RECORDING REQUESTED BY:

Tustin Heritage Place, L.P.
c/o April Housing
300 S. Grand Avenue, 2nd Floor
Los Angeles, CA 90071

WHEN RECORDED RETURN TO:

ArentFox Schiff LLP
1301 Avenue of the Americas
42nd Floor
New York, NY 10019
Attn: Fannie Mae Recordable Documents

SPACE ABOVE LINE FOR
RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

APN: 432-141-09

STAND STILL AGREEMENT
(Heritage Place at Tustin)

This **STAND STILL AGREEMENT** (this "Agreement") is made as of the [_____] day of May, 2026 and entered into by and among: (i) **ORANGE COUNTY HOUSING AUTHORITY**, a public body, corporate and politic ("**Governmental Entity**"), (ii) **TUSTIN HERITAGE PLACE, L.P.**, a California limited partnership ("**Borrower**"), and (iii) for the benefit of **CBRE MULTIFAMILY CAPITAL, INC.**, a Delaware corporation, its successors and assigns ("**Lender**"). Each is a "**Party**" and together, the "**Parties**".

RECITALS

A. Pursuant to that certain Master Credit Facility Agreement dated as of August 23, 2022, executed by and between Lender and certain of Borrower's Affiliates and to which Borrower has joined as a party thereto (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lender has agreed to make a loan to Borrower and certain of Borrower's Affiliates, as evidenced by various Multifamily Notes, executed by Borrower and certain of its Affiliates and made payable to the order of Lender in the amount of the Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**"). Lender shall, from time to time, make advances to Borrower and certain of its Affiliates in accordance with the terms of the Loan Agreement (such advances, together with any advances made to Borrower and certain of its Affiliates on, prior to or after the date hereof pursuant to the Loan Agreement, the "**Loan**").

B. In addition to the Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**") that will be recorded among the official records of Orange County, California (**"Official Records"**), encumbering the property described in the Senior Security Instrument as the "**Property**", which is also described in Exhibit A to this Agreement. The Loan Agreement, the Note, and the Security Instrument, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**".

C. The Property is improved with a multi-family affordable housing project referred to as "Heritage Place at Tustin" that is located at 1101 Sycamore Avenue, Tustin, California ("**Project**").

D. Borrower and Governmental Entity executed that certain unrecorded Loan Agreement dated as of August 15, 2006, which set for the terms and conditions of a certain loan (the "**OCHA Loan**") that Borrower will pay in full as a condition of the new Loan, and other provisions affecting the use, operation, management and maintenance of the Property and Project. In connection with the OCHA Loan, Borrower and Governmental Entity entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants by and between Borrower and Subordinate lender, dated as of August 15th, 2006, which was recorded August 15, 2006, as Instrument Number 2006000545794 with the Official Records (the "**Regulatory Agreement**").

E. As a condition to making the Loan, Lender requires that Governmental Entity not exercise remedies under Sections 4, 5 and 13 of the Regulatory Agreement for a 60-day period following a notice to the Lender from the Governmental Entity of an Event of Default under the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to this Agreement.

F. Borrower and Governmental Entity 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. Governmental Entity shall not exercise any remedies under Sections 4, 5 and 13 of the Regulatory Agreement until the expiration of a 60-day period (the "**Stand Still Period**") following Lender's receipt from Governmental Entity of notice of an Event of Default under the Regulatory Agreement. Lender shall have the right, but not the obligation, to cure an Event of Default under the Regulatory Agreement during the Stand Still Period.

3. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

4. Satisfaction of Prior Indebtedness. Governmental Entity acknowledges and agrees that the OCHA Loan, owed by Borrower to Governmental Entity has been forgiven by the Governmental Entity or paid off, in all respects.

5. Indemnification. Inasmuch as the covenants, reservations, and restrictions of the Regulatory Agreement run with the land, any indemnification obligations of Borrower contained in the Regulatory Agreement will be deemed applicable to any successor in interest to Borrower, it is acknowledged and agreed, notwithstanding any other provision of the Regulatory Agreement to the contrary, that neither Lender nor any successor in interest to Lender will assume or take subject to any liability for the indemnification obligations of Borrower for acts or omissions of Borrower prior to any transfer of title to Lender, whether by foreclosure, deed in lieu of foreclosure, or comparable conversion of the Loan. Borrower shall remain liable under the Regulatory Agreement for its acts and omissions prior to any transfer of title to Lender.

6. Notice.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) United States Postal Service (USPS) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by reputable overnight courier or delivery service such as FedEx, UPS, or DHL; 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 USPS or 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, Governmental Entity 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 sending party or another party.

(d) Addresses for Notices

If to Borrower: Tustin Heritage Place, L.P.
c/o April Housing
300 S. Grand Avenue, 2nd Floor
Los Angeles, CA 90071

If to Lender: CBRE Multifamily, Inc.
15377 Memorial Drive, Suite 400
Houston, TX 77079

If to Governmental Entity:

Orange County Housing Authority
OC Community Resources/
OC Housing & Community Development
1501 E. St. Andrew Place, 1st Floor
Santa Ana, CA, 92705
Attn: Executive Director
With copy to: County Counsel

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

[signature pages on following pages]

BORROWER:

TUSTIN HERITAGE PLACE, L.P.,
a California limited partnership

By: AH SubGP 1092 Tustin LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Jaiye Falusi
Title: Managing Director and Vice President

ACKNOWLEDGMENT

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 _____)
) ss:
COUNTY OF _____)

On _____, _____, before me, _____, Notary Public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

TUSTIN HERITAGE PLACE, L.P.,
a California limited partnership

By: Riverside Charitable Corporation,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Kenneth S. Robertson
Title: President

ACKNOWLEDGMENT

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STATE OF _____)
) ss:
COUNTY OF _____)

On _____, _____, before me, _____, Notary Public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

LENDER:

CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation

By: _____
Name:
Title:

Address: 15377 Memorial Drive, Suite 400
Houston, TX 77079

With a copy to:

Fannie Mae (Multifamily)
Certification and Custody
Document Delivery Facility (DDF)
21240 Ridgetop Circle
Sterling, VA 20166

ACKNOWLEDGMENT

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STATE OF _____)
) ss:
COUNTY OF _____)

On _____, _____, before me, _____, Notary Public, 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_____

GOVERNMENTAL ENTITY

ORANGE COUNTY HOUSING AUTHORITY,
a public body, corporate and politic

By_____
Julia Bidwell, Executive Director,
Orange County Housing Authority

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By_____ Signed by: Jacqueline Guzman 8452584753D3488...

ACKNOWLEDGMENT

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)
) ss:
COUNTY OF _____)

On _____, _____, before me, _____, Notary Public, 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_____

Exhibit A

LEGAL DESCRIPTION OF HERITAGE PLACE AT TUSTIN

That certain parcel of land located in the City of Tustin, County of Orange, State of California, and legally described as follows:

THE SOUTHEASTERLY 264.00 FEET OF THE SOUTHWESTERLY ONE-HALF OF THE NORTHWESTERLY ONE-HALF OF THE SOUTHWESTERLY ONE-HALF OF LOT 49, AS SHOWN ON PLAT NO. 1 OF THE RANCHOS SANTIAGO DE SANTA ANA AND SAN JOAQUIN, RECORDED IN BOOK 5, PAGE 7, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2 OF RECORD OF SURVEY, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 71, PAGE 24 OF RECORD OF SURVEY, RECORDS OF ORANGE COUNTY; THENCE SOUTH 39° 59' 46" WEST 330.10 FEET TO A POINT ON THE CENTERLINE OF SYCAMORE AVENUE AS SHOWN ON SAID MAP; THENCE ALONG SAID CENTERLINE NORTH 50° 01' 15" WEST 264.00 FEET; THENCE NORTH 39° 59' 46" EAST 330.12 FEET; THENCE SOUTH 50° 01' 03" EAST 264.00 FEET TO SAID AFOREMENTIONED MOST EASTERLY CORNER OF LOT 2 OF RECORD OF SURVEY AND POINT OF BEGINNING.
APN: 432-141-09

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