



Kings County Government Center
1400 W. Lacey Boulevard
Hanford, California 93230

☎ (559) 852- 2362 FAX (559) 585-8047

Agenda

Tuesday, September 28, 2021

Place: County Board of Supervisors Chambers
Kings County Government Center, Hanford, CA

Time: 11:00 a.m. or soon thereafter, immediately following the meeting of the Kings County Board of Supervisors

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/KZ465mDFFYQ> or go to www.countyofkings.com and click on the “Join Meeting” link.

Members of the public who wish to comment may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

1. **CALL TO ORDER**

ROLL CALL – Clerk to the Board

2. **APPROVAL OF MINUTES**

Approval of the minutes from the August 31, 2021 meeting.

3. **NEW BUSINESS**

- a. Consideration of Approving Resolution 21-10A, authorizing issuance of an available cash flow note to provide additional funding support for the Annadel Apartments project in the aggregate principal amount not to exceed \$1,000,000; and certain related costs and other matters. (Staff – Scott Carper)

4. **PUBLIC COMMENT**

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

5. **STAFF UPDATES**

6. **ADJOURNMENT**

Adjourn as the California Community Housing Agency.



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Action Summary

Tuesday, August 31, 2021

Place: County Board of Supervisors Chambers
Kings County Government Center, Hanford, CA

Time: 11:00 a.m. or soon thereafter, immediately following the meeting of the
California Public Finance Authority

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information.

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1. **CALL TO ORDER**

ROLL CALL – Clerk to the Board

ALL MEMBERS PRESENT

2. **APPROVAL OF MINUTES**

Approval of the minutes from the August 24, 2021 meeting.

APPROVED AS PRESENTED (JN, DV, RV, RF, CP-Aye)

3. **CONSENT CALENDAR**

- a. Consideration of approving the BLX Group for providing Continuing Disclosure and Arbitrage Rebate services to the Agency in regard to K Street Flats.
- b. Consideration of approving Puget Sound Capital Services LLC for providing Investment Advisory Services to the Agency in regard to K Street Flats.
- c. Consideration of Approving Resolution 21-08C, Designated Agent Agreement appointing GPM Municipal Advisors, LLC, as Designated agent for the Agency in relation to K Street Flats asset ownership project.
- d. Consideration of approving Delegation Resolution 21-09C adding Edward Hill as Authorized Signatory to the Agency.

APPROVED AS PRESENTED (JN, DV, RV, RF, CP-Aye)

4. **NEW BUSINESS**

- a. Consideration of Approving Resolution 21-09A, K Street Flats, City of Berkeley, County of Alameda, California; authorize the acquisition and ownership of a multifamily rental housing facility and issue an amount not to exceed \$155,000,000 in revenue bonds. (Staff – Scott Carper / Mike LaPierre)

APPROVED AS PRESENTED (JN, DV, RV, RF, CP-Aye)

5. **PUBLIC COMMENT**

*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item. **None***

6. **STAFF UPDATES**

None

7. **ADJOURNMENT**

The meeting was adjourned at 11:27 a.m.

RESOLUTION NO. 21-10A

CALIFORNIA COMMUNITY HOUSING AGENCY

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AVAILABLE CASH FLOW NOTE TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE ANNADDEL APARTMENTS PROJECT IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS; AND CERTAIN RELATED COSTS AND OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to the provisions of Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California, commonly known as the “Joint Exercise of Powers Act” (the “Act”), a number of California cities, counties and special districts (together with any other political subdivision that may from time to time be designated as an “Additional Member” of the Agency pursuant to the Joint Exercise Agreement, collectively, the “Members”) entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the California Community Housing Agency (the “Agency”) was organized;

WHEREAS, the Agency is authorized and empowered under the Act and by the Agreement to, among other things, issue bonds or other evidences of indebtedness, to assist local agencies in financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits for taking that action, including providing (i) demonstrable savings in effective interest rate, bond preparation, bond underwriter, or bond issuance costs, (ii) significant reductions in effective user charges levied by a local agency, (iii) employment benefits from undertaking a project in a timely fashion, or (iv) more efficient delivery of local agency services to residential and commercial development;

WHEREAS, the Agency previously issued its \$189,335,000 aggregate principal amount of California Community Housing Agency Workforce Housing Revenue Bonds, Series 2019A (Annadel Apartments) (the “Senior Bonds”) and its \$5,000,000 aggregate principal amount of California Community Housing Agency Subordinate Workforce Housing Revenue Bonds, Series 2019B (Annadel Apartments) (the “Subordinate Bonds” and, together with the Senior Bonds, the “Bonds”) and applied the proceeds thereof to acquire a multifamily rental housing facility (the “Project”) located in the City of Santa Rosa, State of California;

WHEREAS, while Project occupancy has remained relatively stable, rental revenues have been and continue to be lower than projected as a result of the Coronavirus (COVID-19) pandemic and other factors;

WHEREAS, on September 30, 2020, to provide funding support to the Project and to avoid a draw on the Coverage Reserve Fund, the Agency issued an Available Cash Flow Note, Series 2020A (the “2020A Note”) pursuant to Resolution No. 20-03A in a principal amount not to exceed two hundred fifty thousand dollars (\$250,000), and simultaneously therewith the Board provided further support for the Project by directing the Trustee to release from the Extraordinary Expense Fund (the “Extraordinary Expense Fund”) held by Wilmington Trust, National Association (the “Trustee”) under the Trust Indenture, dated as of April 1, 2019 (the “Indenture”), by and between the Agency and the Trustee pursuant to which the Bonds were issued, an additional two hundred fifty thousand dollars (\$250,000), bringing the total additional funding for the Project on such date to five hundred thousand dollars (\$500,000), and applied a material portion of such amount to pay interest due on the Senior Bonds on October 1, 2020, and the remainder to support operations at the Project;

WHEREAS, on March 29, 2021, to provide additional funding support to the Project and to avoid a draw on the Coverage Reserve Fund, the Agency again issued an Available Cash Flow Note, Series 2021A (the “2021A Note”) pursuant to Resolution No. 21-05A in a principal amount not to exceed two hundred fifty thousand dollars (\$250,000), and simultaneously therewith the Board provided further support for the Project by directing the Trustee to release from the Extraordinary Expense Fund an additional two hundred fifty thousand dollars (\$250,000), bringing the total additional funding for the Project on such date to five hundred thousand dollars (\$500,000), and applied a material portion of such amount to pay interest due on the Senior Bonds on April 1, 2021, and the remainder to support operations at the Project;

WHEREAS, to provide additional funding support to the Project and to avoid a draw on the Coverage Reserve Fund, the Agency has again determined to issue an additional Available Cash Flow Note, Series 2021A-2 (the “Note”) under this Resolution in a principal amount not to exceed one million dollars (\$1,000,000), provided that the issuance of such Note does not adversely effect the tax-exempt status of the Bonds;

WHEREAS, the proceeds of the Note will be deposited into the Extraordinary Expense Fund, and thereafter released from the Extraordinary Expense Fund for the purpose of paying interest due on the Senior Bonds on October 1, 2021 and supporting operations at the Project;

WHEREAS, the Note will be purchased by Catalyst Housing Group LLC, a California limited liability company, the current owner of the Subordinate Bonds, and will be payable on a parity basis with the 2020A Note and the 2021A Note, and on a subordinate basis to, and only following repayment in full of, all of the Bonds;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in furtherance of the issuance of the Note as provided herein do exist, have happened and have been performed in due time, form and manner as required by law, and the Agency is now authorized pursuant to each and every requirement of law to issue the Note in the manner and form provided herein;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the California Community Housing Agency, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, all terms defined in this section shall for all purposes hereof and of any Supplemental Resolution and of the Note and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Agency” means the California Community Housing Agency, or its successors and assigns.

“Authorized Signatory” means any Director, including the Chair, Vice-Chair and Treasurer of the Agency, or any other person as may be designated and authorized to sign for the Agency pursuant to a resolution adopted thereby.

“Available Cash Flow” means, following repayment in full of all of the Bonds in accordance with the terms of the Indenture, any and all revenue and income of any kind derived directly or indirectly from operations at the Project, properly attributable to the period under consideration, determined in accordance with Generally Accepted Accounting Principles and a uniform system of accounts including, without limiting the generality of the foregoing, insurance proceeds and condemnation proceeds, but excluding such extraordinary revenues as may reasonably be excluded by the Agency.

“Certificate” means a certificate or written direction of the Agency signed by an Authorized Signatory.

“Date of Delivery” means September 29, 2021, the date of original issuance of the Note.

“Interest Payment Date” means April 1 and October 1 of each year, commencing April 1, 2022.

“Maturity Date” means April 1, 2050, the date of maturity of the Note.

“Opinion of Counsel” means a written opinion of counsel (including, without limitation, counsel for the Agency) retained by the Agency.

“Resolution” means this Resolution No. 21-10A adopted by the Agency on September 28, 2021, as it may from time to time be amended or supplemented by all Supplemental Resolutions.

“Supplemental Resolution” means any resolution then in full force and effect that has been duly adopted by the Agency pursuant to the terms hereof and of the Agency’s governing documents and applicable law.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF NOTE

Section 2.01. Authorization, Purpose and Finality of Note.

(a) The Agency has reviewed all proceedings heretofore taken relative to the authorization of the Note and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen and be performed precedent to and in furtherance of the issuance of the Note do exist, have happened and have been performed in due time, form and manner as required by applicable law, and the Agency is now authorized, pursuant to each and every requirement of applicable law and hereof, to issue the Note in the form and manner provided herein, which Note shall be entitled to the benefit, protection and security of the provisions hereof.

(b) From and after the original issuance of the Note, the findings and determinations of the Agency contained herein respecting the Note shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Note is at issue, and no bona fide purchaser of the Note shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such original issuance or to the application of the purchase price paid for the Note. The recital contained in the Note that the Note is issued pursuant to applicable law and pursuant to the terms hereof shall be conclusive evidence of its validity and the Note shall be incontestable from and after its original issuance. The Note shall be deemed to be originally issued, within the meaning hereof, whenever the definitive Note (or any temporary Note exchangeable therefor) has been delivered by the Agency to the Holder thereof and the purchase price thereof has been received by the Agency.

Section 2.02. Principal Amount, Designation and Denomination of Note. The Note shall be in the aggregate principal amount of not to exceed one million dollars (\$1,000,000). The Note shall be designated the "California Community Housing Agency Available Cash Flow Note, Series 2021A-2," and may contain or have endorsed thereon such descriptive provisions, including series designation, specifications and words not inconsistent with the provisions hereof as may be desirable or necessary to comply with custom or the rules of any securities exchange or commission or brokerage board or otherwise as may be determined by the Agency prior to the original issuance thereof. The Note shall be issued as a single fully registered Note. The authorized denominations in which the Note may be issued shall be \$250,000 principal amount and integral multiples of \$1,000 in excess thereof.

Section 2.03. Date, Maturity Date of and Interest Rates on Notes. The Note shall be dated the Date of Delivery and shall bear interest at an interest rate of 10.00% per annum.

Section 2.04. Interest Payment Dates of Notes. Interest on the Note shall be calculated on a 360-day year basis of twelve 30-day months, and shall be payable, to the extent of Available Cash Flow, on each Interest Payment Date. The Note shall bear interest from the Date of Delivery. The Agency shall record or cause to be recorded in its books and records the accrual of interest on the Note from the Delivery Date. Interest payments due on each Interest Payment

Date will be the lesser of (i) \$25,000 and (ii) 10% of the remaining outstanding principal amount of the Note paid semiannually. To the extent Available Cash Flow is insufficient to make payment on the Note on any date on which interest is due and payable as set forth herein, unpaid interest will be added to the outstanding principal amount of the Note. Payment of interest on the Note due on or before the maturity or prior redemption thereof shall be made only to the Holder, such interest to be paid by check mailed by first class mail on each such interest payment date to the Holder at such Holder's address or at such other address as such Holder may have filed with the Agency for that purpose, except that payment shall be made at such Holder's option by wire transfer of immediately available funds to any bank or trust company in the continental United States of America that is a member of the Federal Reserve System according to written instructions provided by such Holder to the Agency at least five (5) days before such interest payment date. Payment of the principal of the Note shall be made only to the Holder, such principal to be paid only on the surrender of the Note by such Holder at the office of the Agency or its designee at maturity or on redemption prior to maturity. All such payments of interest on and principal of any Note shall be valid and effectual to satisfy and discharge the liability on such Note to the extent of the sum or sums so paid.

Section 2.05. Form of Note. The Notes and the authentication and registration endorsement to appear thereon shall be substantially in the following form:

[FORM OF NOTE]

THE HOLDER OF THIS NOTE HEREBY AGREES THAT THIS NOTE SHALL NOT BE SUBJECT TO TRANSFER OR EXCHANGE EXCEPT AS PROVIDED IN THE RESOLUTION WITH REGARD TO A MUTILATED, DESTROYED, STOLEN, LOST OR TEMPORARY NOTE.

No. R-1 \$ _____

CALIFORNIA COMMUNITY HOUSING AGENCY
AVAILABLE CASH FLOW NOTE, SERIES 2021A-2

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Delivery Date</u>
10.00%	April 1, 2050	September 29, 2021

REGISTERED OWNER: CATALYST HOUSING GROUP LLC, a California limited liability company

PRINCIPAL AMOUNT: _____ DOLLARS

The California Community Housing Agency, a joint exercise of powers agency duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received hereby promises to pay, but only out of the Available Cash Flow described in the Resolution referred to herein, to the registered owner set forth above on the maturity date set forth above (subject to any right of prior redemption hereinafter provided for) the principal amount set forth above, together with interest thereon calculated on a 360-day year basis of twelve 30-day months from the Date of Delivery until the principal hereof shall have been paid, at the interest rate per annum described above, payable on such dates as are set forth in that certain Resolution No. 21-10A of the Agency adopted on September 28, 2021, providing for the issuance of this Note (the "Resolution"). Capitalized terms used in this Note and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The interest on and principal of this Note are payable in lawful money of the United States of America at the to the person in whose name this Note is registered (the "Holder") at the close of business on the day prior to any Note payment date (the "Record Date") on the registration books for this issue maintained by the Agency, as registrar, at the address provided by such Holder in writing to the Agency. The interest on this Note due on or before the maturity or prior redemption hereof shall be payable only to the registered owner hereof in the manner set forth in the Resolution.

This Note is duly authorized and issued by the Agency in the aggregate principal amount of one million dollars (\$ _____), designated the "California Community Housing Agency Available Cash Flow Note, Series 2021A-2" (the "Note"), which Note is issued pursuant to the Act and the Resolution. Reference is hereby made to the Act and to the Resolution and to any and all amendments thereof and supplements thereto for a description of the terms on which the Note is issued and for the rights of the registered owner of the Note; and all the terms of the Act and the Resolution are hereby incorporated herein and constitute a contract between the Agency and the registered owner of this Note, to all the provisions of which the registered owner of this Note, by its acceptance hereof, agrees and consents; and the registered owner hereof shall have recourse to all the provisions of the Act and the Resolution and shall be bound by all the terms and conditions thereof.

The Note is issued for the purposes set forth in the Resolution and is a special, limited obligation of the Agency payable only from Available Cash Flow as set forth in the Resolution.

THE NOTE IS NOT SUBJECT TO TRANSFER OR EXCHANGE EXCEPT AS PROVIDED IN THE RESOLUTION WITH REGARD TO MUTILATED, DESTROYED, STOLEN, LOST OR TEMPORARY NOTES.

One Note shall be issued in the principal amount of \$ _____.

This Note shall not be entitled to any benefits under the Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Agency.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the California Community Housing Agency has caused this Note to be signed by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Treasurer and Secretary on this 29th day of September 2021.

CALIFORNIA COMMUNITY HOUSING
AGENCY

By: _____
Title: Chair

Attest:

Treasurer and Secretary

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Note is one of the Notes of the issue described in the within-mentioned Resolution.

CALIFORNIA COMMUNITY HOUSING
AGENCY

By: _____
Name:
Title: Assistant Secretary

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the same on the registration books maintained by the Agency with full power of substitution in the premises.

Dated: _____

Note: The signature(s) to this Assignment must correspond with the Registered Owner of the Note in every particular, without alteration or enlargement or any change whatsoever.

Section 2.06. Execution of Note. The Note shall be signed by the manual or facsimile signature of any Authorized Signatory. In case any officer whose signature or a facsimile of whose signature shall appear on any Note shall cease to be that officer before the issuance of the Note, such signature or the facsimile thereof nevertheless shall be valid and sufficient for all purposes, the same as if he or she had remained in office until that time. Any Note may be executed on behalf of the Agency by an officer who, on the date of execution is the proper officer, although on the date of the Note that person was not the proper officer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed the Note. The Note may be typewritten, printed, engraved, lithographed or otherwise produced.

Section 2.07. Transfer and Exchange of Note. The Note shall not be subject to transfer or exchange other than as provided in Section 2.08 or Section 2.09 with regard to mutilated, destroyed, stolen, lost or temporary Note.

Section 2.08. Mutilated, Destroyed, Stolen or Lost Note. In case any Note shall become mutilated in respect of the body of such Note or shall be believed by the Agency to have been destroyed, stolen or lost, upon submission of proof of ownership satisfactory to the Agency and upon the surrender of such mutilated Note at the office of the Agency or upon the receipt of evidence satisfactory to the Agency of such destruction, theft or loss and upon receipt of indemnity satisfactory to the Agency (and upon payment of all expenses incurred by the Agency in the process), the Agency shall execute and authenticate and deliver to the Holder a new Note of the same maturity date of authorized denominations in the same aggregate principal amount of like tenor and date and bearing such numbers and notations as the Agency shall determine in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note so destroyed, stolen or lost, as the case may be; provided, that if any such destroyed, stolen or lost Note shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the Agency upon receipt of like proof, indemnity and payment of expenses.

Any replacement Note issued pursuant to this section shall be entitled to equal and proportionate benefits with the original Note issued hereunder, and the Agency shall not be required to treat both the original Note and any replacement Note as being outstanding for the purpose of determining the principal amount of the Note which may be issued hereunder or for the purpose of determining any percentage of the Note outstanding hereunder, but both the original and the replacement Note shall be treated as one and the same.

Section 2.09. Temporary Note. Any Note may be originally issued in temporary form exchangeable for a definitive Note when ready for delivery. The temporary Note shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Agency, shall be issued in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate, and each temporary Note shall be executed by the Agency upon the same conditions and in substantially the same manner as the definitive Note. If the Agency issues a temporary Note, it will execute and furnish such definitive Note without delay, and thereupon the temporary Note may be surrendered in exchange therefor at the office of the Agency, and the Agency shall deliver in exchange for each temporary Note a definitive Note of the same maturity date of authorized denominations in the same aggregate principal

amount, and until so exchanged the temporary Note shall be entitled to the same benefits as the definitive Note issued hereunder.

Section 2.10. Application of Proceeds of Sale of Note. Upon the receipt of payment for the Note when the same shall have been duly sold by the Agency and delivered by the Agency, the Agency shall immediately transfer such amount to the Trustee and direct the Trustee to deposit the proceeds of sale of the Note into the Extraordinary Expense Fund as defined and established in the Indenture.

ARTICLE III

REDEMPTION OF NOTES; PAYMENT AT MATURITY

Section 3.01. Redemption Terms and Prices of Note. The Note shall be subject to special mandatory redemption, in whole or in part, on each Interest Payment Date, from Available Cash Flow (provided that the amount thereof at least equals \$1.00) at a redemption price of 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption; provided, that no portion of the Note shall be redeemed until no Bonds remain Outstanding.

Section 3.02. Notice of Redemption of Notes. The Agency shall mail (which may be electronic mail or a comparable form of digital delivery of notice) a notice of redemption to the Holder, which shall state the date of such notice, the redemption date, and the place of redemption, and shall state that further interest on such Note will not accrue from and after the date fixed for redemption, and shall require that such Note be surrendered for redemption at the place of redemption so designated.

Section 3.03. Redemption of Note. If notice of redemption has been duly given as aforesaid and if on the date fixed for redemption designated in the redemption Available Cash Flow available in an amount not less than the outstanding principal amount of the Note scheduled to be redeemed is held by the Agency, then on such date the Note shall become due and payable and the Agency shall cause such Note to be redeemed. From and after the date so designated interest on the portion of the Note so called for redemption shall cease to accrue and the Holder of such Note shall have no rights in respect thereof except to receive payment from the money held by the Agency for that purpose of the redemption price thereof.

Section 3.04. Payment at Maturity. If on the Maturity Date the full principal amount of the Note, together with all interest accrued thereon, shall not have been previously redeemed, the Note shall become immediately due and payable and the Agency shall thereafter cause the Note to be repaid as soon as possible from and to the extent of Available Cash Flow.

ARTICLE IV

COVENANTS OF THE AGENCY

Section 4.01. Punctual Payment and Performance. The Agency will punctually pay the interest on and principal to become due the Note issued hereunder in strict conformity with the terms hereof and of the Note, and will faithfully observe and perform all the agreements,

conditions, covenants and terms contained herein and in the Note required to be observed and performed by it.

Section 4.02. Pledge of Available Cash Flow; Limited Obligation. The Note shall be payable as to principal and interest exclusively from, and shall be secured by a pledge of, lien on and security interest in, Available Cash Flow. The Agency hereby grants a lien on and security interest in, collaterally assigns, transfers, pledges and grants and conveys all Available Cash Flow to the Holder. The Note shall be a special, limited obligation of the Agency, payable as to principal and interest solely from and to the extent of Available Cash Flow and not out of any other funds or moneys of the Agency.

Section 4.03. Against Indebtedness and Encumbrances. Except with the consent of the Holder, the Agency will not issue any additional obligations or evidences of indebtedness payable on a priority over or on a parity with the Note from Available Cash Flow.

Section 4.04. Protection of Security and Rights of Holder of Notes. The Agency will preserve and protect the security of the Note and the rights of the Holder and will warrant and defend its rights against all claims and demands of all persons.

Section 4.05. Further Assurances. The Agency will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Holder of the rights and benefits provided herein.

ARTICLE V

AMENDMENT OF OR SUPPLEMENT TO THE RESOLUTION

Section 5.01. Amendment or Supplement of Resolution. The Resolution and the rights and obligations of the Agency and of the Holder of the Note may be amended or supplemented at any time by a Supplemental Resolution, which shall become binding when the written consent of the Holder of the Note is filed with the Agency.

ARTICLE VI

REMEDIES OF HOLDER OF NOTES

Section 6.01. Remedies of Holder of Notes. The Holder of the Note shall have the following rights:

(a) by mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the Agency or any members of the Board or officers or employees of the Agency, and to compel the Agency or any officers or employees of the Agency to perform and carry out their duties under the Act and the agreements and covenants with the Holder;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Holder; or

(c) by suit in equity upon the nonpayment of the Note (to the extent of Available Cash Flow) to require the Board or the Agency or its officers and employees to account as the trustee of an express trust.

Section 6.02. Non-waiver. Nothing in this article or in any other provision herein or in the Note shall affect or impair the obligation of the Agency, which is absolute and unconditional, to pay the interest on and principal of the Note to the Holder at the Maturity Date or the respective dates of redemption prior to maturity as provided herein from Available Cash Flow as provided herein, or shall affect or impair the right of such Holder, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Note.

A waiver of any default or breach of duty or contract by the Holder shall not affect any subsequent default or breach of duty or contract and shall not impair any rights or remedies on any such subsequent default or breach of duty or contract, and no delay or omission by the Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right and remedy conferred upon the Holder by applicable law or hereby may be enforced and exercised from time to time and as often as shall be deemed expedient by the Holder.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to any Holder, the Agency and such Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 6.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by applicable law.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Liability of the Agency Limited to Available Cash Flow. The interest on and principal of the Note are payable solely from Available Cash Flow as provided herein, and the Agency is not obligated to pay them except from Available Cash Flow. The Note is not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the Agency or any of its income or receipts except Available Cash Flow, and neither is the payment of the interest on or principal of the Note is a general debt, liability or obligation of the Agency. Neither the Board nor the Agency nor any officer or employee of the Agency shall be liable for the payment of the interest on or principal of the Note other than from Available Cash Flow as provided herein.

Section 7.02. Benefits of the Resolution Limited to Certain Parties. Nothing contained herein, express or implied, is intended to give to any person other than the Agency and the Holder any right, remedy or claim under or by reason hereof, and any agreement or covenant required herein to be performed by or on behalf of the Agency or any officer or employee of the Agency shall be for the sole and exclusive benefit of the Holder.

Section 7.03. Fiscal Agent. The Agency may at any time, at the expense of the Holder, appoint a fiscal agent to handle certain duties of the Agency, including but not limited to acting as registrar for the Note, maintaining funds, accounts and records, and receiving and transferring funds for payment of the Note as provided herein.

Section 7.04. Successor is Deemed Included in All References to Predecessor. Whenever the Agency or any officer or employee of the Agency is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the administration, control and management of the affairs of the Agency that are presently vested in the Agency or such officer or employee, and all agreements and covenants required herein to be performed by or on behalf of the Agency or any officer or employee of the Agency shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 7.05. Waiver of Personal Liability. No member of the Agency or officer or employee of the Agency shall be individually or personally liable for the payment of the interest on or principal of the Note, but nothing herein contained shall relieve any member of the Agency or officer or employee of the Agency from the performance of any official duty provided hereby or by the Act or by any other applicable provisions of law.

Section 7.06. Content of Certificates and Reports. Every certificate or report with respect to compliance with an agreement, condition, covenant or term provided herein shall include (a) a statement that the person or persons making or giving such certificate or report have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the opinion contained in such certificate or report is based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any such certificate made or given by an officer of the Agency may be based, insofar as it relates to legal matters, upon a representation made in an Opinion of Counsel unless such officer knows that the representation with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any such Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Agency, upon a representation by an officer or officers of the Agency unless the counsel giving such Opinion of Counsel knows that the representation with respect to the matters upon which his representation may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 7.07. Notice by Mail. Any notice required to be given by mail (which may be electronic mail or a comparable form of digital delivery of notice) to the Holder shall be given by mailing a copy of such notice, first class postage prepaid, to such Holder at its address kept by the Agency not less than five (5) days nor more than thirty (30) days following the action or prior to the event concerning which notice thereof is required to be given.

Section 7.08. Maintenance of Accounts and Funds. Any account or fund required herein to be established and maintained by the Agency may be maintained by the Agency in such officer's accounting records in such officer's customary manner either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any financial reports or statements with respect thereto, be treated either as an account or as a fund; but all such accounting records with respect to all such accounts and funds shall at all times be maintained by the Agency in accordance with industry standards and with due regard for the protection of the security of the Note and the rights of the Holder.

Section 7.09. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the construction, effect or meaning hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding articles, sections or subdivisions hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and "hereunder" and other words of similar import refer to the Resolution as a whole and not to any particular article, section or subdivision hereof.

Section 7.10. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms or portions thereof required hereby to be observed or performed by the Agency should be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants or terms or portions thereof and shall in no way affect the validity hereof or of the Note; and the Holder shall retain all the rights and benefits accorded to it under the Law or any other applicable provisions of law. The Agency hereby declares that it would have adopted the Resolution and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Note pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 7.11. Additional Authorization. Each Authorized Signatory or their respective designees are hereby authorized and directed to do any and all things and to execute, deliver and perform any and all agreements and documents which the officers or their respective designees deem necessary or advisable in order to consummate the issuance, sale and delivery of the Note, and to effect the purposes of this Resolution and the transactions contemplated thereby.

Section 7.12. Repeal of Inconsistent Resolutions. Any resolution of the Agency and any part of any resolution inconsistent herewith is hereby repealed to the extent of such inconsistency.

Section 7.13. Certain Amendments after Effective Date; Final Form of Note Controls. Between the effective date of this Resolution and the Delivery Date, each Authorized Signatory, acting alone, is hereby authorized to (i) execute and deliver any Certificate or other document and (ii) and to approve any changes to the form of Note set forth Section 2.05 of this Resolution and such other documents related to the issuance of the Note as may be reasonably necessary to effectuate the purposes of this Resolution. In the event of any inconsistency between the Note as actually delivered, in substantially the form prescribed in Section 2.05, and the terms of this Resolution, the terms set forth in the definitive Note shall control.

Section 7.14. Effective Date of the Resolution. The Resolution shall take effect from and after its passage and adoption.

PASSED AND ADOPTED on the 28th day of September, 2021

I, the undersigned, an Authorized Signatory of the California Community Housing Agency, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Directors of the Agency at a duly called meeting of the Board of Directors of the Agency held in accordance with law on September 28, 2021.

CALIFORNIA COMMUNITY HOUSING AGENCY

Name: _____

Title: Authorized Signatory

[Issuance Resolution – Available Cash Flow Note]