

Joe Neves, Chairman
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SPECIAL BOARD OF COMMISSIONERS' MEETING

JUNE 23, 2022

AGENDA

LOCATION: 680 N. DOUTY STREET
HANFORD, CALIFORNIA
9:00 A.M.

THIS MEETING IS CONDUCTED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE GOVERNOR'S EXECUTIVE ORDER N-33-20
NO PUBLIC MEMEBERS WILL BE ALLOWED IN THE MEETING
THE MEETING WILL BE HELD BY TELECONFERENCE AT THE ABOVE LOCATION.
MEMBERS OF THE PUBLIC MAY DIAL IN.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 539-285-781

1) Roll Call

2) Unscheduled Appearances

Any person may address this Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Three (3) minutes are allowed for each item.

3) Review and Approval of May 25, 2022 Special Board Meeting Minutes

Pages 1-3

4) Unfinished Business:

A. None

5) New Business:

A. Review and approval of modification the construction loan with California
Bank & Trust

Pages 4-17

8) Correspondence:

NONE

9) Management

A. Current Status of Program Operations

Page 18

10) Close Session

A. Regarding Litigation (None)

B. Regarding Employee Relations (None)

11) Open Session

12) Commissioners' Items

13) Adjournment

Any Late Documents relating to an agenda item that are distributed to the Commissioners less than 72 hours prior to the scheduled meeting are available for public inspection, at the time they are distributed to the Commissioners, at the Administrative Office as addressed below.

THE 730TH MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF KINGS CALIFORNIA

The Special Meeting of the Board of Commissioners of the Housing Authority of the County of Kings was called to order May 25, 2022 at 10:00 a.m. by Chairman Neves

The Meeting was conducted via Teleconference

1) ROLL CALL

Secretary Sandra Jackson-Bobo called the roll:

PRESENT: Joe Neves
Richard Fagundes
Doug Verboon
Richard Valle
ABSENT: Craig Pedersen

Also present were the following:

Sandra Jackson-Bobo - HAKC Executive Director
Michele Rodrigues - HAKC Finance Manager
Robert Gin - HAKC Attorney

2) UNSCHEDULED APPEARANCES

NONE

3) REVIEW AND APPROVAL OF APRIL 27, 2022 SPECIAL BOARD MEETING MINUTES

A motion was presented by Commissioner Verboon to approve the minutes for the Special Board Meeting for April 27, 2022. Commissioner Fagundes seconded the motion and the minutes were approved by the following votes: Ayes- Neves, Fagundes, and Verboon. Noes-None. Absent-Pedersen Abstentions - Valle.

4) REVIEW AND APPROVAL OF RECEIPTS AND EXPENDITURES FOR MARCH 2022

A motion was presented by Commissioner Fagundes to approve Receipts and Expenditures for the month of March 2022 as submitted to the Board for approval. Commissioner Verboon seconded the motion, and the Receipts and Expenditures for March 2022 were approved by the following votes: Ayes-Neves, Verboon, Fagundes, and Valle, Noes-None, Absent- Pedersen

5) REVIEW AND APPROVAL OF RECEIPTS AND EXPENDITURES FOR APRIL 2022

A motion was presented by Commissioner Verboon to approve Receipts and Expenditures for the month of April 2022 as submitted to the Board for approval. Commissioner Fagundes seconded the motion, and the Receipts and Expenditures for April 2022 were approved by the following votes: Ayes-Neves, Verboon, Fagundes, and Valle, Noes-None, Absent- Pedersen

6) UNFINISHED BUSINESS:

NONE

7) NEW BUSINESS

A. REVIEW AND APPROVAL BY RESOLUTION CHANGES TO THE UTILITY ALLOWANCE SCHEDULE FOR THE LOW-INCOME PUBLIC HOUSING PROGRAM PREPARED AND SUBMITTED BY GOODWIN & ASSOCIATES, EFFECTIVE JULY 1, 2022 **RESOLUTION #22-04**

A motion to approve by Resolution was presented by Commissioner Fagundes for the approval of **Resolution #22-04** for changes to the Utility Allowance schedule for the Low-Income Public Housing Program. Commissioner Verboon seconded the motion and it was approved by the following votes: Ayes = Neves, Fagundes, Verboon, and Valle. Noes- None. Absent- Pedersen

B. REVIEW AND APPROVAL BY RESOLUTION CHANGES TO THE UTILITY ALLOWANCE SCHEDULE FOR THE SECTION 8 MULTI-FAMILY AND SINGLE-FAMILY PROGRAM PREPARED AND SUBMITTED BY GOODWIN & ASSOCIATES, EFFECTIVE JULY 1, 2022
RESOLUTION #22-05

A motion to approve by Resolution was presented by Commissioner Fagundes for the approval of **Resolution #22-05** for changes to the Utility Allowance schedule for the Section 8 multi-family and single-family program. Commissioner Verboon seconded the motion and it was approved by the following votes: Ayes = Neves, Fagundes, Verboon, and Valle. Noes- None. Absent- Pedersen

C. AGREEMENT WITH THE CITY OF HANFORD POLICE DEPARTMENT FOR FLOCK CAMERAS

Sandra Jackson-Bobo presented the proposed agreement with the City of Hanford for the installation of Flock cameras on Housing Authority property. Robert Gin advised the Board that the Law Firm of Griswold, LaSalle, Cobb, Dowd & Gin, LLP is the City Attorney for the City of Hanford. The Law Firm drafted the Flock Camera Agreement for the City. The Law Firm, as counsel for the Housing Authority has reviewed the Flock Camera Agreement for the Housing Authority. The Board, if it chooses to approve the Flock Camera Agreement, should require that a waiver of conflict provision be included. After further discussion it was moved by Commissioner Verboon and seconded by Commissioner Fagundes to approve the Flock Camera Agreement with the City of Hanford with the inclusion of a waiver of conflict provision involving the Law Firm of Griswold, LaSalle, Cobb, Dowd & Gin, LLP, which has served as counsel for the City of Hanford and as counsel for the Housing Authority in drafting and reviewing the Agreement. The motion was approved by the following vote: Ayes-Verboon, Fagundes, Valle, and Neves. Noes-None. Absent-Pedersen

D. REVIEW AND APPROVAL OF OPERATING BUDGET FOR ALL PROGRAMS FOR THE FISCAL YEAR OCTOBER 1, 2022 THRU SEPTEMBER 30, 2023. **RESOLUTION #22-06**

After a brief review of the Operating Budget for all programs for the fiscal year October 1, 2022 thru September 30, 2023, a motion to approve was presented by Commissioner Verboon. Commissioner Fagundes seconded the motion and the budget was approved by the following votes: Ayes = Neves, Fagundes, Verboon, and Valle. Noes- None. Absent- Pedersen

8) CORRESPONDENCE

NONE

9) MANAGEMENT

A. Current Status of Program Operations

10) CLOSED SESSION

A. Regarding Litigation (NONE)

B. Regarding Employee Relations (TWO)

At 10:19 a.m. the Board recessed into Closed Session pursuant to Government Code Section 54957.6(a) to discuss with agency negotiators Sandra Jackson-Bobo and Robert Gin the salary and other compensation for employees other than the Executive Director for Fiscal Year 2022-2023, and Government Code Section 54957.6(a) to discuss with agency negotiator Robert Gin the salary and other compensation for the Executive Director for Fiscal Year 2022-2023.

The Board reconvened from closed session at 10:30 a.m. Robert Gin reported that the Board discussed changes to compensation for employees other than the Executive Director beginning June, 2022, and also discussed changes to compensation for the Executive Director beginning June, 2022.

It was moved by Commissioner Verboon and seconded by Commissioner Fagundes that the employees of the Housing Authority, other than the Executive Director, receive a five percent (5%)

cost of living increase effective June 1, 2022. The motion carried by the following vote: Ayes-Verboon, Fagundes, Valle, and Neves; Noes-None; Absent-Pedersen.

It was moved by Commissioner Verboon and seconded by Commissioner Fagundes that the Executive Director receive a five percent (5%) cost of living increase and an additional three percent (3%) increase reflecting her experience as Executive Director, effective June 1, 2022. The motion carried by the following vote: Ayes-Verboon, Fagundes, Valle, and Neves; Noes- None; Absent- Pedersen.

11) OPEN SESSION

NONE

12) COMMISSIONER'S ITEMS

NONE

13) ADJOURNMENT

There being no further business, the meeting was adjourned at 10:31 a.m.

Secretary

MODIFICATION AGREEMENT
(Long Form)

This Modification Agreement (Long Form) ("Agreement") is made as of [REDACTED], 2022 by and between LEMOORE PACIFIC ASSOCIATES III, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership ("Borrower"), and ZIONS BANCORPORATION, N.A. dba CALIFORNIA BANK & TRUST ("Bank").

Factual Background

A. Pursuant to that certain Master Pledge and Assignment dated as of August 1, 2020 (the "Master Pledge Agreement") and executed by and among California Municipal Finance Authority, a joint exercise of powers authority and public entity, duly organized and existing under the laws of the State of California (the "Issuer"), and Bank, in its capacity as agent for Issuer (in such capacity, the "Agent") and as holder of the Bonds ("Holder") and that certain Master Agency Agreement dated as of August 1, 2020 and executed by and between Issuer and Agent, Issuer has issued \$4,300,000 California Municipal Finance Authority Multifamily Housing Revenue Bonds (Cinnamon Villas II) 2020 Series A (the "Bonds"). Pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of August 1, 2020 and executed by and between Agent and Borrower, Agent agreed to make a loan, using proceeds of the Bonds, in the aggregate principal amount of Four Million Three Hundred Thousand and No/100 Dollars (\$4,300,000.00) (the "Loan") to Borrower to finance, in part, the construction of a 28-unit multifamily apartment complex and other improvements (collectively, the "Improvements") on the Land. The Land and the Improvements are referred to collectively herein as the "Project". The Loan is evidenced by a Promissory Note executed by Borrower in favor of Agent, as agent for Issuer, in the original principal amount of \$4,300,000.00 (the "Note"), and is further evidenced by the documents described in the Loan Agreement as the "Loan Documents". The Note was assigned by Agent to Holder. Borrower's obligations under the Note and Loan Documents are secured by that certain Construction and Permanent Trust Deed with Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), executed by Borrower, as trustor, to First American Title Insurance Company, as trustee, in favor of the Agent, as beneficiary, encumbering the real property and any and all improvements thereon described in Exhibit A attached thereto (the "Property") and recorded on August 27, 2020 as Instrument No. 2015548 in the Official Records of Kings County, California ("Official Records"). Pursuant to that certain Assignment of Deed of Trust dated as of August 1, 2020 and recorded on August 27, 2020 as Instrument No. 2015549 in the Official Records, the Deed of Trust was assigned by Agent to Holder.

B. In connection with the Loan, Pacific West Builders, Inc., dba Idaho Pacific West Builders, Inc., an Idaho corporation, and Pacific West Communities, Inc., an Idaho corporation (collectively, the "Guarantor"), executed in favor of Agent, (A) that certain General Guaranty dated as of August 1, 2020 (the "General Guaranty") and (B) that certain Completion Guaranty dated as of August 1, 2020 (the "Completion Guaranty"), each guaranteeing certain obligations of Borrower under the Loan as more fully described therein. The General Guaranty and the Completion Guaranty are collectively referred to herein as the "Guaranties."

C. In connection with the Loan, Borrower and Guarantor each executed a separate Environmental Indemnity dated as of August 1, 2020 in favor of Agent (collectively, the "Environmental Indemnities").

D. As used herein, the term "Loan Documents" means the Loan Agreement, the Note, the Deed of Trust, the Guaranties, the Environmental Indemnities, and any other documents executed in connection with the Loan, including those which evidence, guarantee, secure or modify the Loan, as any or all of them may have been amended to date. This Agreement and the Short Form shall also constitute Loan Documents. Notwithstanding any provision of any Loan Document, the Deed of Trust does not secure the Guaranties, the Environmental Indemnities or any other obligation which the Deed of Trust specifies is not secured thereby.

E. Borrower has satisfied the conditions to increase the Term Loan Amount under the Loan Documents, and the Borrower and Bank have agreed to modify the interest rate that will apply to the Loan following the Conversion Date. Accordingly, at this time, Borrower and Bank, now wish to amend the Loan Documents as set forth below.

Agreement

Borrower, and Bank agree as follows:

1. Representations. All representations and warranties of Borrower contained in the Loan Agreement or in any of the other Loan Documents (as the Loan Agreement and such other Loan Documents are amended hereby) are true and correct as of the date hereof, except for representations and warranties made as of a specific date, which shall be true and correct as of such date.

2. Modification of Loan Documents. Effective on the date (the "Effective Date") upon which Bank confirms in writing that all of the conditions precedent contained in Section 3 of this Agreement have been satisfied, the Loan Documents shall be amended as follows:

(a) Interest Rate. The reference to "3.5% percent" in Section B.1 of the Note is hereby deleted in its entirety and replaced with "three and sixty-three one-hundredths percent (3.63%)".

(b) Term Loan Amount. Subject to the terms and conditions set forth in Section (d) of Exhibit "E" of the Loan Agreement, Borrower had an option to increase the amount of the Term Loan Amount from \$1,160,000.00 to \$1,300,000.00. Bank confirms that Borrower has satisfied the required conditions to such increase; as a result, the definition of "Term Loan Amount" set forth in Section 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Term Loan Amount" means \$1,300,000.00.

(c) Additional Modifications to the Loan Agreement.

(1) Section 4.11(e) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(e) following the date the Project is "placed in service" (within the meaning given in Section 42 of the Code), (i) within forty-five (45) days after the end of each calendar quarter, Financial Statements for Borrower for and as at the end of such calendar quarter, prepared in accordance with GAAP, in form and level of detail reasonably acceptable to the Agent, (ii) within one hundred twenty (120) days after the end of each fiscal year of Borrower, Financial Statements for Borrower for and as at the end of such fiscal year, prepared in accordance with GAAP, in form and level of detail reasonably acceptable to the Agent, audited by a firm of certified public accountants reasonably approved by the Agent;"

(d) Security Documents. The Deed of Trust and all other Loan Documents which secure Borrower's indebtedness and obligations under the Loan shall secure, in addition to all other indebtedness and obligations secured thereby, the payment and performance of the Loan and all other present and future indebtedness and obligations of Borrower under (a) the Note, and the other Loan Documents modified hereby, (b) this Modification Agreement and the Short Form, and (c) any and all amendments, modifications, renewals and/or extensions of this Modification Agreement.

(e) Definitions. Except as provided in this Modification Agreement, all references in the Loan Agreement and in the other Loan Documents (a) to the Note shall mean the Note, as amended by this Modification Agreement, (b) to the Deed of Trust shall mean the Deed of Trust, as amended by this Modification Agreement and the Short Form, (c) to the Loan Agreement shall mean the Loan Agreement, as amended by this Modification Agreement, (d) to the Loan Documents shall mean the Loan Documents as such term is defined in this Modification Agreement, and (e) to any particular Loan Document shall mean such Loan Document as modified by this Modification Agreement, the Short Form and/or any other document executed pursuant hereto.

3. Conditions Precedent. Before this Agreement becomes effective and any party becomes obligated under it, all of the following conditions shall have been satisfied at Borrower's sole cost and expense in a manner acceptable to Bank in the exercise of Bank's sole judgment:

(a) Bank shall have received fully executed originals of this Agreement, the Short Form of this Agreement to be recorded in the Official Records (the "**Short Form Modification**"), the Consents and Reaffirmations of Guarantor attached hereto, the Consents of Subordinate Lenders attached hereto;

(b) Upon the recordation of the Short Form of this Agreement, Bank shall receive a CLTA 110.5 endorsement and such other endorsements that Bank may require to the title policy issued at the time of the closing of the Loan, Title Policy No. 4881168, from First American Title Insurance Company ("Title Insurer") insuring the lien evidenced by the Deed of Trust as modified by this Agreement constitutes a valid first lien on the Property, senior in

priority to all other liens and encumbrances except only if such exceptions are approved by Bank in writing in its sole discretion.

(c) Bank shall have received a legal opinion from the Issuer's legal counsel, confirming that the modifications set forth in this Modification Agreement shall not have an adverse effect on the tax-exempt status of the interest on the Bonds.

(d) Bank shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Bank in connection with this Agreement, including without limitation, title and recordation costs and fees and charges for legal fees and expenses of Bank's counsel.

4. Borrower's Representations and Warranties. Borrower hereby reaffirms all of the representations and warranties set forth in the Loan Documents and further represents and warrants that: (a) the recitals set forth above in the Factual Background are true, accurate and correct; (b) the execution and delivery of this Agreement do not contravene, result in a breach of, or constitute a default under, any deed of trust, loan agreement, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule, regulation or restriction to which Borrower is subject; (c) this Agreement constitutes the legal, valid and binding obligation of Borrower, enforceable in accordance with its terms; (d) the execution and delivery of, and performance under, this Agreement are within Borrower's power and authority without the joinder or consent of any other party, have been duly authorized by all requisite action, and are not in contravention of any law or any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (e) there exists no default under the Note or any other Loan Document; and (f) there are no offsets, claims, counterclaims, cross-claims or defenses with respect to the Loan. Borrower further represents and warrants that, except as disclosed in writing to Bank, Borrower has not received any notice of any suit, judicial or administrative action, claim, investigation, inquiry, proceeding or demand pending (or, to Borrower's knowledge, threatened) which would have a material adverse effect on Borrower's ability to perform its obligations under this Agreement (i) against Borrower or any other person liable directly or indirectly for the Loan, or (ii) which affects the validity or enforceability of any of the Loan Documents.

5. Incorporation. This Agreement shall form a part of each Loan Document, and all references to a given Loan Document shall mean that document as hereby modified.

6. No Prejudice; Reservation of Rights. This Agreement shall not prejudice any rights or remedies of Bank, or Borrower under the Loan Documents. Bank, reserves, without limitation, all rights which it has against any indemnitor, guarantor, or endorser of the Note.

7. Reaffirmation; No Impairment; No Novation. Borrower hereby reaffirms all of its obligations under the Loan Documents. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect. The execution and delivery of this Agreement shall not constitute a novation of the Loan.

8. Integration. Each party hereto has cooperated in the drafting and preparation of this Agreement, and as a result, this Agreement shall not be construed against any party. The Loan Documents, including this Agreement, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. By executing this Agreement and the attached Consents and Reaffirmations of Guarantor, Borrower and each Guarantor expressly represent and warrant that they did not rely on any promise, representation, assurance, agreement, statement or advice, oral or written, not expressly set forth in this Agreement or any of the other Loan Documents in reaching their respective decisions to enter into this Agreement or any of the other Loan Documents and that no promises, representations, assurances, agreements, statements or advice, oral or written, have been made to Borrower or any Guarantor which conflict with the written terms of this Agreement or any of the other Loan Documents. Borrower and each Guarantor represents to Bank that (i) it has read and understands the terms and conditions contained in this Agreement and the other Loan Documents, (ii) its legal counsel has carefully reviewed this Agreement and all of the other Loan Documents and it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and all other Loan Documents, (iii) it is satisfied with its legal counsel and the advice received from it, and (iv) it has relied only on its review of this Agreement and the other Loan Documents and its own legal counsel's advice and representations (and it has not relied on any promises, statements, representations, assurances, agreements, statements or advice, oral or written, from Bank, or any of Bank's officers, employees, agents, attorneys or other representatives). The Loan Documents shall not be modified except by written instrument executed by all parties.

9. Miscellaneous. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Agreement shall be governed by the laws of the State of California, without regard to the choice of law rules of that State. As used herein, the word "include(s)" means "includes(s), without limitation," and the word "including" means "including, but not limited to."

10. As further inducement to Bank to enter into this Agreement, Borrower and, by executing the Consent and Reaffirmation of Guarantor attached hereto, each Guarantor, hereby release Bank as follows:

10.1 Borrower, each Guarantor and their respective heirs, successors and assigns (collectively, the "**Releasing Parties**") do hereby release, acquit and forever discharge Bank of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are

connected with or related to the Loan Documents, this Agreement, the Short Form Agreement or any earlier and/or other agreement or document referred to therein or any other action, claim, cause of action, demand, damage or cost of whatever nature related to the Loan as of the date hereof (collectively, the "**Released Claims**").

10.2 The agreement of the Releasing Parties, as set forth in the preceding subparagraph (a) shall inure to the benefit of the successors, assigns, insurers, administrators, agents, employees, and representatives of Bank.

10.3 The Releasing Parties have read the foregoing release, fully understand the legal consequences thereof and have obtained the advice of counsel with respect thereto. The Releasing Parties further warrant and represent that they are authorized to make the foregoing release.

10.4 This release is not to be construed and does not constitute an admission of liability on the part of Bank. This release shall constitute an absolute bar to any Released Claim of any kind, whether such claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable. The Releasing Parties specifically agree that any attempt to assert a claim barred hereby shall subject each of them to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.

10.5 The Releasing Parties acknowledge and agree that they understand the meaning and effect of Section 1542 of the California Civil Code which provides:

"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."

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THE RELEASING PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED, WAIVED AND DISCHARGED BY THIS AGREEMENT. THE RELEASING PARTIES HEREBY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH THEY MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR LAW, TO THE EXTENT SUCH LAW MAY BE APPLICABLE, WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT THAT SUCH LAWS MAY BE APPLICABLE, THE RELEASING PARTIES WAIVE AND RELEASE ANY RIGHT OR DEFENSE WHICH THEY MIGHT OTHERWISE HAVE UNDER ANY OTHER LAW OF ANY APPLICABLE JURISDICTION WHICH MIGHT LIMIT OR RESTRICT THE EFFECTIVENESS OR SCOPE OF ANY OF ITS WAIVERS OR RELEASES HEREUNDER.


Borrower's Initials 
Guarantor's Initials 
Guarantor's Initials

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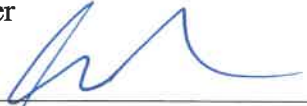
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER:

LEMOORE PACIFIC ASSOCIATES III, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership

By: TPC Holdings VII, LLC,
an Idaho limited liability company,
Its Administrative General Partner

By: Pacific West Communities, Inc.,
an Idaho corporation,
Its Manager

By: 
Caleb Roope
President and CEO

By: Kaweah Management Company,
a California nonprofit public benefit corporation,
Its Managing General Partner

By: _____
Kenneth Kugler
Managing Director

BANK:

ZIONS BANCORPORATION, N.A. dba
CALIFORNIA BANK & TRUST

By: _____

Mark Wolf
Senior Vice President

CONSENT AND REAFFIRMATION OF GUARANTOR

PACIFIC WEST BUILDERS, INC., dba Idaho Pacific West Builders, Inc., an Idaho corporation and PACIFIC WEST COMMUNITIES, INC., an Idaho corporation (individually and collectively, as the case may warrant, "**Guarantor**"), each hereby consents to the terms, conditions and provisions of the foregoing Modification Agreement to which this consent is attached (the "**Agreement**") and the transactions contemplated by such Agreement, and hereby agrees to join in to the terms and provisions set forth in Section 8 of the Agreement. Capitalized terms used in this Consent and Reaffirmation of Guarantor without definition have the meanings ascribed to them in the Agreement. Each Guarantor hereby reaffirms the full force and effectiveness of (i) that certain General Guaranty dated as of August 1, 2020 executed by Guarantor in favor of Bank (the "**General Guaranty**"), (ii) that certain Completion Guaranty dated as of August 1, 2020 executed by Guarantor in favor of Bank (the "**Completion Guaranty**"), and (iii) that certain Environmental Indemnity dated as of August 1, 2020 executed by Guarantor in favor of Bank (the "**Indemnity**," and together with the General Guaranty and the Completion Guaranty, the "**Guaranties**"). In addition, each Guarantor acknowledges that its obligations under the Guaranties are separate and distinct from those of the Borrower under the Loan. Each of the undersigned, having reread the Guaranties and with advice of its own counsel, hereby reaffirms and restates all waivers, authorizations, agreements and understandings set forth in the Guaranties, as though set forth in full herein.

Dated as of MAY 17 , 2022.

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"GUARANTOR":

PACIFIC WEST BUILDERS, INC.,
dba Idaho Pacific West Builders, Inc.,
an Idaho corporation

By: 
Caleb Roope
President

PACIFIC WEST COMMUNITIES, INC.,
an Idaho corporation

By: 
Caleb Roope
President

CONSENT OF SUBORDINATE LENDER

HOUSING AUTHORITY OF KINGS COUNTY, a public housing agency (“HAKC”) hereby consents to the amendments made pursuant to the foregoing Modification Agreement, and agrees that the Subordination Agreement executed by HAKC, the Housing Authority of Tulare County, a public housing agency, the City of Lemoore, a municipal corporation, and Lemoore Pacific Associates III, a California limited partnership, a California limited partnership (“Borrower”) in favor of Zions Bancorporation, N.A. dba California Bank and Trust (“Agent”), dated August 1, 2020, and recorded August 27, 2020 as Instrument No. 2015553, Official Records, Kings County, California (the “Official Records”), shall remain in full force and effect, notwithstanding such modifications.

HOUSING AUTHORITY OF KINGS COUNTY

By: _____
Sandra Jackson-Bobo
Executive Director

Date: _____, 2022

CONSENT OF SUBORDINATE LENDER

The Housing Authority of Tulare County, a public housing agency (“HATC”) hereby consents to the amendments made pursuant to the foregoing Modification Agreement, and agrees that the Subordination Agreement executed by HATC, the Housing Authority of Kings County, a public housing agency, the City of Lemoore, a municipal corporation, and Lemoore Pacific Associates III, a California limited partnership, a California limited partnership (“Borrower”) in favor of Zions Bancorporation, N.A. dba California Bank and Trust (“Agent”), dated August 1, 2020, and recorded August 27, 2020 as Instrument No. 2015553, Official Records, Kings County, California (the “Official Records”), shall remain in full force and effect, notwithstanding such modifications.

HOUSING AUTHORITY OF TULARE COUNTY

By: _____
Kenneth Kugler
Executive Director

Date: _____, 2022

CONSENT OF SUBORDINATE LENDER

The City of Lemoore, a municipal corporation (“City”) hereby consents to the amendments made pursuant to the foregoing Modification Agreement, and agrees that the Subordination Agreement executed by the City, the Housing Authority of Tulare County, a public housing agency, the Housing Authority of Kings County, a public housing agency, and Lemoore Pacific Associates III, a California limited partnership, a California limited partnership (“Borrower”) in favor of Zions Bancorporation, N.A. dba California Bank and Trust (“Agent”), dated August 1, 2020, and recorded August 27, 2020 as Instrument No. 2015553, Official Records, Kings County, California (the “Official Records”), shall remain in full force and effect, notwithstanding such modifications.

CITY OF LEMOORE

By: _____
Nathan Olson
City Manager

ATTEST:

By: _____
Marisa Avalos
City Clerk

APPROVED AS TO FORM:

By: _____
Mary F. Lerner
City Attorney

Date: _____, 2022



MANAGEMENT REPORT

Prepared for the Board of Commissioners Special Meeting

June 23, 2022

1) The Occupancy Rates are as follows:

Section 8	536 16 Port In's
53-1 Hanford	7 Vacancies
53-2 Corcoran	8 Vacancies, 2 pending move-in's
53-4 Armona	1 Vacancy
KC1 Armona	100% Occupied
KC2 Hanford	100% Occupied
Kettleman City	1 Vacancy, 1 pending move-in
Admin	100% Occupied
Cameron Commons	4 Vacancies
Corcoran Station	3 Vacancies
Anchors	3 Vacancies
Lem / 198	1 Vacancy
Basil Home	100% Occupied
Lemoore Meyers Home	5 Vacancies

2) Progress Report – Capital Fund Program