

**EXHIBIT C
SPECIAL CONDITIONS**

1. The following representations and warranties are incorporated by reference in Section 6 of this Agreement:

(a) The Project is located wholly within the City of San Jose.

(b) The Borrower shall make no changes to the Project or to the operation thereof which would affect the qualification of the Project under the Act or impair the exclusion from gross income for federal income tax purposes of the interest on the Funding Loan Notes. The Borrower intends to utilize the Project as multifamily rental housing during the Qualified Project Period (as defined in the Tax-Exempt Regulatory Agreement).

(c) Not in excess of two percent (2%) of the proceeds of the Borrower Loan will be used to pay costs of issuance of the Funding Loan Notes.

(d) The acquisition, construction and operation of the Project in the manner presently contemplated and as described herein and in the Tax-Exempt Regulatory Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Borrower will cause the Project to be constructed and operated in all material respects in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

(e) Intentionally Omitted.

(f) Intentionally Omitted.

(g) The Borrower has contacted all "related persons" thereof (within the meaning of Section 147(a) of the Code) of which it is aware; and none of them shall, at any time, pursuant to any arrangement, formal or informal, acquire any interest in the Funding Loan Notes in an amount related to the amount of the Borrower Loan.

(h) All of the proceeds from the Borrower Loan plus any income from the investment of the proceeds thereof will be used to pay or reimburse the Borrower for Project costs, and at least 95% of the proceeds of the Borrower Loan will be used to pay or reimburse the Borrower for Qualified Project Costs (as defined in the Tax-Exempt Regulatory Agreement) and less than 25% of such amount will be used to pay or reimburse the Borrower for the cost of land or any interest therein. The Borrower shall assure that the proceeds of the Borrower Loan are expended so as to qualify the Project as a "qualified residential rental project" within the meaning of Section 142(d) of the Code.

(i) The Borrower has not knowingly taken or permitted to be taken and will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on the Funding Loan Notes to be included in the gross income of the owners thereof for purposes of federal income taxation.

(j) The Borrower hereby represents and warrants that, within the meaning of Section 147(b) of the Code, the weighted average maturity of the Funding Loan Notes does not exceed 120 percent of the average reasonably expected economic life of the facilities being financed with the proceeds of the Funding Loan Notes.

(k) The Borrower represents and warrants that no portion of the proceeds of the Borrower Loan will be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and no portion of the proceeds of the Borrower Loan will be used for an office

unless (i) the office is located on the premises of the facilities constituting the Project and (ii) not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

2. The following covenants of Borrower are incorporated by reference in Section 7 of this Agreement:

(a) No Arbitrage Bond. The Borrower covenants that it shall not take, or permit or suffer to be taken, any action within its control with respect to the proceeds of the Funding Loan Notes which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Funding Loan Notes would have caused the Funding Loan Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(b) Payment of Governmental Lender Fees and Expenses.

(i) The Borrower hereby agrees to pay to the Governmental Lender the amounts described in Section 7(a) of the Tax-Exempt Regulatory Agreement.

(ii) The Borrower agrees to pay to the Governmental Lender, within fifteen (15) days after receipt of request for payment thereof, all reasonable out-of-pocket expenses of the Governmental Lender related to the Project and the financing thereof that are not otherwise required to be paid by the Borrower under the terms of this Agreement and are not paid from disbursements of the Borrower Loan, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project or the Funding Loan.

(c) Tax Exempt Status of the Funding Loan Notes.

(i) It is the intention of the Governmental Lender, Bank and the Borrower that interest on the Funding Loan Notes shall be and remain excludable from gross income for federal income taxation purposes, and to that end the covenants and agreements of the Borrower in this Section are for the benefit of the Bank and the Governmental Lender.

(ii) The Borrower covenants and agrees that it will not knowingly and willingly use or permit the use of any of the proceeds of the Borrower Loan or any other funds of the Borrower, directly or indirectly, in such manner as would, or enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Funding Loan Notes that would, or take or omit to take any other action that would cause the Funding Loan Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code or “federally guaranteed” within the meaning of Section 149 of the Code and applicable regulations promulgated from time to time thereunder.

(iii) In the event that at any time the Borrower is of the opinion or becomes otherwise aware that for purposes of this Section it is necessary to restrict or to limit the yield on the investment of any moneys pledged to the repayment of the Borrower Loan or the Funding Loan or held under the Funding Loan Agreement, the Borrower Loan Documents or otherwise by the Bank, the Borrower shall promptly notify the Governmental Lender and Tax Counsel in writing of such opinion or knowledge and determine the limitations and so instruct the Bank in writing and cause the Bank or such other entity holding the applicable funds to comply with those limitations.

(iv) The Borrower will take such action or actions as may be reasonably necessary in the opinion of Tax Counsel or of counsel to the Governmental Lender, or of which it otherwise becomes aware, to fully comply with Section 148 of the Code.

(v) The Borrower further agrees that it shall not discriminate on the basis of race, creed, color, sex, sexual preference, source of income (e.g. AFDC, SSI), physical disability, national origin or marital status in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project, to the extent required by applicable State of California or federal law.

(vi) The Borrower further warrants and covenants that it has not executed and will not execute any other agreement, or any amendment or supplement to any other agreement, with provisions contradictory to, or in opposition to, the provisions of this Borrower Loan Agreement and of the Tax-Exempt Regulatory Agreement, and that in any event, the requirements of this Borrower Loan Agreement and the Tax-Exempt Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith and therewith.

(vii) The Borrower shall not purchase, and shall use its best efforts to prevent any guarantor of the Borrower that is a "related person" (as defined in Section 147(a)(2) of the Code) to the Borrower from purchasing, pursuant to an arrangement, formal or informal, any interest in the Funding Loan Notes in an amount related to the amount of the Borrower Loan.

(viii) The Borrower will use due diligence to complete the acquisition and construction of the Project and reasonably expects to fully expend the full amount of the Borrower Loan by the Completion Date.

(ix) The Borrower will calculate or cause to be calculated, at the times required by the Code, any rebate due to the federal government in respect of the Funding Loan Notes, and will make timely payment of any rebate amount due to the federal government.

(d) Limited Liability. Except for obligations arising from the willful misconduct of the Governmental Lender, the Governmental Lender shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Borrower Loan Agreement, the Funding Loan Notes or any of the other Funding Loan Documents or Borrower Loan Documents, except only to the extent amounts are received for the payment thereof from the Borrower under this Borrower Loan Agreement. All obligations and any liability of the Governmental Lender shall be further limited as provided in Sections 4.1, 5.2 and 6.14 of the Funding Loan Agreement.

**EXHIBIT D
CONDITIONS TO CONVERSION**

The following shall be the conditions precedent to conversion:

Conditions to Conversion	Check When Satisfied
(a) The final disbursement shall have occurred.	<input type="checkbox"/>
(b) All indebtedness incurred by the Borrower in connection with the Project, including, but not limited to, the Borrower Loan and any subordinate financing, shall be completely funded and, if applicable, converted to permanent financing.	<input type="checkbox"/>
(c) No material adverse change has occurred in the financial condition of Borrower any General Partner or any Guarantor, as evidenced by current Financial Statements provided by Borrower to Bank.	<input type="checkbox"/>
(d) All representations and warranties made by Borrower in the Borrower Loan Documents and the Funding Loan Documents shall be true and correct on and as of the Conversion Date as if made on and as of the Conversion Date except as otherwise disclosed in writing by Borrower and approved in writing by Bank (and, if required by Bank, Bank shall have received a certificate of Borrower to that effect).	<input type="checkbox"/>
(e) The Improvements shall not have been materially injured or damaged by fire or other casualty which damage has not been restored or repaired in accordance with the Borrower Loan Documents.	<input type="checkbox"/>
(f) Bank shall have received (A) such endorsements to the Title Policy as Bank may require which shall insure that the Improvements have been completed free of all mechanic's and materialmen's liens or claims thereof, or (B) such additional title policies with endorsements as Bank may require, with a liability limit of not less than the principal amount of the Borrower Loan as of the Conversion Date, issued by Title Insurer, with coverage and in form satisfactory to Bank, insuring Governmental Lender's and Bank's interest under the Deed of Trust as a first lien on the Property, excepting only such items as shall have been approved in writing by Bank.	<input type="checkbox"/>
(g) Borrower delivers to Bank fully executed copies of any amendments or assignments affecting the formation documents of Borrower and, if applicable, its constituent general partners or members, to the extent not previously provided to and approved by Bank.	<input type="checkbox"/>
(h) Borrower provides Bank with current evidence of the insurance coverage required pursuant to this Agreement, provided that Borrower need not provide evidence of course of construction insurance and Borrower shall in addition provide evidence of business interruption and/or rental interruption insurance, as applicable.	<input type="checkbox"/>
(i) Bank shall have received the Paydown Amount in cash or current funds.	<input type="checkbox"/>

Conditions to Conversion	Check When Satisfied
(j) During each month of the three-month period immediately preceding the Conversion Date; at least ninety percent (90%) of the Units within the Property shall have been leased to, and occupied by, third-party residential tenants under Acceptable Unit Leases executed by Borrower in strict compliance with the terms and conditions of this Agreement and the Regulatory Agreements as evidenced by the rent rolls delivered pursuant to Section 3.2.1 of the Agreement.	<input type="checkbox"/>
(k) The Improvements shall have been completed in substantial accordance with the Plans free and clear of all liens other than Permitted Liens and Bank shall have received copies of the final certificates of occupancy for each Unit within the Property.	<input type="checkbox"/>
(l) As of the Conversion Date, no Event of Default and no other event or condition that, with the giving of notice or the passage of time, or both, would become an Event of Default, shall have occurred and be continuing, other than an Event of Default which would be cured concurrently with Conversion and/or by the funding of the capital contribution set forth in subparagraph (w) below.	<input type="checkbox"/>
(m) If required by Bank, a current survey of the Real Property, including dimensions and delineation of all the Improvements and location of all easements thereon, certified to and satisfactory to Bank and Title Insurer.	<input type="checkbox"/>
(n) During each month of the three-month period immediately preceding the Conversion Date, the Debt Coverage Ratio for the Property shall have been at least 1.15 to 1.00.	<input type="checkbox"/>
(o) As of the Conversion Date, the Loan-to-Value Ratio for the Property shall be no greater than 80%.	<input type="checkbox"/>
(p) Borrower shall have established with Bank the Capital Improvement Reserve Account and collaterally assigned such account to Bank.	<input type="checkbox"/>
(q) Borrower shall have paid to Bank all reasonable costs and expenses incurred by Bank and Fiscal Agent in connection with the Conversion.	<input type="checkbox"/>
(r) Borrower delivers to Bank such other documentation, certifications, opinions and information as may be required by Bank.	<input type="checkbox"/>
(s) If requested by Bank, Borrower shall have delivered to Bank evidence reasonably satisfactory to Bank demonstrating the Project is in compliance with all applicable provisions of the Code and the R&T Code pertaining to Tax Credits, if applicable, and all other statutes and regulations governing the Tax Credits including, without limitation, the monitoring and reporting requirements set forth in the Qualified Allocation Plan.	<input type="checkbox"/>
(t) The entire amount of the County Loan shall have been fully disbursed by the County to or for the account of Borrower and applied towards Project costs.	<input type="checkbox"/>

Conditions to Conversion		Check When Satisfied
(u)	If requested by Bank, (a) the County shall have executed and delivered to Bank estoppel certificates which shall contain such certifications similar to the estoppel certifications provided in the County Subordination Agreement, as Bank shall reasonably require with respect to the County Documents, and (b) Tax Credit Investor shall have executed and delivered to Bank an estoppel certificate in form and substance reasonably acceptable to the Bank, which shall contain such certifications as Bank shall reasonably require with respect to Tax Credit Investor's obligations under the Partnership Agreement.	<input type="checkbox"/>
(v)	Borrower shall have entered into one or more Hedges, in form and content and from a counterparty complying with the provisions contained in Section 7.48, which shall provide for the Borrower to pay a fixed rate of interest no greater than [__%] [CHECK] (including the Margin applicable to Borrower Note A-2 during the Permanent Phase), on an amount not more than the entire outstanding principal balance of Borrower Note A-2 as of the Conversion Date for the period commencing on the Initial Outside Conversion Date and ending on the Maturity Date.	<input type="checkbox"/>
(w)	Such evidence as Bank may require evidencing expenditure of Borrower's Equity on Project costs in accordance with this Agreement is at least [\$40,204,655] [CHECK] in the aggregate.	<input type="checkbox"/>
(x)	Borrower shall have entered into the HAP Contract on terms and conditions acceptable to Bank, and the HAP Contract shall have been collaterally assigned by the Borrower to the Bank pursuant to the Assignment of HAP Contract and the Housing Authority shall have consented to such assignment of the HAP Contract pursuant to the Assignment of HAP Contract.	<input type="checkbox"/>



CONSTRUCTION AND PERMANENT LOAN AGREEMENT
(MULTIFAMILY HOUSING BACK TO BACK LOAN PROGRAM)

by and among

CITY OF SAN JOSE, CALIFORNIA

as Governmental Lender,

MUFG UNION BANK, N.A.,

as Bank

and

BASCOM AFFORDABLE HOUSING, L.P.,
a California limited partnership

as Borrower

Dated: January 1, 2022

Relating to

[\$ _____] [CHECK]
City of San Jose, California
Multifamily Housing Revenue Note
(Vitalia) Series 2022 F-1

[\$ _____] [CHECK]
City of San Jose, California
Multifamily Housing Revenue Note
(Vitalia) Series 2022 F-2

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