

**Recording Requested By and
When Recorded Mail To:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**TERMINATION OF REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS TERMINATION OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Termination Agreement") is made as of _____, 2026 (the "Termination Date"), by and between the County of Contra Costa, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("Issuer"), and Lakeside Apartments, L.P., a California limited partnership (the "Owner").

WHEREAS, Issuer and the Owner entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of June 1, 2004 (the "Regulatory Agreement"), recorded on May 27, 2005 as Document No. 2005-0192069-00 in the Official Records of the County of Contra Costa (the "Official Records"), in connection with the issuance of \$6,317,600 County of Contra Costa Multifamily Housing Revenue Bonds (Lakeside Apartments) 2004 Series A-1 (the "2004 Series A-1 Bonds"), \$1,020,000 County of Contra Costa Multifamily Housing Revenue Bonds (Lakeside Apartments) 2004 Series A-2 (the "2004 Series A-2 Bonds"), and \$4,462,400 County of Contra Costa Multifamily Housing Revenue Bonds (Lakeside Apartments) 2004 Series A-3 (the "2004 Series A-3 Bonds"; and, together with the 2004 Series A-1 Bonds and the 2004 Series A-2 Bonds, the "2004 Bonds") the proceeds of which were used to make a loan to the Owner to finance the multifamily housing rental project located on the property described in Exhibit A attached hereto (the "Property");

WHEREAS, the Regulatory Agreement provides that the Regulatory Agreement shall remain in full force and effect for the Qualified Project Period; and

WHEREAS, the 2004 Bonds have been redeemed on the Termination Date and are no longer outstanding;

WHEREAS, in connection with the redemption of the 2004 Bonds and the sale and transfer of the Property to Lakeside Recap, L.P., a California limited partnership (the "New Owner"), the Issuer and the New Owner have entered into a new Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____ 1, 2026 (the "New Regulatory Agreement"), thereby extending the Qualified Project Period (as defined in the New Regulatory Agreement) pursuant to the terms thereof; and

WHEREAS, in consideration of the execution and delivery of the New Regulatory Agreement, the Regulatory Agreement is hereby terminated in accordance with Section 14 thereof.

NOW, THEREFORE, the parties hereto acknowledge that the foregoing recitals are true and correct, and in consideration of the foregoing, the parties hereby agree as follows:

1. Termination and Release. In connection with the termination of the Regulatory Agreement, the Owner hereby represents and warrants to the Issuer that the Owner is, and has been for the term of the Qualified Project Period in material compliance with the terms of the Regulatory Agreement. Based on and in reliance on the foregoing, the parties acknowledge and agree that the Regulatory Agreement, and all and several of the terms thereof, have terminated, and shall be of no further force and effect, except as provided in Section 9, which provisions shall survive the termination of the Regulatory Agreement, and the Issuer shall continue to have the right to enforce the provisions of Section 9 in accordance with the terms of the Regulatory Agreement. Except as provided in Section 9 of the Regulatory Agreement, the Owner shall have no continuing obligations under the Regulatory Agreement upon recordation of this Termination in the Official Records of the County of Contra Costa. However, nothing in this Termination shall be construed as relieving the Owner of other contractual obligations or any statutory obligations, if any, including but not limited to California Government Code Section 65863.10.

2. New Owner Consent and Acknowledgement. New Owner hereby consents to and acknowledges its obligation, as owner of the Property, to comply with Section 9 of the Regulatory Agreement. New Owner hereby acknowledges receipt from the Owner of the records relating to the expenditure and investment of the tax exempt proceeds of the 2004 Bonds and the records regarding compliance with the low- and moderate-income housing requirements set forth in the Regulatory Agreement in compliance with Section 142 of the Code (defined in the Regulatory Agreement).

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

4. Capitalized Terms. Capitalized terms used but undefined herein shall have the meanings given to them in the Regulatory Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date indicated above.

ISSUER:

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____

John Kopchik,
Director, Department of Conservation and
Development

OWNER:

LAKESIDE APARTMENTS, L.P.,
a California limited partnership

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its general partner

By: _____

Name: _____

Its: _____

CONSENTED TO BY NEW OWNER:

LAKESIDE RECAP, L.P.,
a California limited partnership

By: RCD GP II LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____

Name: Daniel Sawislak

Its: Executive Director

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 names(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

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 names(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

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) ss.
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SIGNATURE OF NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[TO COME]