

EXHIBIT C

**DEED OF TRUST SECURING AFFORDABLE HOUSING LOAN
AGREEMENT AND PROMISSORY NOTE**

**FREE RECORDING REQUESTED
PURSUANT TO GOVERNMENT
CODE SECTION 27383 AND 27388.1(a)(2)(D)**

Recording Requested by and
When Recorded Please Return To:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Andrea Carranza, Deputy City Clerk

APN: 778-080-009

(Space above this line for Recorder’s Use)

**DEED OF TRUST SECURING AFFORDABLE HOUSING LOAN
AGREEMENT AND PROMISSORY NOTE
(CFD 2005-01 Annexation- Tripoli)**

This Affordable Housing Loan Deed of Trust (the “Loan Deed of Trust”) is dated , 2020, by Tripoli CIC, LP, a California limited partnership (the “Borrower”), whose business address is 6339 Paseo Del Lago, Carlsbad, CA 92011, to First American Title Company, as trustee (the “Trustee”), whose business address is _____, for the benefit of City of Coachella, a California Municipal Corporation (the “City”), whose business address is 53-990 Enterprise Way, Coachella, CA 92236, Attn: Deputy City Clerk.

1. For the purpose of securing payment and performance under the Affordable Housing Loan (defined below), BORROWER HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of Borrower’s right, title and interest now held or hereafter acquired in and to the real and personal property described in subsection a below (“Property”). **This deed of trust is _____ in lien priority with respect to the _____ deeds of trust recording concurrently herewith.** The term Property collectively includes the following:

(a) all of that certain real property located in the County of Riverside, State of California, which property address is _____, City of Coachella, California 92236, as more fully described in Exhibit A attached hereto and incorporated herein by this reference;

(b) all buildings, structures, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter

affixed to, placed upon or used in connection with such real property and owned by Borrower or in which Borrower has an interest, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property;

(c) subject to the rights and powers of City under Section 5.8 of this Loan Deed of Trust, all the rents, issues, profits, royalties, income and other benefits derived from use or occupancy of the Property;

(d) all appurtenances, easements, rights of way and rights now owned or hereafter acquired by Borrower as they relate to the Property, including mineral, oil and gas rights and profits, water, water rights, and water stock; all rights title and interest of Borrower now owned or hereinafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining all or any portion of the land on which the Property is located, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property; and all of which are hereby pledged and assigned, transferred, and set over unto Trustee, and for purposes of this Loan Deed of Trust declared to be part of the realty; provided, however, that the personal property of tenants of dwelling units in the buildings now or hereafter situated on said real property are not intended to be included within this Loan Deed of Trust except to the extent of Borrower's interest therein.

2. BORROWER HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY ASSIGNS to City all rents, royalties, issues, accounts and profits of or relating to the Property and all of Borrower's interest under all leases, subleases, rental agreements and other contracts and occupancy agreements relating to construction, use and possession for the purposes and upon the terms and conditions hereinafter set forth. This assignment is absolute, primary and direct and is not intended to be a separate or secondary pledge, or other form of additional security, and no further act or step is or shall be required of City to perfect this assignment. Notwithstanding the foregoing, City confers upon Borrower a license to collect and retain the rents, issues and profits of the Property as they become due and payable until an Event of Default (defined below in Section 5.6), upon the occurrence of which and following any applicable cure period said license shall be automatically revoked. This assignment shall not impose upon City any duty to cause the Property to produce rents nor shall City be deemed to be a mortgagee in possession by reason thereof for any purpose.

3. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

(a) Payment of the indebtedness evidenced by that certain promissory note entitled "Affordable Housing Loan - Promissory Note Secured By Deed of Trust (the "Affordable Housing Loan Promissory Note") of Borrower in the face amount of Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) ("Loan"), together with interest on such indebtedness according to the terms of the Affordable Housing Loan Promissory Note, and any or all amendments, modifications, extensions or renewals of the Affordable Housing Loan Promissory Note and the indebtedness and all other sums becoming due and payable to City, or Trustee, pursuant to the terms of this Loan Deed of Trust.

(b) Payment of such additional indebtedness, when evidenced by a promissory note or notes reciting the same to be secured by this Loan Deed of Trust, together with interest, as City at its sole discretion may advance to Borrower, or its successor in interest, from time to time and payment or performance of such other obligations as the then record owner of the Property may agree to pay or perform when evidenced by a promissory note or other instrument or agreement reciting that it is secured hereby.

(c) Performance and observance of all of the terms, covenants and conditions to be performed or observed by Borrower under this Loan Deed of Trust, the Affordable Housing Loan Promissory Note, that certain document entitled Affordable Housing Loan Agreement executed between the Borrower, and City (the “Affordable Housing Loan Agreement”) and any other document evidencing or securing the loan and any other document evidencing or securing the Affordable Housing Loan (all of which shall collectively be referred to as the “Affordable Housing Loan Documents”).

(d) Payment of all other obligations owed by Borrower to City that by their terms recite that they are secured by this Loan Deed of Trust.

(e) Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions of record as of the date of recordation of this Loan Deed of Trust.

4. TO PROTECT THE SECURITY OF THIS LOAN DEED OF TRUST,
BORROWER AGREES:

4.1 Maintenance of the Property.

(a) To keep the Property in a decent, safe, sanitary, rentable and tenantable condition and repair and permit no waste thereof;

(b) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;

(c) Not to construct any buildings or improvements on the Property, other than the buildings and improvements approved by City, or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;

(d) To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Loan Deed of Trust;

(e) To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

(f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without City's prior written consent; and

(g) Not to materially alter the use of all or any part of the Property without the prior written consent of City.

4.2 Insurance.

(a) To keep the Property including all furniture, equipment and other insured, with loss payable to City (subject to the right of senior lien holders), against loss or damage by fire and such other hazards, casualties and contingencies, including but not limited to flood insurance (if said property is located in a flood plain as designated by Federal Emergency Management Agency (FEMA)) and liability insurance under policies, approved by City, by companies licensed to do business in the State of California and Rated A- or higher in the most recent edition of Best Insurance Guide, on such forms and in such amounts, at least equal to the replacement value, as City may from time to time require, and to deliver certificates of all such policies to City, together with receipts, if requested, satisfactory to City evidencing the payment of the premiums. Specific insurance requirements are detailed in Exhibit D of the Affordable Housing Loan Agreement. Borrower shall provide City with thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Certificates evidencing renewal and any replacement policies, together with premium receipts, if requested, shall be delivered to City at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor City shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. CITY HEREBY DISCLOSES TO BORROWER IN WRITING THAT UNDER SECTION 2955.5 OF THE CALIFORNIA CIVIL CODE:

“No lender shall require a Borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

(b) Effective on the occurrence of any Event of Default, all of Borrower's right, title and interest in all policies of property insurance and any unearned premiums paid are assigned to City, who may assign them to any purchaser of the Property at any foreclosure.

(c) Trustor shall keep general liability insurance for the Property in the amount of one million and no/100 dollars (\$1,000,000) per occurrence and two million and no/100 dollars (\$2,000,000) in the aggregate, with City as additional insured.

4.3 Payment of Taxes and Charges. Borrower shall pay, when due, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property or upon Trustee's or City's interest in the Property. The Borrower shall have the right to contest in good faith any such amounts but in no event shall Borrower allow penalties or such other charges accrue because of late payments.

4.4 Payment and Discharge of Liens. Borrower shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and shall not at any time create or allow to exist any lien on the Property or any part thereof of any kind or nature other than this Loan Deed of Trust; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien; (b) such of the above claims as are, and only during the time they are being contested by Borrower in good faith and by appropriate legal proceedings; and (c) those matters affecting title which appeared in the title insurance policy or binder delivered to City at the time of recording of this Loan Deed of Trust or which have at any time been consented to in writing by City. Borrower shall post security for the payment of these contested claims as may be requested by City.

4.5 Rights of City to Remedy Defaults. If Borrower defaults in payment of any tax, assessment, lien, encumbrance, claim, insurance premium, or any other proper charge, in whole or in part, or defaults in the performance of any of the Affordable Housing Loan Documents beyond any applicable cure period, City at any time and from time to time, with notice to and following a demand upon Borrower, may make such payments or perform any such acts required of Borrower, to such extent and in any form or manner deemed expedient by City, and pay any other sums, expenses and charges, including attorney fees, necessary to protect the Property and the lien of this Loan Deed of Trust, without incurring any obligation or releasing Borrower from any obligations and without waiving or curing any default. City shall exercise reasonable judgment with respect to the validity, priority, and amount of any such tax, assessment, lien, premium, claim or charge so paid by it, and the necessity for the performance by City of any such obligation which Borrower was required but failed to perform. City, at its option, shall be subrogated to any tax, assessment, lien, premium, claim or charge which it has paid under these provisions and any such subrogation rights shall be additional and cumulative security to those set forth in the Affordable Housing Loan Documents. In the event that the Property is or becomes encumbered by liens or deed(s) of trust other than this Loan Deed of Trust, then a default under such other lien or deed(s) of trust shall constitute a default under this Loan Deed of Trust.

4.6 Repayment to City. Upon City's payment of any tax, assessment, lien, encumbrance, claim, insurance premium or other charge which Borrower fails to pay, or upon City's performance of any obligation which Borrower fails to perform, all as set forth in paragraph 4.5 above, the amount so paid or the cost of performing any such obligation, together with other sums paid or incurred by City, including charges, expenses and attorney fees relating to or growing out of such default, with interest thereon from date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be paid by Borrower to City upon written demand. For the purposes of this paragraph 4.6, the term ". . . charges, expenses and attorney fees relating to or growing out of such default . . ." shall include but not necessarily be limited to the cost of obtaining, after the filing of a notice of default but prior to the foreclosure sale, a "Phase I" environmental site assessment of the Property by a qualified environmental professional and, if warranted in the opinion of such professional, a "Phase II" assessment. The aggregate of all such amounts, including interest, shall be secured by the lien of this Loan Deed of Trust.

4.7 Defense of Actions and Payment of Costs. Borrower shall appear in and defend all actions and proceedings purporting to affect the Property or any right or power of City or Trustee hereunder, provided that City and Trustee, or either of them, may appear in and defend any such action or proceeding and City is authorized to pay, purchase or compromise on behalf of Borrower any lien or claim which in its judgment appears to or purports to affect the security of or to be superior to this Loan Deed of Trust except as provided in Section 5.19 hereof. Borrower shall pay on demand all sums so expended and all charges, expenses and attorney fees incurred, with interest from the date of expenditure at the lesser amount of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum. Borrower shall give City prompt written notice in writing of: (i) the assertion of any claim against the Property; (ii) the filing of an action or proceeding involving the Property; (iii) the occurrence of any damage to any of the Property; (iv) any condemnation of the Property; and (v) any other material nonmonetary default pertaining to the Property.

5. IT IS MUTUALLY AGREED THAT:

5.1 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of, or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property, or any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and paid to City. City is authorized and empowered (but not required) to collect and receive any such sums, and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as City shall determine at its option; City shall be entitled to settle and adjust all claims under insurance policies provided under this Loan Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by City may be released to Borrower upon such conditions as City may impose for its disposition. If it is determined that there are sufficient funds to restore or repair the Property proceeds should be used to restore or repair the Property. Application of all or any part of the amounts collected and received by City or the release thereof shall not cure or waive any default under this Loan Deed of Trust.

5.2 Sale, Forbearance and Late Payment.

(a) No sale of the Property, forbearances on the part of City or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

(b) City's acceptance of late payment of any sum shall not constitute a waiver of its rights to require prompt payment when due of all other indebtedness, or to declare a default for any failure so to pay, or to proceed with foreclosure or sale for any other default then existing. City's acceptance of partial payment of any sum after default shall not cure such default or affect any notice of default unless such notice of default is expressly revoked in writing by City.

5.3 City's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: City may, at its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness; (ii) extend the time for or agree to alter the terms of payment of any or all such indebtedness; and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and Trustee, acting pursuant to the written request of City, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.

5.4 Reconveyance. Upon written request of City stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by City, and upon surrender of this Loan Deed of Trust and the Affordable Housing Loan Promissory Note and any additional loan notes to Trustee for cancellation, and upon payment to Trustee of its fees and expenses, Trustee shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts, and profits of the Property to the person or persons legally entitled thereto.

5.5 Events of Default. Any one or more of the following events shall constitute a default under this Loan Deed of Trust, subject to any notice and/or cure period provided for in the Affordable Housing Loan Documents: (a) failure of the Borrower to pay the senior or junior lienholders indebtedness or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise, subject to all applicable grace periods; or (b) failure of Borrower to observe or to perform any material covenant, condition or agreement to be observed or performed by Borrower pursuant to the Affordable Housing Loan Documents; or (c) any representation or warranty made by the Borrower proves to be false or misleading in any material respect at the time such representation or warranty is made; (d) bankruptcy or insolvency of Borrower or any guarantor of the Borrower for the Affordable Housing Loan Documents; or (e) the occurrence of any event which, under the terms of the Affordable Housing Loan Documents and the expiration of all applicable notice and cure periods, shall entitle City to exercise the rights or remedies thereunder.

Notwithstanding anything to the contrary herein, if Borrower's tax credit investor limited partner offers to cure a Default by Borrower under the Affordable Housing Loan Documents, including this Loan Deed of Trust, City shall accept such offer on the same basis as if made or tendered by the Borrower.

5.6 Acceleration and Sale.

(a) Acceleration. In the event of any default as set forth in paragraph 5.6 above, City, without demand on Borrower, may declare all sums hereby secured immediately

due and payable by notice thereof to Borrower or by executing and recording or by causing the Trustee to execute and record a notice of default and election to cause the Property, and any personal property secured hereby, either separately or together, to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Loan Deed of Trust or by any other appropriate manner;

(b) Sale. After delivery to Trustee of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or City, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and of this Loan Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Affordable Housing Loan Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by City under this Loan Deed of Trust, or the Affordable Housing Loan Documents or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this Loan Deed of Trust, the Affordable Housing Loan Documents or any other such instrument, in such order as City shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

5.7 Entry Possession and Receivership. In the event of any default as set forth in paragraph above, and irrespective of whether City accelerates the maturity of all indebtedness secured hereby or files a notice of default hereunder, City at any time, without notice of demand or regard to the adequacy of any security for the indebtedness and obligations hereby secured, in person, or by any agent or employee, or by receiver appointed by a court, but subject to the rights of residential tenants at the Property, may enter upon and take the possession of the Property or any part thereof and Borrower agrees to surrender such possession to City, and perform any acts, including the right to rent, lease, operate and maintain any part of all of the Property, which City deems necessary or proper to conserve the Property, and may sue for or otherwise collect and receive all rents, royalties, issues, accounts and profits thereof, including those past due as well as those accruing thereafter. Borrower hereby presently assigns to City, absolutely and regardless of possession of the Property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of all or any part of the Property, now existing or hereafter made, reserving to Borrower only the right, prior to any such default, to collect and retain such rents as they become due, but not otherwise. Borrower shall on demand execute such further assignments to City of any or all such leases, agreements, rents or

monies as City may require, and deliver to City a fully executed original of any or all such leases or agreements. City, in person, or by any agent, employee or receiver, may also take possession of, and for these purposes use, any and all of Borrower's personal property contained in or on the Property and used by Borrower in the operation, rental or leasing thereof or any part thereof. The expenses (including, but not limited to, receiver's fees, attorney fees and agent's compensation) incurred by City pursuant to the power herein contained shall be secured hereby. City may bring or defend any legal action in connection with the Property, as it may deem proper, and may, from time to time, make all necessary or proper repairs, replacements and alterations to the Property, as to it may seem judicious, and may insure and reinsure the same, and may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to it may seem fit, including leases for terms expiring after the maturity of the indebtedness hereby secured, and may terminate and lease for any cause which would entitle Borrower to terminate it. After deducting the expenses of managing and operating the same and all maintenance, repairs, replacements and alterations and all payments which may be made for taxes, assessments, liens, claims, insurance premiums, or other proper charges of the Property or any part thereof, including fair and reasonable compensation for attorneys and for agents employed by City to manage and operate the Property, City may apply any and all remaining funds to the payment of the indebtedness hereby secured in such order and proportion as City may determine. Neither application of said amounts to such indebtedness nor any other action taken by City under this subparagraph shall cure or waive any default hereunder or nullify the effect of any such notice of default or invalidate any act done pursuant to such notice or any cause of action to foreclose this Loan Deed of Trust. The right to enter and take possession of the Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. City shall be liable to account only for such rents, royalties, issues, accounts and profits actually received by it,

5.8 Attorney Fees. If Trustee or City shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or City under this Loan Deed of Trust, or if City employs an attorney to collect any or all of the indebtedness hereby secured or to foreclose this Loan Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee and City shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon from the date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be secured hereby as provided in paragraphs 4.5, 4.6, and 4.7.

5.9 Exercise of Remedies; Delay. No exercise of any right or remedy by City or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by City or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.10 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to City, to be exercised at any time hereafter,

without specifying any reason therefor by filing a deed of appointment for record in the office where this Loan Deed of Trust is recorded, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever City deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

5.11 Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.

(a) This Loan Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of City as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants City a security interest in said items. This Loan Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of City (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Loan Deed of Trust. The types or items of collateral are described in paragraph 1 of this Loan Deed of Trust. Borrower agrees that City may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to City, upon City's request, and further authorizes City to file, with or without Borrower's signature, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as City may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as City may reasonably require. After the date hereof, and without the prior written consent of City (which consent shall not be unreasonably withheld, conditioned or delayed), Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted in the Affordable Housing Loan Documents. Upon an acceleration as provided in paragraph 5.7, City shall have the remedies of a secured party under the Uniform Commercial Code and, at City's option, may also invoke the other remedies provided in this Loan Deed of Trust and the Affordable Housing Loan Documents as to such items. In exercising any of said remedies, City may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of City's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Loan Deed of Trust, in the Affordable Housing Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as anyway derogating from or

impairing this Loan Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

(b) Similarly, the mention in any such financing statement of (i) compensation for damage to or destruction of the Property by insured casualty, or (ii) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (iii) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering in any manner any of City's rights as determined by this Loan Deed of Trust or impugning the priority of City's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of City in the event that any court or judge shall at any time hold with respect to (i), (ii) or (iii) of this paragraph that notice of City's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

5.12 Remedies Cumulative. No remedy herein contained or conferred upon City or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to City or Trustee but each 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.

5.13 Successors, Assigns, Gender, Number. The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

5.14 Headings. The headings are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Loan Deed of Trust, or of any particular provision, thereof, or the property construction thereof.

5.15 Actions on Behalf of City. Except as be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by City is required or permitted under this Loan Deed of Trust, such action shall be in writing.

5.16 Terms. The words "City" means City of Developmental Services, or any future owner or holder, including pledgee, of the indebtedness secured hereby.

5.17 Obligations of Borrower. If more than one person has executed this Loan Deed of Trust as "Borrower," the obligations of all such persons hereunder shall be joint and several.

5.18 Miscellaneous Provisions.

(a) Intentionally Omitted.

(b) **Governing Law; Severability.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. If any provision of this Loan Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

(c) **Indemnification.** Borrower shall indemnify and hold City, its officers and agents, harmless against any and all losses, claims, demands, penalties and liabilities which City, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Loan Deed of Trust and not assert any claim against City, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold City, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Loan Deed of Trust. Borrower shall pay City upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by City as a result of any legal action arising out of this Loan Deed of Trust. Notwithstanding the foregoing, the Borrower shall not be obligated to indemnify City against loss resulting from the gross negligence or willful misconduct of City.

(d) **Estoppel Certificate.** When requested by City, from time to time, the Borrower shall execute an estoppel certificate in favor of City, which certificate shall certify as to the absence of any default by City in the performance of its obligations hereunder or, if any such defaults exist, their existence as of the date of the certificate.

(e) **Set off.** Borrower shall not, under any circumstances, fail or delay to perform (or resist the enforcement of) any of its obligations to City in connection with this Loan Deed of Trust or any other contract, note or instrument executed by Borrower in favor of City because of any alleged offsetting claim or cause of action against City (or any indebtedness or obligation of City) which has not been confirmed in a final judgment of a court of competent jurisdiction (sustained on appeal, if any) against City. Borrower hereby waives any such rights of set off (or offset) which it might otherwise have with respect to any such claims or causes of action against City or any such obligations or indebtedness of City, unless and until such right of set off (or offset) is confirmed and liquidated by such final judgment. Borrower further waives any right which it might otherwise have (if any) to require a marshalling of any security of City, or to direct the order in which City pursues its rights or remedies with respect to any of its security.

5.19 **Recording Order and Subordination.** This Loan Deed of Trust regardless of order of recordation, is junior and subordinate to the senior deeds of trust, recorded concurrently herewith.

5.20 **Notices.** All notices required under this Loan Deed of Trust shall be delivered, by certified mail or overnight courier service, to the parties to this Loan Deed of Trust at the addresses set forth below.

City: City of Coachella
53-990 Enterprise Way

Coachella, CA 92236
Attn: City Manager

Borrower:

Tripoli CIC, LP
c/o Chelsea Investment Corporation
6339 Paseo Del Lago
Carlsbad, CA 92011
Attention: Cheri Hoffman, President

With copy to:

Winthrop & Weinstine, PA
225 South Sixth Street, Suite 3500
Minneapolis, MN 55426
Attn: Jon L. Peterson, Esq.

If to Borrower, with a copy to Borrower's limited partner:

USA Institutional Tripoli LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: Joanne D. Flanagan, Esq.

Space Intentionally Left Blank
[Signature page follows]

IN WITNESS WHEREOF, Borrower has executed this Loan Deed of Trust on the day and year set forth above. If a mailing address is set forth below its signature, and not otherwise, Borrower shall be deemed to have requested that a copy of any notice of default and of any notice of sale hereunder be mailed to it at such address.

BORROWER:

TRIPOLI CIC, LP,
a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation,
its Managing General Partner

By: _____
Juan P. Arroyo, Executive Vice President

By: CIC Tripoli, LLC,
a California limited liability company,
its Administrative General Partner

By: Chelsea Investment Corporation,
a California corporation,
its Manager

By: _____
Cheri Hoffman, President

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____,
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

March 23, 2023
Date Of Document

Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____,
personally appeared _____,

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

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Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

March 23, 2023
Date Of Document

Signer(s) Other Than Named Above

**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

PARCEL A:

PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY;

THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET;

THENCE NORTH 89° 54' EAST, 356.67 FEET;

THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 11;

THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO JEFFERY;

THENCE NORTH 36° 04' WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 161111;

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUD AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;
THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS;

THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY;

THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11;

THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS;

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 FEET;

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 FEET;

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04' 00" EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD;

THENCE NORTH 53° 56' 00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;

THENCE NORTH 36° 04' 00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;

THENCE SOUTH 53° 56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)