

**RECORDING REQUESTED BY:**

\_\_\_\_\_ (Lender)

**WHEN RECORDED RETURN TO:**

\_\_\_\_\_ (attorney)

-----  
SPACE ABOVE LINE FOR  
RECORDER'S USE

**STAND STILL AGREEMENT**

THIS STANDSTILL AGREEMENT (this "Agreement") is made as of the \_\_\_ day of April, 2014 by and among \_\_\_\_\_, **A CALIFORNIA LIMITED PARTNERSHIP**, a California limited partnership ("Borrower"), \_\_\_\_\_, a \_\_\_\_\_ limited liability company ("Lender"), and the **CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE**, a public body ("TCAC").

**RECITALS:**

A. Borrower is the Owner of that certain real property located in the County of Alameda, State of California, as more particularly described on Exhibit A attached hereto (the "Property").

B. Borrower is refinancing a multi-family housing development on the Property; the Property and the improvements constructed on it are referred to in this Agreement as the "Project".

C. Borrower received from TCAC, as the state housing credit agency for the State of California, a reservation of low-income housing tax credits ("Original Tax Credits") for the Project.

D. Borrower and TCAC entered into that certain Regulatory Agreement dated as of \_\_\_\_\_, which sets forth certain use restrictions affecting the Project (the "Regulatory Agreement"), which Regulatory Agreement was recorded in the \_\_\_\_\_ County Recorder's Office ("Official Records") on \_\_\_\_\_ (date), as Document Number \_\_\_\_\_, as required by Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, "Section 42").

E. The Lender is making a loan (the "Loan") to the Borrower under the \_\_\_\_\_ (entity) Delegated and Underwriting and Servicing Program in accordance

with the requirements therein (the “\_\_\_\_\_Requirements”), and will sell the loan to \_\_\_\_\_ (entity).

F. Section 9 of the Regulatory Agreement, which addresses the remedies of TCAC, does not comply with the \_\_\_\_\_ (entity) Requirements.

G. The Loan will be evidenced by a multifamily note which will be secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Deed of Trust”).

H. As a condition to making the Loan, Lender requires that TCAC not exercise remedies under the Regulatory Agreement for a 60 day period following notice to the Lender. Lender will not make the Loan unless TCAC and Borrower agree to this Agreement.

I. Borrower and TCAC hereby agree to the stand still provisions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Stand Still/Cure Period. TCAC shall not exercise any remedies under Section 9 of the Regulatory Agreement until the expiration of a 60 day period (the “Stand Still Period”) following Lender’s receipt from TCAC of notice of a default under the Regulatory Agreement. Lender shall have the right, but not the obligation, to cure a default under the Regulatory Agreement during the Stand Still Period.

3. Notice.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

**(b) Change of Address.**

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

**(c) Receipt of Notices.**

Lender, TCAC or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

4. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and shall supersede and cancel any prior agreements with regard to this subject matter.

5. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Amendment. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

8. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

9. Legal Action. In the event any legal action is commenced by any party hereto concerning this Agreement or the rights and duties of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

10. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

11. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.