. Both the Disposition and Development Agreement and the June 28, 2011 Implementation Agreement are hereinafter referred to as the "DDA," which DDA is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the certain conditions, covenants and restrictions as follows:

Section 1. Mandatory Language in All Subsequent Deeds and Leases.

The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof shall contain or be subject to substantially the following non-discrimination clauses:

- (a) In deeds: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- (b) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the lessee, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee, or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."

- (c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land."

Section 2. Agency/County of Monterey Right of Reverter.

Subject to the terms of Sections 512 and 513 and Enforced Delays under 604 of the DDA, the Agency and/or the County of Monterey shall have the right to re-enter and take possession of the Property or any portion thereof from Grantee with all improvements thereon (the "Revested Parcel"), and revert in the Agency and/or the County of Monterey the estate previously conveyed to the Grantee ("Right of Reverter") if after conveyance to Grantee of title to the Property or such portion thereof and prior to the issuance of the Certificate of Completion therefore pursuant to Section 320 of the DDA, the Grantee shall, as to the Revested Parcel:

- a. Fail to commence construction of approved improvements on the Property or such portion thereof within the time set forth in the Schedule of Performance (Attachment 5 to the DDA) or the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);
- b. Once construction has been commenced, fail to diligently prosecute construction of the improvements through completion within the applicable time set forth in the Schedule of Performance or the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith, where such failure has not been cured within ninety (90) days after written notice thereof from the Agency and/or the County of Monterey (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);
- c. Abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Agency and/or the County of Monterey or, if such failure cannot be reasonably cured within such ninety (90) day period, failure to reasonably act to cure such failure in a timely manner (unless such abandonment or failure was caused by the Grantor or County or resulted from an Enforced Delay under Section 604 of the DDA);

- d. Without the prior written consent of Agency and/or the County of Monterey, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Property or portion thereof, except for any sale, transfer, disposition, assignment or encumbrance that is expressly permitted by the terms of the DDA; and
- e. If any event under a. through d. above is caused by or is attributable to a successor, assignee or transferee of the Grantee under an Assignment and Assumption Agreement, and the Grantee shall fail, within ninety (90) days of written notice from the Agency and/or the County of Monterey either: (a) to commence to enforce the Grantee's remedies under the Assignment and Assumption Agreement to cause such successor, assignee or transferee to cure the failure, or (b) to commence to act to repurchase the Property or Phase or portion thereof and vest title in the Grantee who shall have, upon such repurchase and revesting, a reasonable period of time to either (x) cure such failure or (y) resell the Property or Phase or portion thereof repurchased by the Grantee to another assignee or transferee pursuant to an Assignment and Assumption Agreement approved by the Grantor; and
- f. *Provided, however,* that prior to the Agency and/or the County of Monterey's exercising its Right of Reverter under this Section 2 or under Section 512 of the DDA, Agency and/or the County of Monterey shall provide written notice to Grantee of its intention to exercise its Right of Reverter and afford Grantee the ability to cure such default if a cure period is provided for herein.

Such Right of Reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- 1. any mortgage, deed of trust or other security instrument permitted by the DDA; or
- 2. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments;
- 3. any rights or interests of bondholders or other parties under financing mechanisms adopted or approved by the County as part of the Development Approvals (as such term is defined in the DDA);
- 4. upon revesting in the Agency and/or the County of Monterey of title to the Revested Parcel as provided in this Section and in Section 512 of the DDA, the Agency and/or the County of Monterey shall use commercially reasonable efforts to resell the Revested Parcel as soon as possible, in a commercially reasonable manner, to a qualified and responsible party or parties (as determined by the Grantor with the concurrence of the Agency) who will assume the obligation of making or completing such improvements as are acceptable to the Agency and/or the

County of Monterey in accordance with the uses specified for the Revested Parcel in the Redevelopment Plan and in a manner satisfactory to the Agency and/or the County of Monterey. If the resale of the Revested Parcel generates any proceeds, then the proceeds thereof shall be applied as follows:

(a) First, to reimburse the Agency and/or the County of Monterey on its own behalf or on behalf of the County or Agency for all costs and expenses reasonably incurred by the Agency and/or the County of Monterey, including but not limited to salaries of personnel and legal fees directly incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the Agency and/or the County of Monterey from any part of the Revested Parcel); all taxes and installments of assessments incurred and payable prior to resale, and water and sewer charges with respect to the Revested Parcel incurred and payable prior to sale; any payments made or required to be made to discharge any encumbrances or liens, except any FORA liens, existing on the Revested Parcel at the time of revesting of title in the Agency and/or the County of Monterey or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; expenditures made or obligations incurred which are necessary or required to preserve the value or protect the Revested Parcel or any part thereof; and any amounts otherwise owing the Agency and/or the County of Monterey by the Grantee and its successors or transferees.

(b) Second, to reimburse the Grantee, its successors or transferees, up to the amount equal to the sum of the following, as reasonably allocated by the Grantee to the Revested Parcel:

- (1) pre-development and development costs paid or incurred by the Grantee for the Revested Parcel; plus
- (2) all other costs pertaining to the acquisition or development of the Revested Parcel; plus
- (3) payments made by the Grantee pursuant to financing mechanisms adopted or approved by the County or Agency as part of the Development Approvals, and the costs actually incurred by the Grantee for on-site labor and materials for the construction of the improvements existing or in process on the Revested Parcel or applicable portion thereof at the time of the repurchase, reentry and repossession, exclusive of amounts financed.

Included with the above amounts shall be the fair market value of the improvements the Grantee has placed on the Revested Parcel, less any gains or income withdrawn or made by the Grantee from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this subsection (b) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of the default or failure which gave rise to the Agency and/or the County of Monterey's exercise of the Right of Reverter.

(c) Any balance remaining after such reimbursements shall be retained by the Agency and/or the County of Monterey as its property.

Section 3. Use and Maintenance.

The Grantee covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Grantee and its successors, transferees and assignees shall devote the Property and Phases thereof to the uses specified in the Redevelopment Plan, the Development Approvals and the DDA for the periods of time specified therein; *provided*, that in the event of any conflict between the foregoing, the Development Approvals shall govern and control.

In the event that there arises at any time prior to the expiration of the above covenants a condition in contravention of those standards, then the Grantor shall give written notice to the Grantee of the deficiency, and the Grantee shall commence to cure, correct or remedy such condition and shall complete such cure, correction or remedy with reasonable diligence.

Section 4. Prohibition Against Transfer of Property and Assignment of Agreement.

Subject to the provisions of Section 314 of the DDA, after conveyance of title and prior to the issuance of a Certificate of Completion for the Property or any Phase or portion thereof pursuant to Section 320 of the DDA, the Grantee shall not, except as expressly permitted by Section 107 of the DDA, sell, transfer, convey, assign or lease the whole or any part of the Property not covered by a Certification of Completion or the existing buildings or improvements thereon without the prior written approval of the Grantor or Agency which shall not be unreasonably withheld, conditioned or delayed. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Property or any Phase or portion thereof for which a Certificate of Completion has been issued. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, or prohibit or restrict the sale or leasing of any part or parts of a building or structure conditioned upon completion of said improvements as evidenced by a Certificate of Completion, or to restrict any acquisition financing or construction financing therefor.

In the absence of specific written agreement by the Grantor, no such transfer or assignment or approval by the Grantor shall be deemed to relieve the Grantee or any other party from any obligations under the DDA until completion of development as evidenced by the issuance of a Certificate of Completion for the Property or any Phase or portion thereof unless the Grantor has approved an Assignment and Assumption Agreement (“Assignment and Assumption Agreement”) with respect to such transaction pursuant to Section 107 of the DDA.

Section 5. Grantor Repurchase Option and Takeover Rights.

(a) This Deed is subject to Grantor’s right to repurchase the Property, as more particularly set forth in that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated _____, 2020 between Grantor and Grantee (the “Purchase

Agreement”). Without limiting the foregoing, the Purchase Agreement provides that Grantor has a right to repurchase the Property at any time after any Repurchase Event occurs that is not cured (if curable at all) in a timely manner. "Repurchase Event" means any event which would give rise to Agency's remedies to terminate Grantor's rights to develop the Property or revert title in the Agency if Agency (or the County of Monterey) did not first exercise its remedies under its right of reverter and repurchase as described above, or Grantor did not exercise its Repurchase Option hereunder, including, without limitation the following: (i) Grantee engages in a Transfer that is not permitted hereunder or under the DDA; (ii) Buyer fails to commence construction of an affordable rental housing project on the Property as required under the DDA and/or the Assignment and Assumption Agreement (the "Affordable Rental Housing Project"); or (iii) Buyer fails to complete the Affordable Rental Housing Project as required under the DDA and/or the Assignment and Assumption Agreement.

(b) This Deed is subject to Grantor's right take over construction on the Property, as more particularly set forth in the Agreement. Without limiting the foregoing, Section 4.6.1.2 of the Agreement provides that if Grantee either (a) fails to commence construction of the Affordable Rental Housing Project within thirty (30) days after the Closing, or (b) ceases work on the Affordable Rental Housing Project for thirty (30) or more continuous days, then Grantor shall have the right, in its sole discretion, to assume control of construction and complete the Affordable Rental Housing Project, in which case Grantee will from time to time (but no more frequently than monthly) reimburse Grantor's actual costs in performing such work within thirty (30) days after Grantor delivers Grantee reasonable evidence of such costs.

Section 6. Enforcement.

Except as otherwise provided in the DDA (including, without limitation, Sections 312, 314 and 320), the covenants contained in this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan as such Redevelopment Plan may be amended pursuant to the provisions of Section 701 of the DDA. Under Section 1100.2 of the Redevelopment Plan, the Redevelopment Plan terminates 30 years from the date the County Auditor certifies to the Director of Finance, pursuant to Health and Safety Code Section 53492.9, as the date of the final day of the first fiscal year in which One Hundred Thousand Dollars (\$100,000) or more of tax increment funds from the Redevelopment Project Area are or have been paid to the Grantor. The covenants against discrimination shall remain in effect in perpetuity. Further, environmental covenants or indemnifications by the Army and/or FORA for their grantees, transferees and successors and assigns shall also remain in place in perpetuity. The covenants established in this Quitclaim Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns, the Grantee and any successor in interest to the Property or any Phase or portion thereof.

The Grantor and the Grantee are each deemed the beneficiary of the terms and provisions of this Quitclaim Deed and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. The covenants shall run in favor of the Grantor and the Grantee without regard to whether the Grantor

or the Grantee has been, remains or is an owner of any land or interest therein in the Property or any Phase or portion thereof, any parcel or subparcel, or in the Redevelopment Project Area. The Grantee and the Grantor shall have the right, if the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled.

Section 6. Remedies of Agency.

If Grantee defaults on any of its material obligations under the DDA and Grantor does not timely cause Grantee to cure such defaults or does not otherwise exercise its rights of reverter and repurchase hereunder, the Redevelopment Agency of the County of Monterey may exercise any rights and remedies available to it as against Grantee under the DDA or otherwise, including, without limitation, any rights of reverter or repurchase with respect to the Property.

Section 7. Capitalized Terms.

Capitalized terms used in this Quitclaim Deed, if not otherwise defined, shall have the meaning given to such terms in the DDA.

(Signature contained on following page)

Date: _____

UCP EAST GARRISON, LLC
A Delaware limited liability company

By: _____

Its: _____

Acknowledged and Agreed to:

COMMUNITY HOUSING IMPROVEMENT SYSTEMS
AND PLANNING ASSOCIATION, INC., a California
nonprofit public benefit corporation

By: _____

Dated: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____,

Dated Here insert Name and Title of Officer

personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT D-1

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a California _____ ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to the Transferee by [Seller], a [status] ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and
2. The Transferor's U.S. employer or tax (social security) identification number is _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____, 2011

"TRANSFEROR"

[Seller]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT D-2

SELLER'S STATE TAX WITHHOLDING CERTIFICATE

To inform _____, a California _____ ("Transferee"), on behalf of [Seller], a [status] ("Transferor"), the undersigned hereby certifies that withholding of tax under Sections 18805 and 18662 of the California Revenue and Taxation Code (collectively, the "Act") will not be required by Transferor:

CHECK ALL APPLICABLE ITEMS:

- 1. Transferor is a resident of California. Transferor's last known address is _____.
- 2. Transferor is a corporation qualified to do business in California.
- 3. Transferor is a partnership as determined in accordance with Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code.
- 4. Transferor has received a homeowner's property tax exemption for the Property.
- 5. Transferor is a bank acting as trustee other than a trustee of a deed of trust.

If none of the above apply, the undersigned certifies that Transferor has filed Form 597-A with the California Franchise Tax Board ("FTB") for the purpose of obtaining a Certificate from the FTB that Transferor is not required to pay to the FTB the amount of tax otherwise required to be withheld and paid under the Act, or is required only to pay a reduced amount of such tax.

Transferor understands that this Certificate may be disclosed to the California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare, in my individual capacity, that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2011

"TRANSFEROR"

[SELLER]

By: _____
Name: _____
Title: _____

EXHIBIT D-3

ASSIGNMENT AND BILL OF SALE

Reference is hereby made to (a) that certain property located in [City], [County] County, California and described in more detail on Exhibit A of that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions ("Purchase Agreement") between Seller and Buyer (as such parties are defined below) dated as of [Month] 2011, (b) to the improvements located thereon and (c) to the rights, privileges and entitlements incident thereto (the "Property").

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Seller], a [status] ("Seller"), does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to [Buyer], a California _____ ("Buyer"), all of Seller's right title and interest in the Property, including, without limitation: (i) all entitlements, subdivision agreements and other agreements relating to the development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims and any similar rights relating to and benefitting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and rights benefitting the Property; (v) all development rights benefitting the Property; and (vi) all rights, claims or awards benefitting the Property; excluding in any event all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, which shall be and remain the property of Seller.

Except for the representations and warranties specifically set in the Purchase Agreement, Seller hereby disclaims any warranty, oral or written, concerning (a) the suitability of said Property for any activities and uses which Buyer may elect to conduct on the real property and/or in any improvements thereon, (b) the construction, physical condition or state of repair of said Property, (c) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Buyer has fully inspected, evaluated and accepted said personal property on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and Buyer, by its acceptance of this Bill of Sale, expressly acknowledges that Seller makes no representation or warranty with respect to the Property, express or implied, or arising by operation of law, including, without limitation, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose. Nothing contained in this Bill of Sale amends any of the rights or obligations of any party under the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement will govern.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

"SELLER"

[Seller], a [status]

By: _____

Name: _____

Title: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED, RETURN TO:**

CHISPA, Inc.
295 Main Street, Suite 100
Salinas, CA 93901
Attention: President

ASSIGNMENT AND ASSUMPTION AGREEMENT

**(PARCELS _____ AND _____, PURSUANT TO DISPOSITION AND
DEVELOPMENT AGREEMENT AND AGENCY DEED: EAST GARRISON PROJECT)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and among UCP EAST GARRISON, LLC, a Delaware limited liability company, (herein "Master Developer") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation (herein "Assignee") and is consented to by the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") and approved by the COUNTY OF MONTEREY ("County").

The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the County of Monterey pursuant to Section 7 hereof.

RECITALS

A. East Garrison Partners I, LLC, a California limited liability company ("EGP") entered into a Disposition and Development Agreement with the Agency dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222. The DDA sets forth rights, terms and conditions and requirements for the acquisition and development of certain real property described therein (the "Site") included within the Fort Ord Redevelopment Project Area. Pursuant to the DDA, the property, subject to this Agreement will be developed as part of a new mixed-use community with residential, commercial, office, research, public, cultural, recreation, park and open space land uses (the "Project"). Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in the DDA.

B. EGP took title to the Site pursuant to that certain Quitclaim Deed, dated as of January 16, 2007, from the Agency to EGP, which Deed was recorded in the Official Records of the Monterey County Recorder on February 1, 2007, as Instrument No. 2007008907 (the

C. "Agency Deed"), setting forth certain disclosures, covenants, restrictions and requirements pertaining to the Assigned Parcel (as defined below), as well as the Remaining Site (as defined below).

D. Master Developer has acquired all of the rights, title and interest to the Site, including the Assigned Parcel (as defined below), and the development rights to the Project, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Master Developer by that certain First Implementation Agreement to Disposition and Development Agreement by and between the Agency and Master Developer dated June 28, 2011 ("Master Developer Implementation Agreement").

E. One of the obligations under the DDA is the provision of affordable rental housing in Phase Two of the Project (the "Phase Two Affordable Rental Housing"). This obligation is intended to be satisfied by the development of the Phase Two Affordable Rental Housing by Assignee. The DDA provides that the Master Developer would provide finished graded and infrastructure serviced pads to Assignee for construction of the Phase Two Affordable Rental Housing. As used hereafter, the term "DDA" shall mean the DDA as implemented by the Master Developer Implementation Agreement and the Affordable Housing Implementation Agreement.

F. Subject to Agency approval as provided in the DDA, the Master Developer desires to convey and assign to Assignee, its interests under the DDA as to that portion of the Site identified and described in Exhibit 1, attached hereto and incorporated herein by this reference (herein the "Assigned Parcel"). The remainder of the Site as described in the DDA shall be hereafter referred to as the "Remaining Site."

G. Assignee desires to be bound by and assume all of the Master Developer's obligations and other terms and conditions under the DDA and Agency Deed with respect to the Assigned Parcel.

H. Agency has determined that this Agreement satisfies the requirements of the DDA and Agency Deed with respect to the transfer of the Assigned Parcel.

I. In its approval of this Agreement, the County has determined that this Agreement also satisfies the requirements pertaining to the transfer and assignment of the Assigned Parcel under that certain Development Agreement (the "DA") between the Master Developer, as successor in interest to EGP, and the County, dated as of October 4, 2005, and recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Instrument No. 2006044223.

AGREEMENTS

NOW, THEREFORE, THE MASTER DEVELOPER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

2. Transfer of Assigned Parcel. Subject to all of the terms and conditions of that certain Purchase and Sale Agreement and that certain Quitclaim Deed from Master Developer to Assignee of even date herewith (collectively, the "Transfer Documents"), Master Developer intends to transfer the Assigned Parcel to Assignee subject to the terms of the DDA and the Agency Deed applicable to the Assigned Parcel, and Assignee agrees to accept such transfer subject to the terms and conditions of the DDA and Agency Deed applicable to the Assigned Parcel, including but not limited to those provisions for performance in the development of the Assigned Parcel, restrictions on subsequent assignments, and rights and remedies in the event of default. The Transfer Documents, in addition to other rights and remedies, reserves to the Master Developer the right to the remedy to repurchase under the Agency Deed prior to the exercise by the Agency of such right of reverter retained by the Agency in the DDA and Agency Deed. Certain relevant provisions of the Transfer Documents are attached hereto as Exhibit 4 and incorporated herein by reference.

3. Assignment by Master Developer. Subject to the terms and conditions of this Agreement, as of the Effective Date (as determined under Section 7 hereof), Master Developer hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of the Assigned Development Rights and Obligations, as such term is defined in Section 9 below. The Retained Development Rights and Obligations (as such term is defined in Section 9 of this Agreement) are hereby retained by the Master Developer and/or its other assignees and the Remaining Site.

4. Acceptance and Assumption by Assignee. Subject to the terms and conditions of this Agreement, as of the Effective Date, Assignee, for itself and its assignors and assigns, hereby accepts such assignment and assumes all of the Assigned Development Rights and Obligations. Except as expressly provided in this Agreement, Assignee agrees, expressly for the benefit of the Agency, to comply with, perform and execute all the covenants and obligations of Master Developer under the DDA, the Master Developer Implementation Agreement and Agency Deed arising from or under the Assigned Development Rights and Obligations as relate solely and exclusively to the Assigned Parcel.

5. Effect of Assignment.

a. Approval or acceptance of this Agreement by the Agency shall not be deemed to create any responsibility on the part of Assignee for the performance or satisfaction of the Retained Development Rights and Obligations and the Remaining Site, and Agency shall look solely to the Master Developer and/or its other assignees for the performance of such obligations, it being understood and agreed that the failure of the Master Developer and/or its assignees to timely perform all or any of such Retained Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Assigned Parcel except to the extent such failure by the Master Developer

and/or its assignees relates to satisfaction of conditions precedent under the DDA, if any, to the issuance of building permits, such as backbone infrastructure or services to serve the Assigned Parcel or the timely construction and completion of the Rental Affordable Housing as set forth herein. Subject to the foregoing, approval or acceptance of this Agreement by the Agency shall be deemed to relieve the Master Developer and/or its other assignees from any and all responsibility or liability to the Agency for the Assigned Parcel and the performance of the Assigned Development Rights and Obligations and Agency shall look solely to the Assignee for the performance of such obligations, subject to the rights (but not the obligations) of the Master Developer to enforce such obligations, pursuant to Section 12 of this Agreement, and subject to the Master Developer's obligations under the DDA to cause the development of the Rental Affordable Housing required on the Site. It is understood and agreed that the failure of Assignee for the performance of the Assigned Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Remaining Site, except to the extent that such failure by the Assignee triggers a suspension of building permits for market rate housing units in the Remaining Site under Attachment No. 3 of the DDA. The Master Developer shall be fully released from the Assigned Development Rights and Obligations as of the date of the Certificate of Completion for the Rental Affordable Housing, in accordance with the DDA.

b. Without limiting the foregoing, Agency approval of this Agreement shall constitute Agency consent and agreement to the following:

- i. Agency hereby acknowledges and agrees that a default under the DDA with respect to the Remaining Site by any third party (other than Assignee) or by any of their respective agents, employees or contractors, shall not constitute a default or breach of the DDA on the part of Assignee with respect to the Assigned Parcel; however, it is understood that a default by the Master Developer under certain circumstances set forth in the DDA and the Master Developer Implementation Agreement, as referenced in the first sentence of subsection (a) of this Section 5, could impact the issuance of building permits for the Assigned Parcel.
- ii. Agency is not aware of any breach or default by the Master Developer referred to above with respect to any portion of the Assigned Parcel or the Assigned Development Rights and Obligations hereby transferred to Assignee.
- iii. Pursuant to the DDA, Agency has approved the qualifications and financial capability of Assignee to carry out the development of the Assigned Parcel hereby transferred from Master Developer to Assignee.
- iv. Agency hereby acknowledges and agrees that a default under the DDA by Assignee with respect to the Assigned Parcel which is not caused by the Master Developer shall not constitute a default or breach of the DDA on the part of the Master Developer and/or its

other assignees with respect to the Assigned Parcel or the Remaining Site; provided, however, that the Master Developer acknowledges that it has the responsibility under the DDA to cause the development of the Rental Affordable Housing on the Assigned Parcel.

- v. The DDA with respect to the Assigned Parcel and the Assigned Development Rights and Obligations may not be amended by the Agency and Assignee in any way that may have a material effect on the Master Developer or its ownership or other interest in the Site or any part thereof, including rights and remedies with respect to the Assigned Parcel, without the Master Developer's express written consent so long as the Master Developer retains an ownership or other interest in the Site or any part thereof.
- vi. For the period that the Master Developer retains an interest in the Remaining Site or any part thereof under the DDA, the DDA with respect to the Remaining Site and with respect to the Master Developer's Retained Development Rights and Obligations, may be amended without Assignee's consent (but following prior written notice to Assignee; provided, however, the timely delivery of said notice shall not be a condition to the validity of any such amendment) so long as the amendment does not have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof.

6. Substitution of Assignee. Assignee hereby assumes, as applicable to the Assigned Parcel, all of the burdens and obligations of the Master Developer under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and agrees to observe and fully perform all of the duties and obligations of the Master Developer under the DDA and Agency Deed as applicable to the Assigned Parcel with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel, it being the express intention of both the Master Developer and Assignee that, upon the Effective Date of this Agreement, Assignee shall, subject to the terms and conditions of this Agreement become substituted for the Master Developer as the "Developer" under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, as applicable to the Assigned Parcel.

7. Effective Date. The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the Recorder of Monterey County. The Effective Date of this Agreement shall be entered in the introductory paragraph of this Agreement and this Agreement shall be recorded by the Parties immediately preceding conveyance or transfer of the Assigned Parcel to Assignee.

8. Assignee Representations and Warrants. Assignee warrants and represents to the Agency and Master Developer as a material inducement to its approval of the assignment hereunder, the Assignee has independently reviewed, analyzed, and understands the effect and conditions of the DDA, the Master Developer Implementation Agreement and Agency Deed, the County's approval of the East Garrison Specific Plan and other Development Approvals (as defined in the DDA) pertinent to the development of the Assigned Parcel. Assignee further warrants and represents to the Agency and the Master Developer that except as may be expressly set forth in Sections 9 and 10 below, it is not relying upon any representations on the part of the Agency, Master Developer or any of their officers, agents or employees as to the status or effect of such matters.

9. Assignment of Development Rights and Obligations Related to the Assigned Parcel. As used herein "Assigned Development Rights and Obligations" means all of Master Developer's rights, title and interest (hereinafter collectively "Rights") and obligations, duties, responsibilities, conditions and restrictions (hereinafter collectively "Obligations") under the DDA and Agency Deed to cause the vertical development of the Property for use as Rental Affordable Housing as set forth in Exhibit 2 hereto, but only to the extent those Rights or Obligations are applicable to Assignee and/or the Assigned Parcel. The Assigned Development Rights and Obligations are set forth or referenced in the following exhibits to this Agreement; which are incorporated herein by reference.

Exhibit 1: Location and Legal Description of Assigned Parcel

Exhibit 2: Permitted Uses and Scope of Development for Assigned Parcel

Exhibit 3: Schedule of Performance for the Assigned Parcel

Exhibit 4: Provisions of DDA and Agency Deed Applicable to Assigned Parcel

Any and all Rights and Obligations not expressly within the Assigned Development Rights and Obligations are hereby retained by the Master Developer and/or its other assignees and the Remaining Site ("Retained Development Rights and Obligations").

10. Other Provisions.

a. Commencement and Completion of Development: The Assignee shall commence and complete development within the time provided therefor in the Schedule of Performance attached hereto as Exhibit 3, subject to Enforced Delays under Section 604 of the DDA.

b. Uses; Scope of Development; Approval of Construction Plans: The Assignee shall use and develop the Assigned Parcel in accordance with the Permitted Uses and Scope of Development for Assigned Parcels attached hereto as Exhibit 2. The Assignee shall submit its construction plans to the County of Monterey for approval pursuant to the Development Approvals, which shall include the Pattern Book.

11. Agency Approval of Assignment and Conditions of Approval. Subject to the terms and conditions of this Agreement, the Agency hereby approves and consents to (i) the assignment of the DDA and the Agency Deed, as to the Assigned Parcel, to Assignee, and (ii) the assignment of the Assigned Development Rights and Obligations to Assignee.

12. Remedies of Master Developer.

a. Master Developer shall have the right to enforce the provisions of this Agreement and Assignee's obligations under the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

b. The remedies set forth in the DDA that are available to the Agency in the event of an uncured material default by the Master Developer shall also be available to the Agency and the Master Developer in the event of an uncured material default by the Assignee, including termination of the title of the Assignee in the Assigned Parcel in the first instance in favor of the Master Developer, and if the Master Developer fails to exercise its rights, in favor of the Agency.

13. Remedies of Agency. Subject to the right of Master Developer to first exercise its rights under Section 12 above and relevant provisions of the DDA, Agency shall have the right under the DDA and the Agency Deed to enforce the provisions of this Agreement and the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

14. Master Developer Deed to Assignee. The deed from the Master Developer to the Assignee shall include, among other things, a condition subsequent to the effect that in the event of an uncured material default by the Assignee and the failure of the Master Developer to enforce the terms of the Assignment and Assumption Agreement or revert title in the Assigned Parcel to the Developer in the first instance, the Agency may declare a termination in favor of the Agency of the title and all of the rights and interests in the Assigned Parcel conveyed by the deed to the Assignee.

15. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

16. Amendments. Assignee acknowledges and agrees that Master Developer and Agency may amend the DDA from time to time without the consent of Assignee; provided that no amendment which would have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof shall be effective without the express written consent of Assignee, except as otherwise permitted under the terms of the DDA existing prior to such amendment.

17. Vertical Development Insurance Requirements.

Prior to the commencement of vertical construction on the Assigned Parcel, the Assignee shall furnish or cause to be furnished to the Agency and Master Developer duplicate originals or appropriate certificates of commercial general liability insurance, with an endorsement naming the Agency, the County and Master Developer as additional or co-insureds, in not less than the following amounts: \$1 million single limit for each occurrence and \$5 million general aggregate for all occurrences. The Assignee shall, upon request, also furnish or cause to be furnished to the Agency, the County and Master Developer evidence satisfactory to the Agency, the County and Master Developer that any contractor with whom it has contracted for the performance of work on the Site carries workers' compensation insurance as required by law. All insurance policies maintained in satisfaction of this section shall contain a provision requiring the insurance carrier to provide thirty (30) days' prior written notice of any cancellation or termination to the Agency and Master Developer. The obligations set forth in this section shall remain in effect until completion of vertical development on the Assigned Parcel and may be satisfied by the insurance provided, with the same limits as set forth above, in a regulatory agreement approved by the Agency and entered into by the Assignee in connection with the development of the Assigned Parcel.

18. General Provisions.

a. Notices. Notices under this Agreement with respect to the Assigned Parcel shall be sent in the manner required by Section 601 of the DDA to Assignee as follows:

To: CHISPA, Inc.
Attention: President
295 Main Street, Suite 100
Salinas, CA 93901

To: UCP East Garrison, LLC
900 E. Hamilton Ave., Suite 500
Campbell, CA 95008
Attn: James W. Fletcher
Phone: (408) 207-9405
Email: jfletcher@benchmarkcommunities.com

With a copy to: Century Communities
7815 North Palm Ave., Suite 101
Fresno, CA 97113
Attn: Holly Traube Cordova, Esq.
Phone: (661) 487-6080
Email: holly.cordova@centurycommunities.com

The signatories (including consenting parties) to this Agreement may revise the addresses to whom notices may be sent from time to time, by providing at least two weeks prior written notice.

b. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

c. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Agreement.

d. Severability. Except as otherwise provided herein, if any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

SIGNATURES CONTINUED ON NEXT PAGE

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

MASTER DEVELOPER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: _____

Name: _____

Title: _____

ASSIGNEE:

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

COUNTY OF MONTEREY

By: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____,

Dated Here insert Name and Title of Officer

personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____,

Dated Here insert Name and Title of Officer

personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT 1

**LOCATION AND
LEGAL DESCRIPTION OF ASSIGNED PARCEL**

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

LOTS M2.14 AND M2.15, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1519, EAST GARRISON PHASE TWO", FILED FOR RECORD ON MARCH 19, 2015, IN [VOLUME 24 OF CITIES AND TOWNS, AT PAGE 41](#), FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 02, 2016 AS INSTRUMENT NO. [2016-10795](#) OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERAL RIGHTS WITH THE RIGHT OF SURFACE ENTRY AS RESERVED IN THE "QUITCLAIM DEED FOR A PORTION OF FORMER FORT ORD, MONTEREY, CALIFORNIA", EXECUTED BY THE UNITED STATES OF AMERICA, IN FAVOR OF THE FORT ORD REUSE AUTHORITY, RECORDED MAY 19, 2006, INSTRUMENT NO. [2006-045190](#), OFFICIAL RECORDS, MONTEREY COUNTY SAID DOCUMENT WAS RE-RECORDED AND AMENDED JANUARY 12, 2007, INSTRUMENT NO. 2007-03370, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 031-169-057 (LOT M2.14) AND 031-169-058 (LOT M2.15)

EXHIBIT 2

**PERMITTED USES AND
SCOPE OF DEVELOPMENT FOR ASSIGNED PARCEL**

[To Be Inserted]

EXHIBIT 3
SCHEDULE OF PERFORMANCE
FOR THE ASSIGNED PARCEL

[To Be Inserted]

EXHIBIT 4

**PROVISIONS OF DDA AND
AGENCY DEED APPLICABLE TO ASSIGNED PARCEL**

A. APPLICABLE DDA PROVISIONS.

The following provisions of the DDA are hereby incorporated by reference and shall be applicable to the rights and obligations of Assignee with respect to the Assigned Parcel only, and shall be interpreted and applied in a manner consistent with the terms of this Agreement. It is recognized that certain of the DDA provisions listed below will be recorded concurrently with Master Developer's quitclaim deed for the conveyance of the Assigned Parcel to the Assignee or its permitted successor or assign and that certain of the DDA provisions listed below will have been satisfied at the time of and as a condition to such conveyance of the Assigned Parcel or shall have been incorporated into the Master Developer's quitclaim deed to Assignee or its permitted successor or assign.

Wherever the term "Developer" is used in any of the sections set forth below, such term shall refer to the Assignee of this Agreement and further, shall include any permitted nominee, transferee, assignee or successor in interest to the DDA, unless otherwise expressly stated herein. The term "Master Developer" as used herein refers to UCP East Garrison, LLC, a Delaware limited liability company.

Any of the rights held by the Agency in any of the Sections set forth below (such as rights of review, approval, consent, notification, etc.) shall also be deemed to be rights of the Master Developer. Whenever Assignee is required pursuant to the terms set forth below to provide notice or request the consent or approval of the Agency, the Assignee shall also be required to provide notice or request consent or approval from the Master Developer.

The term "Site" as used in the Sections set forth below shall mean the Assigned Parcel.

[§107] The Developer

[§108] Special Phasing Conditions: Deed-Restricted Affordable Housing

[§204] "AS IS" Conveyance; Release by Developer

[§205] Agency Financial Assistance; Developer's Evidence of Financing

[§302] Scope of Development

[§304] Construction Schedule

[§306] County and Other Governmental Agency Permits

- [§307] Rights of Access
- [§308] Local, State and Federal Laws
- [§309] Antidiscrimination During Construction
- [§310] Responsibilities of the Agency
- [§311] Taxes, Assessments, Encumbrances and Liens
- [§312] Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement
- [§314] No Encumbrances Except Mortgages, Deed of Trust, Sales and Lease-Backs or Other Financing for Development
- [§315] Holder Not Obligated to Construct Improvements
- [§316] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.
- [§317] Failure of Holder to Complete Improvements
- [§318] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default
- [§319] Right of the Agency to Satisfy Other Liens on the Site After Title Passes
- [§320] Certificate of Completion
- [§321] Prevailing Wages
- [§401] Uses
- [§402] Obligation to Refrain From Discrimination
- [§403] Form of Nonsegregation Clauses
- [§404] Effect and Duration
- [§405] Rights of Access – Public Improvements and Facilities
- [§501] Defaults - General
- [§503] Institution of Legal Actions

[§504] Applicable Law; Interpretation

[§506] Rights and Remedies are Cumulative

[§507] Damages

[§508] Specific Performance

[§512] Right of Reverter

[§513] Dispute Resolution; Legal Action

[§601] Notices, Demands and Communications Between the Parties

[§602] Conflicts of Interest

[§603] Nonliability of Agency or Developer Officials and Employees

[§604] Enforced Delay; Extension of Times of Performance

[§605] Inspection of Books and Records

[§606] Plans and Data

[§607] Attorneys' Fees

[§608] No Third Party Beneficiaries

[§610] General Indemnity

[§611] Mechanics' Liens

[§612] Government Functions of Agency; No Joint Venture or Third Party Liability

Attachments and Exhibits: As referred to in the Sections above and including, without limitation:

(1) [Attachment No. 3] Housing Development and Affordable Phasing Requirements; and

(2) [Attachment No. 9, Section 4] Scope of Development.

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS
(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)**

This FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Amendment**"), dated for reference purposes as July 20, 2020, is made and entered into by and between UCP East Garrison, LLC, a Delaware limited liability company ("**Seller**") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("**Buyer**").

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated February 17, 2020 (the "**Agreement**"), for the purchase and sale of land in Monterey County, California (the "**Property**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Seller and Buyer hereby desire to amend the Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Award Letter. CDLAC has announced that it will be considering 4% Tax Credit applications at its December Committee Meeting. Therefore, the deadline set forth in Section 5.3 for Buyer to obtain an award letter for Tax Credit Financing is hereby changed from October 21, 2020 to December 18, 2020.

2. Closing Date. The Closing Date (as defined in Section 4.2 of the Agreement) is hereby changed to no later than June 30, 2021.

3. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only on agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


SELLER:

BUYER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

DocuSigned by:

By: _____
Name: Nicholas Arenson
Title: Division President

By: 
Name: _____
Title: **Normond V. Kolpin, CFO**

Ratified: 
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**SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS
(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)**

This SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Amendment**"), dated for reference purposes as December 10, 2020, is made and entered into by and between UCP East Garrison, LLC, a Delaware limited liability company ("**Seller**") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("**Buyer**").

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated February 17, 2020 (as amended, the "**Agreement**"), for the purchase and sale of land in Monterey County, California (the "**Property**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Seller and Buyer hereby desire to amend the Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Financing Deadlines. The chart in Section 5.3 of the Agreement is hereby deleted and replaced with the following:

Obligation	Deadline
Submit application for additional Serna Funds	January 29, 2021
Obtain award letter from HCD for additional Serna Funds	March 31, 2021
Submit application for Tax Credit financing	June 30, 2021
Obtain award letter for Tax Credit financing	August 31, 2021
Obtain funds from all financing for Project	February 28, 2022

2. Updates. Buyer agrees to send Seller monthly updates, no later than the first of each month, detailing (a) Buyer's progress and status on all financing applications, and (b) any changes to financing requirements, application deadlines and funding dates. In addition, Buyer will notify Seller at least 45 days before the Tax Credit financing application is due, and deliver by email a copy of the Tax Credit financing application at least 30 days before it is due, for Buyer's comment and approval. In addition, if there are any financial changes or other material changes to the application after submittal to Buyer, Seller will deliver by email a copy of any such revisions within 5 days after such revision for Buyer's comment and approval.

3. Closing Date. The Closing Date (as defined in Section 4.2 of the Agreement) is hereby changed to no later than February 28, 2022.

4. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be

deemed an original, and such counterparts together shall constitute only on agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

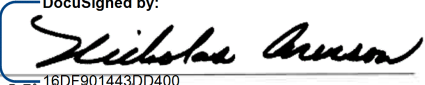
SELLER:

BUYER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

By: 
Name: Normond V. Kolpin, CFO
Title: _____

Ratified: 
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**THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS
(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)**

This THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Amendment**"), dated for reference purposes as March 31, 2021, is made and entered into by and between UCP East Garrison, LLC, a Delaware limited liability company ("**Seller**") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("**Buyer**").

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated February 17, 2020 (as amended, the "**Agreement**"), for the purchase and sale of land in Monterey County, California (the "**Property**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Seller and Buyer hereby desire to amend the Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Financing Deadlines. The chart in Section 5.3 of the Agreement is hereby deleted and replaced with the following:

Obligation	Deadline
Submit application for additional Serna Funds	April 30, 2021
Obtain award letter from HCD for additional Serna Funds	June 30, 2021
Submit application for 4% Tax Credit/Bond financing	September 9, 2021
Obtain award letter for 4% Tax Credit/Bond financing	December 8, 2021

2. Closing Date. The Closing Date (as defined in Section 4.2 of the Agreement) is hereby changed to (a) February 28, 2022, if CHISPA does not obtain the 4% Tax Credit/Bond financing award, and (b) June 30, 2022, if CHISPA obtains the 4% Tax Credit/Bond financing award.

3. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

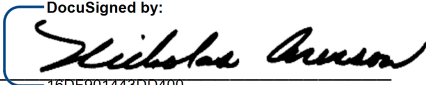
SELLER:

BUYER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

By: _____
Name: Andrew Simer
Title: CFO

Ratified: 
F33FC34EAE7248F...

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

BUYER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 

By: _____
Name: Nicholas Arenson
Title: Division President

By: _____
Name: Andrew Simer
Title: CFO

Ratified: _____

**FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS
(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)**

This FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Amendment**"), dated for reference purposes as December 7, 2021, is made and entered into by and between UCP East Garrison, LLC, a Delaware limited liability company ("**Seller**") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("**Buyer**").

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions dated February 17, 2020 (as amended, the "**Agreement**"), for the purchase and sale of land in Monterey County, California (the "**Property**"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Seller and Buyer hereby desire to amend the Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Financing Deadlines. The chart in Section 5.3 of the Agreement is hereby deleted and replaced with the following:

Obligation	Deadline
Submit application for 4% Tax Credit/Bond financing	May 20, 2021
Obtain award letter for 4% Tax Credit/Bond financing	September 8, 2021

2. Closing Date. The Closing Date (as defined in Section 4.2 of the Agreement) is hereby changed to on or before March 1, 2022.

3. 2081 Permit. On April 10, 2015, the California Department of Fish and Wildlife issued Incidental Take Permit No. 2081-2013-003-04 to Seller for take of California tiger salamander associated with the East Garrison Project, which permit was amended by Minor Amendment No. 1 issued : November 4, 2015 (collectively, the "**2081 Permit**"). All work within the Project must be performed in compliance with the 2081 Permit. Therefore, Seller hereby authorizes Buyer to operate under the 2081 Permit as an agent authorized to perform the work on Seller's behalf. Without limiting the indemnity in Section 10.2 of the Agreement, Buyer shall defend, indemnify and hold harmless Seller from any claims or liability for any violations or noncompliance with the 2081 Permit arising out of the construction or development of Rental Affordable Housing Project.

4. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

UCP EAST GARRISON, LLC, a Delaware limited liability company


By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 
DocuSigned by:
16DF901443DD400...
Name: Nicholas Arenson
Title: Division President

Ratified: 
DocuSigned by:
F33FC34EAE7248F...

BUYER:

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation

By: 
Name: Andrew T. Simer
Title: CFO

**FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT
(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)**

This Fifth Amendment to Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Fifth Amendment") is made as of February 1, 2022, by and between UCP East Garrison, LLC, a Delaware limited liability company ("Seller"), and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("Buyer").

The parties have previously entered into an Agreement for Purchase and Sale of Real Property and Escrow Instructions dated as of February 17, 2020 (as amended, the "Agreement"). Capitalized terms used in this Fifth Amendment and not defined shall have the meanings given in the Agreement.

The parties are entering into this Fifth Amendment to amend certain provisions regarding the Seller's option to repurchase set forth in the Agreement.

Now therefore, for good and valuable consideration, the parties agree as follows:

1. Post-Closing Default. Section 4.6.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.6.1.2 Post-Closing Default. If, after the Closing, Buyer either (a) fails to commence construction of the Affordable Rental Housing Project within thirty (30) days after the Closing, or (b) ceases work on the Affordable Rental Housing Project for sixty (60) or more continuous days, **subject to extension as a result of any Enforced Delay (as defined in Section 604 of the DDA)**, then Seller shall have the right, in its sole discretion, to assume control of construction and complete the Affordable Rental Housing Project, in which case Buyer will from time to time (but no more frequently than monthly) reimburse Seller's actual costs in performing such work within thirty (30) days after Seller delivers Buyer reasonable evidence of such costs. In the event Seller assumes control of construction, Seller and Buyer will work together in good faith on a contract (as reasonably required by Buyer's equity limited partner **and lenders**) to reflect that Seller will step in as general contractor on the Rental Affordable Housing Project. This takeover right will **in no event** have senior priority over Buyer's financing; provided, however, Seller agrees to work in good faith with Buyer and Buyer's lenders to enter into an intercreditor agreement with terms acceptable to Seller in its sole discretion.

2. Repurchase Option. The parties agree that Section 12 of the Agreement is hereby deleted in its entirety and all references in the Agreement to the Repurchase Option shall have no force or effect.

3. Seller's Quitclaim Deed. Exhibit C to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit C attached hereto as Exhibit A.

4. No Other Amendments. Except as amended by this Fifth Amendment the Agreement shall continue unmodified and in full force and effect.

5. Counterparts. This Fifth Amendment may be executed in counterparts.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed by their duly authorized representatives as of the date first written above.

SELLER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: DocuSigned by:

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Name: Nicholas Arenson
Title: Division President

Ratified: DocuSigned by:

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BUYER:

Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation


By: 
Name: Andrew T. Simer
Title: CFO

EXHIBIT A

FORM OF QUITCLAIM DEED

**RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:**

CHISPA, Inc.
Attn: Dana Cleary
295 Main Street, Ste. 100
Salinas, CA 93901

APN: _____

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$

DOCUMENTARY TRANSFER TAX \$ _____

SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Unincorporated Area, and

SURVEY MONUMENT FEE \$

QUITCLAIM DEED

UCP EAST GARRISON, LLC, a Delaware limited liability company ("Grantor") hereby remises, releases and quitclaims to COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation ("Grantee"), all of Grantor's right, interest, title and claim to the real property situated in the County of Monterey, State of California, more particularly described in Exhibit A attached hereto (the "Property").

SUBJECT, however, to easements and encumbrances of record, the Redevelopment Plan for the Fort Ord Redevelopment Project Area adopted by Ordinance No. 4136 of the Board of Supervisors of the County of Monterey on February 19, 2002, hereinafter called the "Redevelopment Plan," which is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the Disposition and Development Agreement by and between the Redevelopment Agency of the County of Monterey ("Agency") and East Garrison Partners I, LLC, a California limited liability company ("EGP"), dated as of October 4, 2005, a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, as implemented by and assigned to and assumed by Grantor by that certain Implementation Agreement by and between the Agency and Grantor dated June 28, 2011, a copy of which is on file with the Secretary of the Agency. Both the Disposition and Development Agreement and the June 28, 2011 Implementation Agreement are hereinafter referred to as the

"DDA," which DDA is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the certain conditions, covenants and restrictions as follows:

Section 1. Mandatory Language in All Subsequent Deeds and Leases.

The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof shall contain or be subject to substantially the following non-discrimination clauses:

- (a) In deeds: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- (b) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the lessee, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee, or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."

- (c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land."

Section 2. Agency/County of Monterey Right of Reverter.

Subject to the terms of Sections 512 and 513 and Enforced Delays under 604 of the DDA, the Agency and/or the County of Monterey shall have the right to re-enter and take possession of the Property or any portion thereof from Grantee with all improvements thereon (the "Revested Parcel"), and revert in the Agency and/or the County of Monterey the estate previously conveyed to the Grantee ("Right of Reverter") if after conveyance to Grantee of title to the Property or such portion thereof and prior to the issuance of the Certificate of Completion therefore pursuant to Section 320 of the DDA, the Grantee shall, as to the Revested Parcel:

- a. Fail to commence construction of approved improvements on the Property or such portion thereof within the time set forth in the Schedule of Performance (Attachment 5 to the DDA) or the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);
- b. Once construction has been commenced, fail to diligently prosecute construction of the improvements through completion within the applicable time set forth in the Schedule of Performance or the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith, where such failure has not been cured within ninety (90) days after written notice thereof from the Agency and/or the County of Monterey (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);
- c. Abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Agency and/or the County of Monterey or, if such failure cannot be reasonably cured within such ninety (90) day period, failure to reasonably act to cure such failure in a timely manner (unless such abandonment or failure was caused by the Grantor or County or resulted from an Enforced Delay under Section 604 of the DDA);
- d. Without the prior written consent of Agency and/or the County of Monterey, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer,

dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Property or portion thereof, except for any sale, transfer, disposition, assignment or encumbrance that is expressly permitted by the terms of the DDA; and

- e. If any event under a. through d. above is caused by or is attributable to a successor, assignee or transferee of the Grantee under an Assignment and Assumption Agreement, and the Grantee shall fail, within ninety (90) days of written notice from the Agency and/or the County of Monterey to commence to enforce the Grantee's remedies under the Assignment and Assumption Agreement to cause such successor, assignee or transferee to cure the failure.

Prior to the Agency and/or the County of Monterey's exercising its Right of Reverter under this Section 2 or under Section 512 of the DDA, Agency and/or the County of Monterey shall provide written notice to Grantee of its intention to exercise its Right of Reverter and afford Grantee the ability to cure such default if a cure period is provided for herein.

Such Right of Reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

1. any mortgage, deed of trust or other security instrument permitted by the DDA; or
2. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments;
3. any rights or interests of bondholders or other parties under financing mechanisms adopted or approved by the County as part of the Development Approvals (as such term is defined in the DDA);
4. upon revesting in the Agency and/or the County of Monterey of title to the Revested Parcel as provided in this Section and in Section 512 of the DDA, the Agency and/or the County of Monterey shall use commercially reasonable efforts to resell the Revested Parcel as soon as possible, in a commercially reasonable manner, to a qualified and responsible party or parties (as determined by the Grantor with the concurrence of the Agency) who will assume the obligation of making or completing such improvements as are acceptable to the Agency and/or the County of Monterey in accordance with the uses specified for the Revested Parcel in the Redevelopment Plan and in a manner satisfactory to the Agency and/or the County of Monterey. If the resale of the Revested Parcel generates any proceeds, then the proceeds thereof shall be applied as follows:

- (a) First, to reimburse the Agency and/or the County of Monterey on its own behalf or on behalf of the County or Agency for all costs and expenses reasonably incurred by the Agency and/or the County of Monterey, including but not limited to salaries of personnel and legal fees directly incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the Agency and/or the County of Monterey from any part of the Revested Parcel); all taxes and installments of assessments

incurred and payable prior to resale, and water and sewer charges with respect to the Revested Parcel incurred and payable prior to sale; any payments made or required to be made to discharge any encumbrances or liens, except any FORA liens, existing on the Revested Parcel at the time of reversion of title in the Agency and/or the County of Monterey or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; expenditures made or obligations incurred which are necessary or required to preserve the value or protect the Revested Parcel or any part thereof; and any amounts otherwise owing the Agency and/or the County of Monterey by the Grantee and its successors or transferees.

(b) Second, to reimburse the Grantee, its successors or transferees, up to the amount equal to the sum of the following, as reasonably allocated by the Grantee to the Revested Parcel:

- (1) pre-development and development costs paid or incurred by the Grantee for the Revested Parcel; plus
- (2) all other costs pertaining to the acquisition or development of the Revested Parcel; plus
- (3) payments made by the Grantee pursuant to financing mechanisms adopted or approved by the County or Agency as part of the Development Approvals, and the costs actually incurred by the Grantee for on-site labor and materials for the construction of the improvements existing or in process on the Revested Parcel or applicable portion thereof at the time of the reentry and repossession, exclusive of amounts financed.

Included with the above amounts shall be the fair market value of the improvements the Grantee has placed on the Revested Parcel, less any gains or income withdrawn or made by the Grantee from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this subsection (b) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of the default or failure which gave rise to the Agency and/or the County of Monterey's exercise of the Right of Reverter.

(c) Any balance remaining after such reimbursements shall be retained by the Agency and/or the County of Monterey as its property.

Section 3. Use and Maintenance.

The Grantee covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Grantee and its successors, transferees and assignees shall devote the Property and Phases thereof to the uses specified in the Redevelopment Plan, the Development Approvals and the DDA for the periods of time specified therein; *provided*, that in the event of any conflict between the foregoing, the Development Approvals shall govern and control.

In the event that there arises at any time prior to the expiration of the above covenants a condition in contravention of those standards, then the Grantor shall give written notice to the Grantee of the deficiency, and the Grantee shall commence to cure, correct or remedy such condition and shall complete such cure, correction or remedy with reasonable diligence.

Section 4. Prohibition Against Transfer of Property and Assignment of Agreement.

Subject to the provisions of Section 314 of the DDA, after conveyance of title and prior to the issuance of a Certificate of Completion for the Property or any Phase or portion thereof pursuant to Section 320 of the DDA, the Grantee shall not, except as expressly permitted by Section 107 of the DDA, sell, transfer, convey, assign or lease the whole or any part of the Property not covered by a Certification of Completion or the existing buildings or improvements thereon without the prior written approval of the Grantor or Agency which shall not be unreasonably withheld, conditioned or delayed. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Property or any Phase or portion thereof for which a Certificate of Completion has been issued. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, or prohibit or restrict the sale or leasing of any part or parts of a building or structure conditioned upon completion of said improvements as evidenced by a Certificate of Completion, or to restrict any acquisition financing or construction financing therefor.

In the absence of specific written agreement by the Grantor, no such transfer or assignment or approval by the Grantor shall be deemed to relieve the Grantee or any other party from any obligations under the DDA until completion of development as evidenced by the issuance of a Certificate of Completion for the Property or any Phase or portion thereof unless the Grantor has approved an Assignment and Assumption Agreement ("Assignment and Assumption Agreement") with respect to such transaction pursuant to Section 107 of the DDA.

Section 5. Intentionally Deleted.

Section 6. Enforcement.

Except as otherwise provided in the DDA (including, without limitation, Sections 312, 314 and 320), the covenants contained in this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan as such Redevelopment Plan may be amended pursuant to the provisions of Section 701 of the DDA. Under Section 1100.2 of the Redevelopment Plan, the Redevelopment Plan terminates 30 years from the date the County Auditor certifies to the Director of Finance, pursuant to Health and Safety Code Section 53492.9, as the date of the final day of the first fiscal year in which One Hundred Thousand Dollars (\$100,000) or more of tax increment funds from the Redevelopment Project Area are or have been paid to the Grantor. The covenants against discrimination shall remain in effect in perpetuity. Further, environmental covenants or indemnifications by the Army and/or FORA for their grantees, transferees and successors and assigns shall also remain in place in perpetuity. The covenants established in this Quitclaim Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns,

the Grantee and any successor in interest to the Property or any Phase or portion thereof.

The Grantor and the Grantee are each deemed the beneficiary of the terms and provisions of this Quitclaim Deed and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. The covenants shall run in favor of the Grantor and the Grantee without regard to whether the Grantor or the Grantee has been, remains or is an owner of any land or interest therein in the Property or any Phase or portion thereof, any parcel or subparcel, or in the Redevelopment Project Area. The Grantee and the Grantor shall have the right, if the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled.

Section 6. Remedies of Agency.

If Grantee defaults on any of its material obligations under the DDA and Grantor does not timely cause Grantee to cure such defaults, the Redevelopment Agency of the County of Monterey may exercise any rights and remedies available to it as against Grantee under the DDA or otherwise.

Section 7. Capitalized Terms.

Capitalized terms used in this Quitclaim Deed, if not otherwise defined, shall have the meaning given to such terms in the DDA.

(Signature contained on following page)

Date: _____

UCP EAST GARRISON, LLC
A Delaware limited liability company

By: _____
Name: Nicholas Arenson
Its: Division President

Acknowledged and Agreed to:

COMMUNITY HOUSING IMPROVEMENT SYSTEMS
AND PLANNING ASSOCIATION, INC., a California
nonprofit public benefit corporation

By: Andrew T. Simer

Dated: 1/31/2022

Print Name: Andrew T. Simer

Title: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

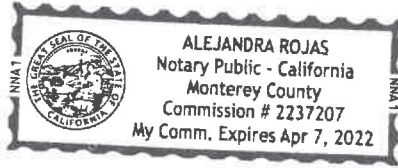
State of California

County of Monterey)

On January 31, 2022, before me, Alejandra Rojas, Notary Public,
Dated Here insert Name and Title of Officer
personally appeared Andrew T. Simer,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public