

RECORDING REQUESTED BY:

_____ (Lender)

WHEN RECORDED RETURN TO:

_____ (attorney)

SPACE ABOVE LINE FOR
RECORDER'S USE

STAND STILL AGREEMENT

(CA- -)

THIS STANDSTILL AGREEMENT (this "Agreement") is made as of the day of
, 20 by and among ("Borrower"), ("Lender"), and the **CALIFORNIA
TAX CREDIT ALLOCATION COMMITTEE**, a public body ("CTCAC").

RECITALS:

A. Borrower is the Owner of that certain real property located in the County of ,
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. ("Original Owner"), Borrower's predecessor in interest as the owner of the
Project, received from CTCAC, 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. Original Owner and CTCAC 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 , as Instrument Number , as required by Section 42 of the
Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder
(collectively, "Section 42"). Borrower has assumed Original Owner's obligations under the
Regulatory Agreement pursuant to that certain Assignment and Assumption Agreement dated
, 20 , and recorded in the Official Records concurrently herewith.

E. Lender has made a loan to Borrower [enter financing information required by lender].

i. [enter financing information required by lender]

F. Section _____ of the Regulatory Agreement, which addresses the remedies of CTCAC, does not comply with the _____ (entity) Requirements.

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

H. Borrower and CTCAC 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. CTCAC shall not exercise any remedies under Section _____ of the Regulatory Agreement until the expiration of a 60 day period (the "Stand Still Period") following Lender's receipt from Borrower 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, CTCAC 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.

(d) Addresses for Notices

If to Borrower:

If to Lender:

To CTCAC: California Tax Credit Allocation Committee
901 P Street, Room 213A
Sacramento, CA 95814
Attn. Executive Director

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.

[DOCUMENT EXECUTION OCCURS ON THE FOLLOWING PAGES]