



RESPONSE TO NOTICE OF FUNDING AVAILABILITY (NOFA)

Sycamore Crossing Affordable Multifamily Rental Housing

City of Hercules

January 14, 2026



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1/Cover Letter

January 14, 2026

Tim Rood
Community Development Director
City of Hercules

Delivered via email: trood@herculesca.gov

Subject: Sycamore Crossing Affordable Housing Development NOFA Response

Dear Tim:

On behalf of Satellite Affordable Housing Associates (SAHA), I am pleased to present this application for funding assistance to develop a portion of the Sycamore Crossing site at Sycamore Avenue and San Pablo Avenue in partnership with the City. This NOFA presents an exciting opportunity to build 100 permanently affordable homes and make an important contribution toward the City's affordable housing needs. We would be honored to be selected to partner with the City to create a welcoming community that brings diverse housing opportunities to the people of Hercules.

SAHA is a nonprofit housing development corporation with over 50 years of experience in the field of developing and managing affordable housing. SAHA specializes in creating residential and mixed-use developments throughout the Bay Area for low and very low-income families, seniors, and people with special needs including those experiencing homelessness.

SAHA begins from the idea that every person deserves a home. Our work is inspired by a belief that quality homes and empowering services should be in reach for all members of our community and that despite the many obstacles to providing housing for people with modest incomes and special needs, this goal is possible. We currently house over 4,000 residents.

With a commitment to high-quality design and thoughtful, ongoing supportive services, we empower our residents to build better lives and create healthier, safer neighborhoods. With 75 affordable communities completed in the Bay Area and a pipeline of new projects in development, SAHA is one of the most impactful community-based nonprofit housing organizations in the region.

1/Cover Letter



EXPERIENCED TEAM

For the development of the Sycamore Crossing Affordable project, SAHA has assembled an experienced and resourceful team. Satellite Affordable Housing Associates (SAHA) will be the Developer and Owner (through a Limited Partnership structure) and will also provide Property Management and Resident Services coordination. Together with PYATOK architecture + urban design, we are confident we will deliver a highly livable new community where residents thrive. Pyatok, a firm with which SAHA has previously partnered on several projects including Alta Madrone, Flicker Bird Homes and Ancora Place, has proven expertise designing affordable housing that matches the character of the existing neighborhood.

SAHA Property Management employs a staff of over 115 professionals. Our property managers, assistant property managers, maintenance technicians, and custodians are supported and trained by property supervisors and the Director and Associate Director of Property Management. SAHA PM also include a Compliance Department overseeing the regulatory requirements for our properties. Our Facilities Department oversees capital improvement projects and facilities maintenance technicians.

Our team of more than 30 non-clinical resident service coordinators works at nearly every SAHA site, with the aim of fostering physical, emotional and cognitive health, authentic social connections, and a feeling that we live and work not just in a beautiful apartment building, but in a community where we are each known and valued. For residents with more acute needs, we provide services that allow residents to remain comfortably within their apartments despite changing abilities, and to live as independently as possible.

1/Cover Letter

Resident Services begin with case management and meeting basic needs through meal programs, public benefits access, health screening and access to care, and transportation services. From there we address a wide variety of individual needs including help with immigration and naturalization, medical-related planning and services including home health care and advance directives, legal assistance and mediation, and financial education. Activities may include a wide variety of on-site classes and groups including exercise classes, bicycle skills and repairs, quilting and embroidery, drum circles, choirs, dancing, walk groups, book clubs, meditation, intercultural potlucks, men's groups and ESL classes. Tenants Associations provide a vehicle for socializing as well as advocacy and communication between management and residents.

SAHA Transportation provides wheelchair-accessible van service between many of SAHA's residential communities and destinations in the community. Residents sign up for and receive transportation to shopping, medical appointments and recreational trips. Among low-income seniors, transportation provides critical access to medical providers and lifeline services, food access, and socialization activities. Transportation thus provides an enormous benefit to the quality of resident life at the buildings it serves, increases independence, and addresses conditions of isolation which create mental and physical health risks for seniors.

VISION FOR THE DEVELOPMENT

SAHA will transform this vacant 1.9 acre parcel, a portion of the larger Sycamore Crossing site, into a vibrant community of 100 deeply affordable homes targeted to individuals and families including 12 studio apartments, 38 one-bedroom apartments, 25 two-bedroom apartments and 25 three-bedroom apartments. SAHA proposes to develop a five-story building using affordable Type III-A wood-frame construction including surface parking for all units. The design includes numerous family-friendly common area amenities such as an acoustically-insulated music practice room, a bicycle repair station, an outdoor tot play area and wheelchair-accessible raised garden beds in a sunny spot where SAHA's Resident Services team will expand its successful gardening program.

To fund this transformation, SAHA requests \$5M of seed capital from the City of Hercules which will cover approximately 6% of the total development cost. SAHA proposes to leverage this City funding with tried and true funding sources: 4% Federal and State tax credits, California Strategic Growth Council & Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) Program, Federal Home Loan Bank of San Francisco's Affordable Housing Program, deferred developer fee, and a conventional, fixed-rate fully amortizing mortgage.

1/Cover Letter

CARE AND COMMITMENT

As a long-term owner manager, SAHA stewards its community assets through generations. All our renovations of our original developments underscore to us the importance of designing buildings with “good bones”: durable construction techniques and timeless, high-quality design. At Sycamore Crossing Affordable, SAHA will participate in the GreenPoint program and aims to achieve the highest Platinum level of certification through the use of a comprehensive suite of environmentally sustainable building features that considers everything from site selection to finish materials, from the foundation to the roof and everything in between. Additionally, SAHA will capitalize on its resident feedback loop to inform design with an eye toward accessibility by people of all abilities and uplifting, light-filled apartments.

We believe we are exceptionally qualified to assist you as a result of our extensive experience developing and managing affordable infill housing for families and special needs groups as well as our long history of collaborative partnerships with Cities and Counties. The attached materials describe in detail SAHA’s vision for this site as well as our experience and capabilities.

If you have questions about our proposal during the NOFA process, please direct them to me by phone 510-809-2754 or email estewart@sahahomes.org.

Sincerely,



Eve Stewart

Senior Vice President of Real Estate Development
1835 Alcatraz Avenue, Berkeley, California 94703
estewart@sahahomes.org / 510-809-2754

“Affordable Homes are the building blocks to transforming lives.”

-Susan Friedland, SAHA Chief Executive Officer

2/Project Description

On the Sycamore Crossing site, we propose to build a contextual and durable multigenerational community with rich community-centered amenities and wellness resources. The community will include 99 affordable apartment homes for families and individuals along with a host of amenities to support physical and spiritual wellbeing.

NEIGHBORHOOD

The area surrounding Sycamore Crossing in Hercules is centrally located within the city's primary commercial and civic corridor. The amenity-rich neighborhood includes grocery and pharmacy services along San Pablo Avenue, restaurants and neighborhood-serving retail within walking distance, and nearby civic and recreational resources including Refugio Valley Park and the Hercules Library. According to Walkscore.com, Sycamore Crossing has a Walk Score of 70 out of 100, categorized as Very Walkable so most errands can be accomplished on foot.

Bayside Park is within 0.2 miles and other nearby parks include Duck Pond Park, Frog Pad Park and Ohlone Park. Multiple schools and medical services are located within a short drive. San Pablo Avenue is a major regional arterial providing direct north-south connectivity, with Interstate 80 accessible approximately 0.3 mile to the northeast. The project will be installing a bus stop for Westcat's C3 & J Routes nearly adjacent to the site at the intersection of San Pablo Ave and Tsushima. WestCAT operates along San Pablo Avenue, offering multiple connections to regional transit and nearby BART stations. The site is 0.4 miles from a high quality transit stop at John Muir Parkway/San Pablo Av and 0.7 miles from the Hercules Transit Center.

SITE

The 1.883 acre, 82,023 square foot site is essentially flat with no notable, special or particularly unique features, topographical or otherwise, that may increase project costs. Its Planned Commercial Residential Mixed Use District (PC-R) zoning designation can accommodate the proposed affordable housing development in conjunction with State Density Bonus Law and will not require rezoning. During the entitlement process, SAHA intends to invoke State Density Bonus Law (California Government Code Sections 65915 – 65918) which essentially requires local jurisdictions to provide waivers and concessions in their application of existing zoning law during the entitlement of new housing developments comprised partially or entirely of affordable housing. SAHA intends to request concessions/waivers to the zoning requirements around density (units per acre) [check if this is needed], height and parking.

RESIDENT POPULATION

SAHA intends to build an affordable community geared toward large families, with at least half two- and three- bedroom units. One home will be occupied by SAHA staff as required by State law for all communities with 16 or more units. The remaining 99 homes will be affordable for households with incomes at or below 60% of the area median. On average, they will be affordable to households with incomes at or below 50% of the area median.

2/Project Description

BUILDING

SAHA proposes to develop 100 apartment homes in a single five-story building. The building will include 12 studio apartments, 38 one-bedroom apartments, 25 two-bedroom apartments and 25 three-bedroom apartments for a total of 175 bedrooms. The units are mostly laid out along double-loaded corridors for efficiency. The community is programmed with ample community space both inside and out. Inside there is a large, approximately 1,350 square foot community room with kitchenette and a computer lab that can accommodate all the residents of the building for hosting community wide meetings, game nights, movie nights and other activities. The Community Room is an indoor-outdoor space that spills out into a spacious courtyard. Wheelchair-accessible raised beds are located in a sunny spot for residents who enjoy growing their own herbs and vegetables. The courtyard also includes a tot play area and landscaping. Located on the ground floor is an acoustically insulated music practice room.

Peace of mind is considered in every aspect of the building and program design. At each floor, the corridors include windows for pleasant views and natural light. Residents will enter the building through a gracious lobby. An adjacent staircase will draw residents in and help encourage an active lifestyle. As safety is also a priority, the manager's office is located at the main entry to have a view of the front door, the elevators, and the street. A service provider's office also has a direct view of the entry area.

The size and scale of the building allows for affordable construction costs, as well as efficient operations and maintenance of the building. The building is fitting for its location between two major arterial streets and the proposed 52' building height is similar to the height of Aventine Apartments across the street. The proposed design is intended to fit seamlessly with the neighborhood context and will step down to relate to the lower density homes proposed immediately to the west. A significant factor in our architect selection of Pyatok is the firm's particular skill and sensitivity fitting neighborhood context.

GREEN BUILDING & CLIMATE RESILIENCY

This building will pursue an aggressive approach to sustainability and energy efficiency, and score platinum on the GreenPoint Rated scale. The rooftop will include a photovoltaic array. The all-electric building will not use any fossil fuels and will have high efficiency heat pumps to provide hot water as well as air conditioning, and will use heat recapture strategies to minimize any energy losses. Passive strategies like sun-shading of windows, and installing extra insulation and insulated glass, also prevent overheating or excessive heat loss. LED lighting and low-water plumbing fixtures will minimize the use of other resources. The landscaping will include native and low-water plant selections with smart irrigation that limits over-watering when soils are moist or there has been recent rainfall. Stormwater is naturally filtered on-site through raised planters before being released to recharge the groundwater system.

The building will be designed for resiliency due to climate change. Certain electric circuits designated as essential can be powered by battery backup in the event of a blackout, and a

2/Project Description

conventional gas generator in the event of an extended blackout. Electricity will be prioritized to these circuits in the event of a brown out. The community room air conditioning and electricity will be on prioritized circuits so that this room may function as a resiliency hub during extreme weather events. Offices, fire alarm and electronic key fob entry systems will also be on prioritized circuits.

Health of the residents is a priority, with each unit receiving mechanically filtered fresh air and having plenty of operable windows. The courtyard with its communal vegetable garden, ping-pong table, and multiple seating areas, will be pleasant all day long for active and passive activities. In the common areas, rooms and offices have multiple doors for cross-ventilation. The Community Room is an indoor-outdoor space that spills out into a long enclosed patio. Indoor air quality is a priority for the long-term health of residents with the use of natural and durable finish materials with low off-gassing.

SAHA does not currently envision using modular construction techniques for the proposed building simply because cost savings have been inconsistent at recent comparable developments. SAHA will continue to track the industry's evolution. If conditions mature, or if the City desires, SAHA will gladly perform a cost comparison analysis of modular vs. stick-built construction techniques for the proposed development

COMMUNITY PROCESS

A community engagement process will be necessary to confirm the assumptions made in this conceptual building design. Workshops to interact with the community at large, as well as community stakeholders including neighbors, resident advocates, and other local leaders, will be necessary. Through this process, our development team can identify architectural style choices that are appropriate and representative, and uncover other ways that this new community can truly serve Hercules and become a vital participant in neighborhood life.

Following please find conceptual plans and renderings that include basic site information.



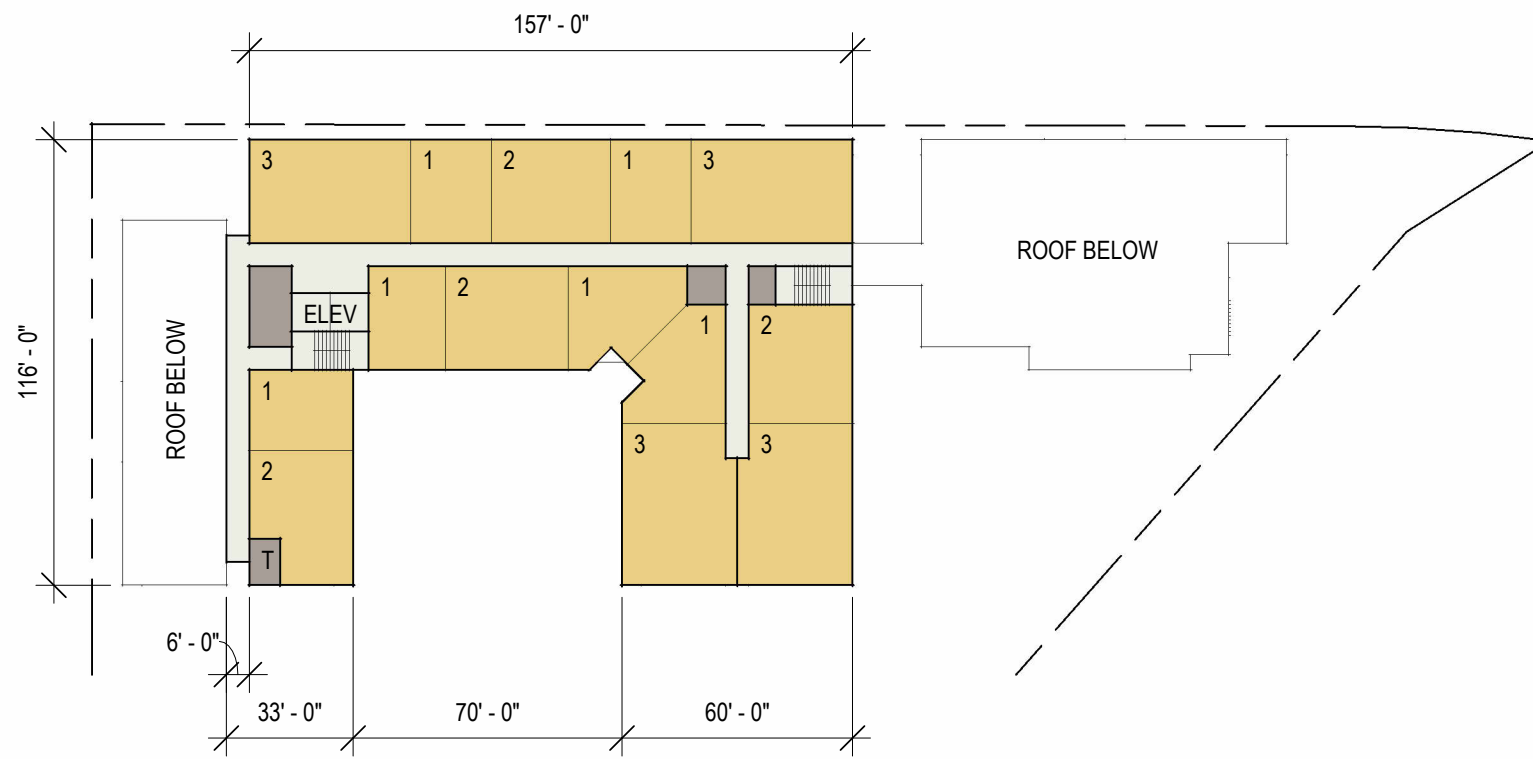
**SYCAMORE CROSSING
OPT. A-1, 5 STORIES**

1/14/2026

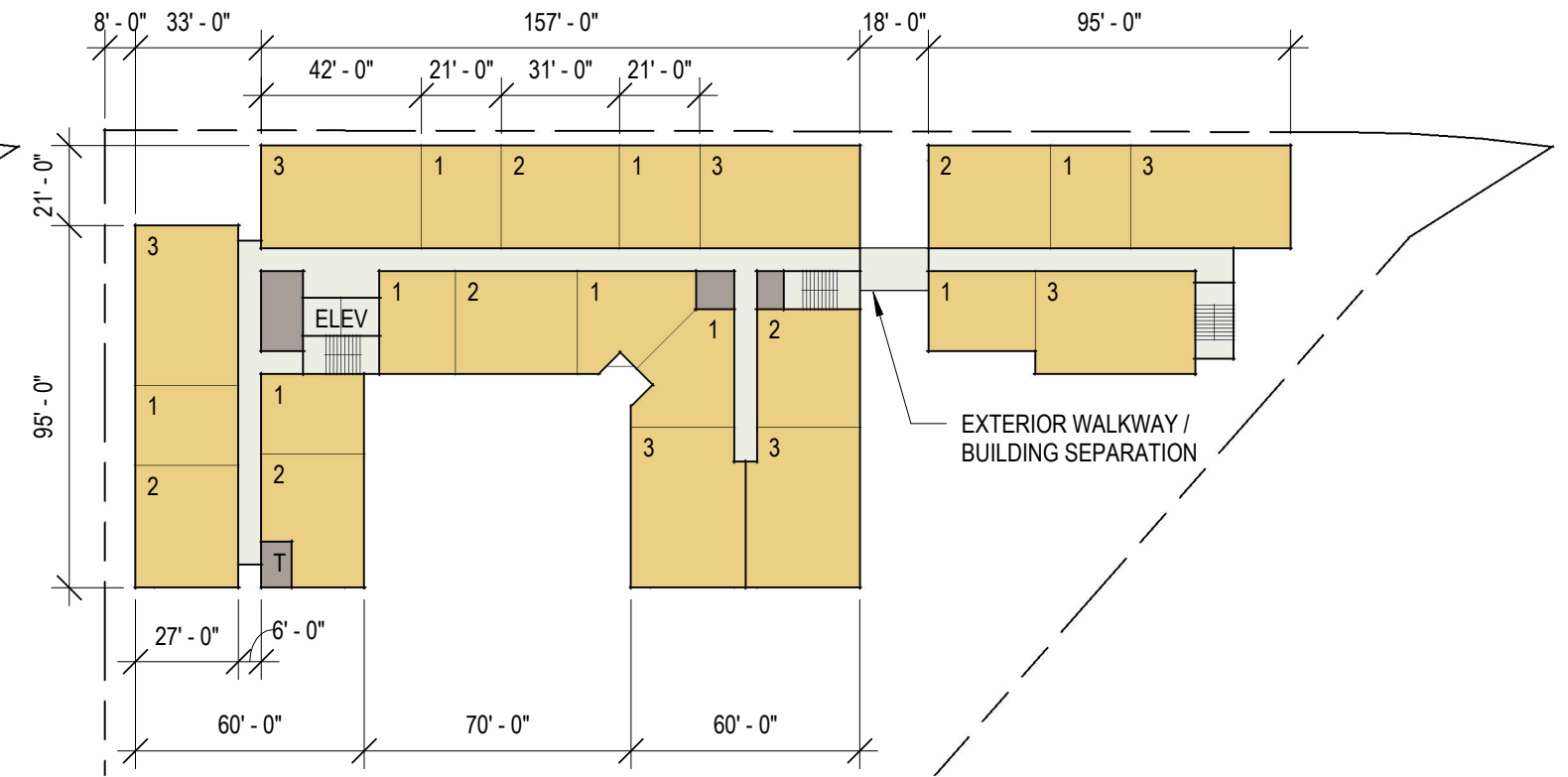
CONCEPT DESIGN - SITE PLAN

1.0





LEVEL 5 FLOOR PLAN



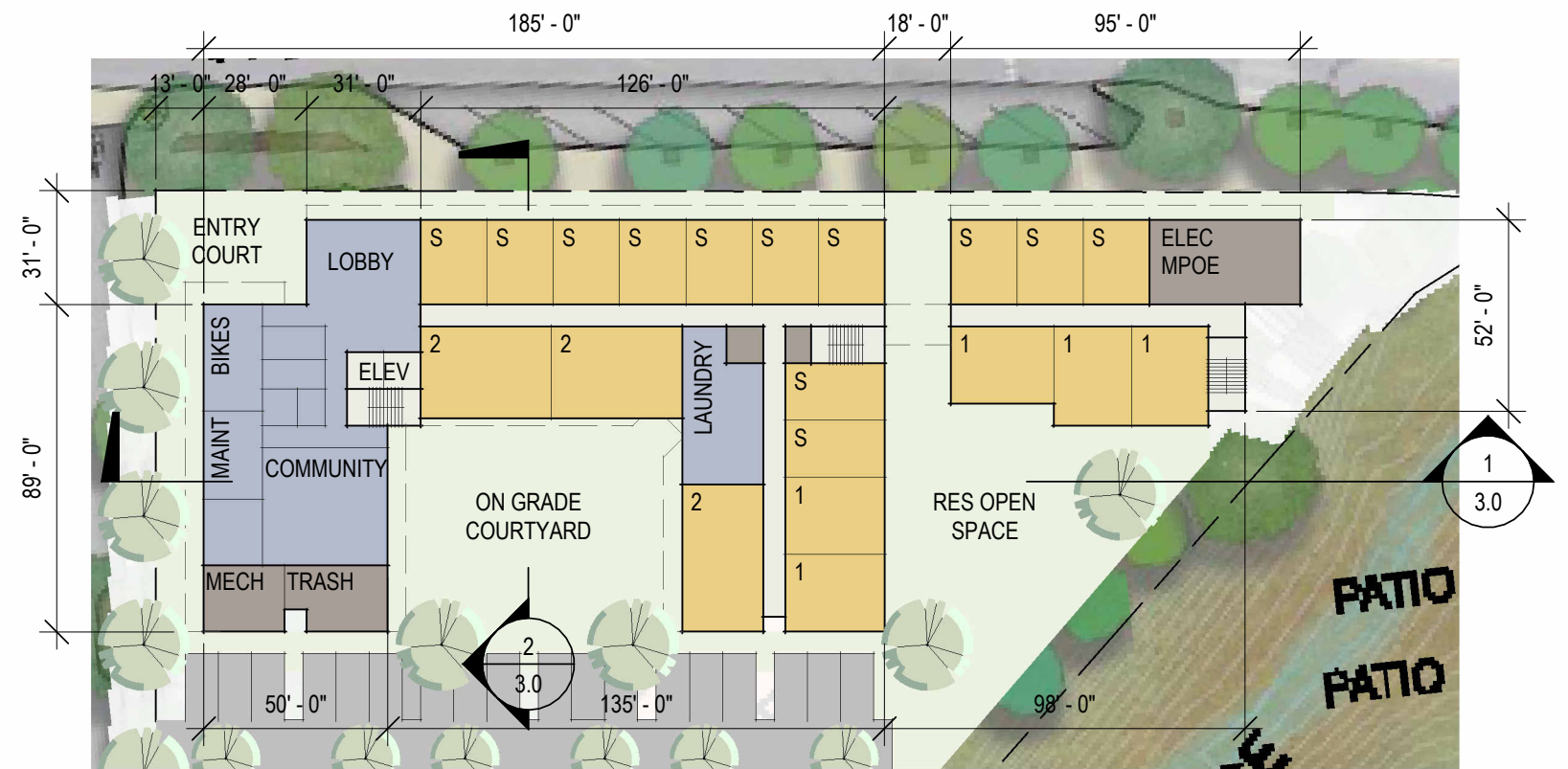
LEVEL 2-4 FLOOR PLAN

UNIT SUMMARY

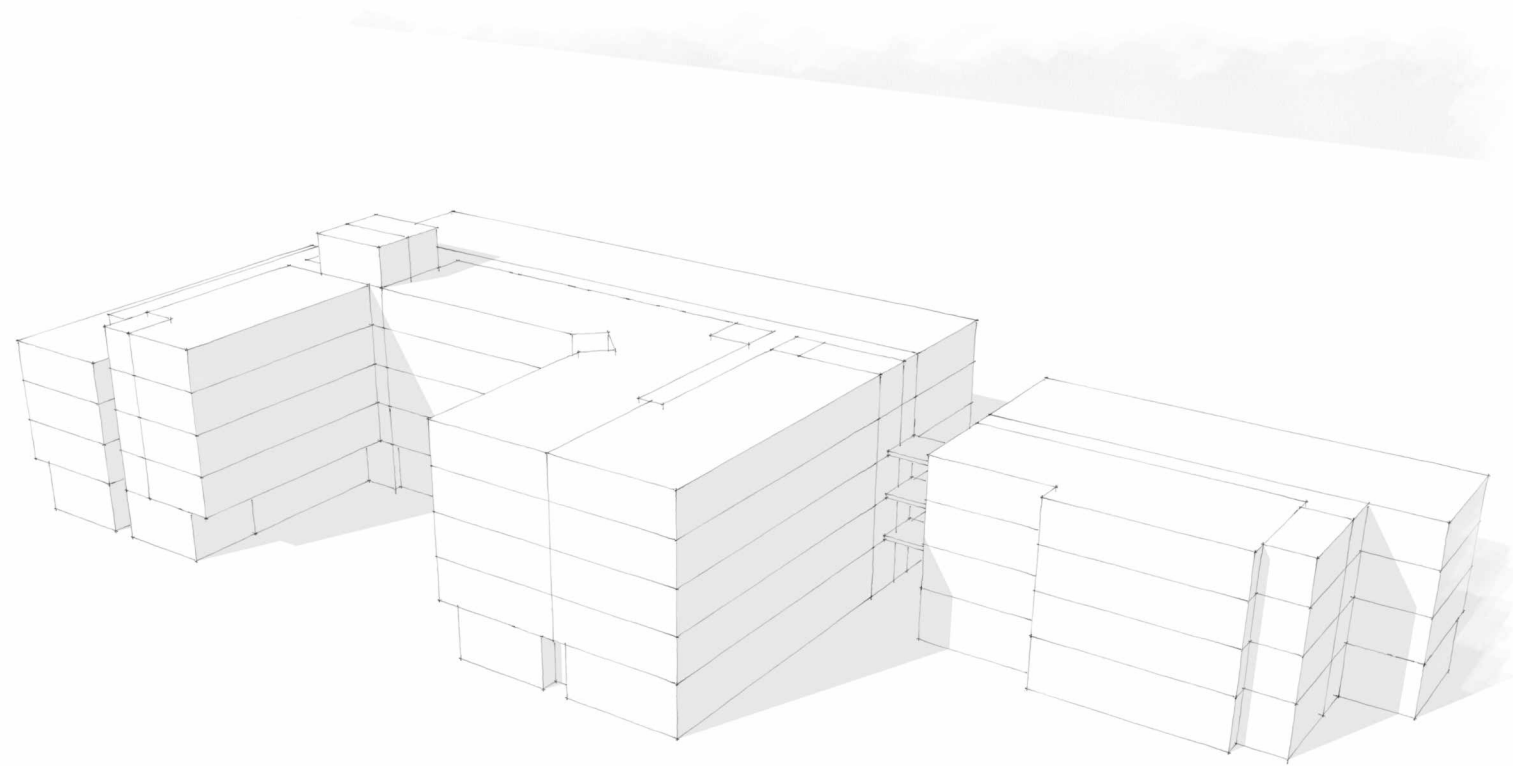
| LEVEL | STUDIO | 1-BR | 2-BR | 3-BR | TOTAL |
|--------------|-----------|-----------|-----------|-----------|------------|
| 1 | 12 | 5 | 3 | 0 | 20 |
| 2 | 0 | 9 | 6 | 7 | 22 |
| 3 | 0 | 9 | 6 | 7 | 22 |
| 4 | 0 | 9 | 6 | 7 | 22 |
| 5 | 0 | 6 | 4 | 4 | 14 |
| TOTAL | 12 | 38 | 25 | 25 | 100 |

CONCEPTUAL AREA SCHEDULE

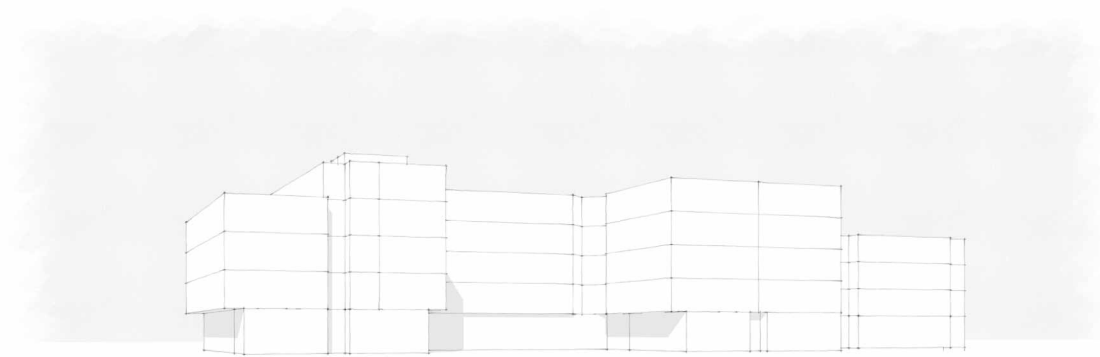
| PROGRAM | FLOOR AREA |
|--------------|-------------------|
| CIRCULATION | 15,900 SF |
| COMMON | 5,010 SF |
| RESIDENTIAL | 77,790 SF |
| SERVICE | 3,970 SF |
| TOTAL | 102,660 SF |



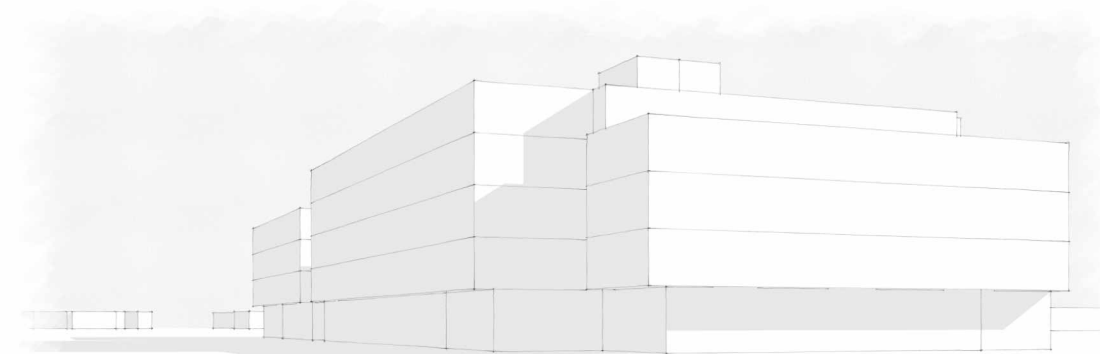
LEVEL 1 FLOOR PLAN



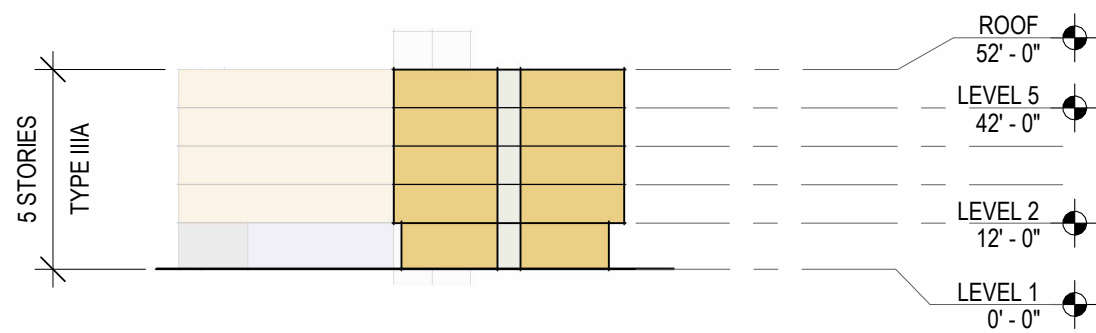
MASSING BIRD'S EYE PERSPECTIVE LOOKING NORTHWEST
NOT TO SCALE



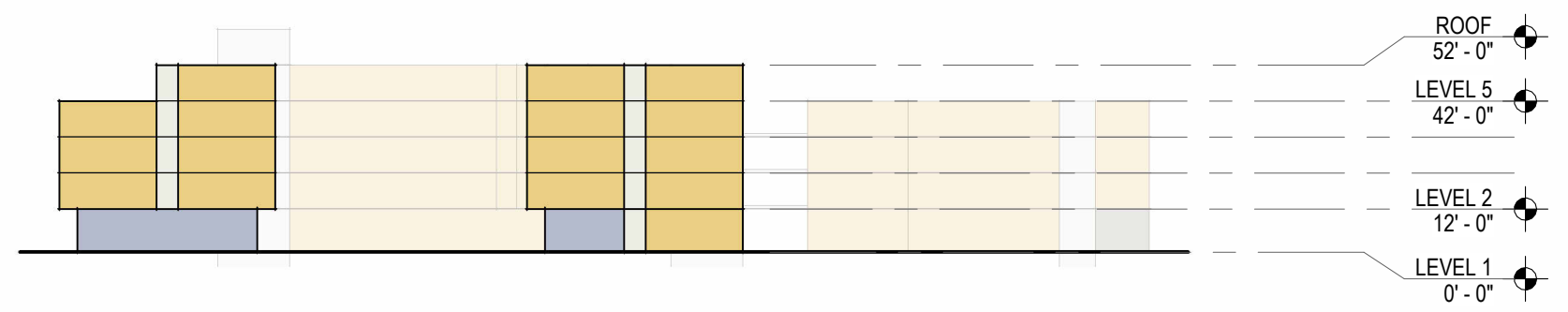
MASSING PERSPECTIVE LOOKING NORTH ON OHLONE PLACE
NOT TO SCALE



MASSING PERSPECTIVE LOOKING EAST ON SYCAMORE AVE.
NOT TO SCALE



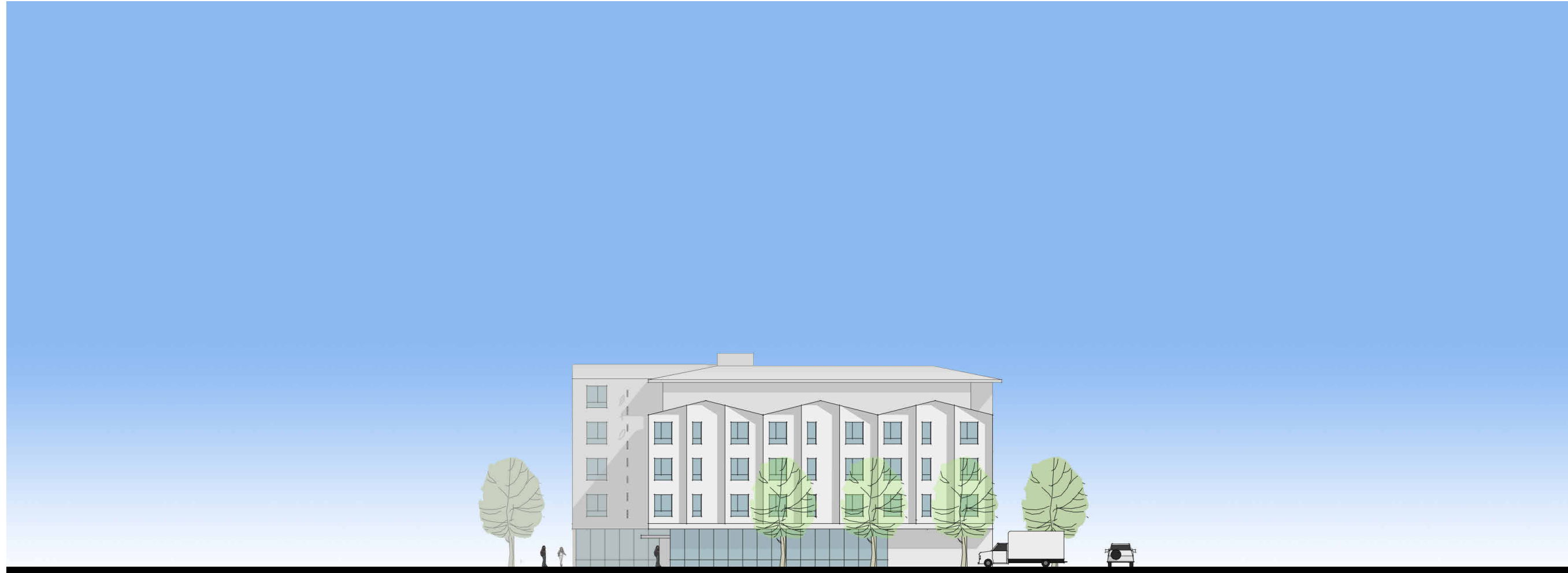
NORTH SOUTH SECTION



EAST WEST SECTION



SYCAMORE AVE. ELEVATION
1" = 30'



OHLONE CREEK PLACE ELEVATION
1" = 30'



PERSPECTIVE FROM SYCAMORE LOOKING WEST



PERSPECTIVE FROM SYCAMORE AT OHLONE CREEK PLACE

2/Project Description

CITY OF HERCULES HOUSING GOALS

Sycamore Crossing Affordable would directly advance the City of Hercules' Affordable Housing Policy by expanding the supply of long-term, deed-restricted housing affordable to very low- and low-income households, consistent with the City's stated goal of promoting a balanced and economically diverse community. By delivering a substantial number of multi-bedroom units subject to recorded Affordable Housing Covenants for a minimum of 55 years, the project would help address documented housing needs for families while ensuring ongoing compliance with City requirements related to tenant eligibility, affordability levels, occupancy standards, and annual monitoring. As a purpose-built affordable housing project, the development would complement the City's inclusionary and density bonus programs by producing units that are integrated into the community, built to the highest quality standards, and marketed and administered in coordination with any City requirements, supporting the City's long-term housing objectives and state-mandated affordability goals.

REGIONAL HOUSING NEEDS ALLOCATION (RHNA) NEEDS

The Sycamore Crossing Affordable project's proposed unit mix would help the City meet its remaining Regional Housing Needs Allocation (RHNA) needs. SAHA's proposal would provide Hercules 41 of the 344 Very Low income (50% AMI) units and 58 of the 197 Low income (80% AMI) units noted in the City's NOFA.

PROPOSED UNIT MIX

| Affordability | Studio | One Bdrm | Two Bdrm | Three Bdrm | Total |
|---------------|-----------|-----------|-----------|------------|------------|
| 30% | 1 | 4 | 3 | 3 | 11 |
| 50% | 6 | 12 | 6 | 6 | 30 |
| 60% | 5 | 22 | 15 | 16 | 58 |
| Managers Unit | - | - | 1 | - | 1 |
| TOTAL | 12 | 38 | 25 | 25 | 100 |

LOW AND MODERATE INCOME HOUSING ASSET FUND

The Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") includes all former redevelopment agency housing assets and is subject to expenditure requirements detailed in Health and Safety Code ("HSC") Section 34176.1. The City oversees expenditure of the Housing Asset Fund. SAHA has requested the \$5.0 million in Housing Asset Funds available for project funding through this NOFA. Based on the 11 extremely low income (ELI) units provided in the project, \$1.5 million can be allocated to assist extremely low income rental households earning 30% or less of the AMI with the balance of \$3.5 million serving low income households all below 60% of AMI.

3/Financing Plan and Proforma

To finance the build-out of the Sycamore Crossing Affordable community, SAHA proposes to use Low-Income Housing Tax Credits and a soft loan from the City of Hercules, along with several other gap sources.

LOW-INCOME HOUSING TAX CREDITS

SAHA anticipates generating approximately \$31,319,886 of tax credit equity all from Federal tax credits which includes a 30% boost due to its location in a 2026 Difficult Development Area. SAHA is assuming an all-in investor pay-in rate of \$0.85 per federal tax credit.

CITY OF HERCULES SOFT LOAN

SAHA requests a 55-year soft loan of \$5M from the City of Hercules for site acquisition, pre-development, construction and permanent financing. This funding will cover approximately 6% of the total development cost. We recognize that this is a substantial ask. SAHA keeps abreast of local, regional, state and federal affordable housing funding opportunities and commits to leverage this precious funding opportunistically as much as possible. SAHA has experience with successor agency funding from its experience on Tabora Gardens Senior Apartments and Alta Madrone.

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC)

SAHA anticipates receiving a \$26,350,208 loan from the California Strategic Growth Council & Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) Program.

CONVENTIONAL PERMANENT LOAN

SAHA anticipates originating a \$11,454,378, tax-exempt, permanent loan from a to-be-determined private lender. We assume an interest rate of 6.65%.

AFFORDABLE HOUSING PROGRAM

SAHA anticipates that the proposed project will be competitive for \$1,500,000 of funding from the Federal Home Loan Bank of San Francisco's Affordable Housing Program.

DEFERRED DEVELOPER FEE

To round out the funding mix, SAHA proposes to voluntarily defer a \$1,145,213 portion of its developer fee to be paid from a priority distribution of surplus cash flow during operations.

CONSTRUCTION LOAN

SAHA will fund construction with a tax-exempt construction loan with a blended interest rate of 6.52%. The projected 32 month term will extend from groundbreaking until conversion to permanent financing at which time it will be paid off with tax credit syndication proceeds, additional soft debt and conventional debt.

PROJECT SUMMARY **Satellite Affordable Housing Associates (SAHA) Hercules- Sycamore Crossing Large Family LIHTC**

99 units plus 1 mgr. unit & 100 surface parking spaces Tax-Exempt Bonds + AHSC + 4% Credits
 New Construction Non-Rural
 Large Family project QCT-No DDA-Yes

| Permanent Sources | | | | |
|---|----------------------|-------|--------|-------------------|
| Source | Amount | Rate | Amort. | \$/Unit |
| Investor Equity - 4% Federal Credit | \$ 31,319,886 | | | \$ 313,199 |
| AHSC | \$ 26,350,208 | | | \$ 263,502 |
| Permanent Mortgage | \$ 11,454,378 | 6.65% | 35 | \$ 114,544 |
| Developer GP Contribution and Deferred De | \$ 5,684,157 | | | \$ 56,842 |
| FHLB AHP | \$ 1,500,000 | | | \$ 15,000 |
| Hercules NOFA | \$ 5,000,000 | | | \$ 50,000 |
| | \$ 81,308,629 | | | \$ 813,086 |

| Permanent Uses | | |
|--------------------------------------|----------------------|-------------------|
| Use | Amount | \$/Unit |
| Land Costs | \$ 3,400,000 | \$ 34,000 |
| Permits, Fees, & A/E | \$ 6,931,204 | \$ 69,312 |
| Construction (Sticks & Bricks) | \$ 46,694,156 | \$ 466,942 |
| OffSites | \$ - | \$ - |
| Legal, Insurance, Etc | \$ 2,436,073 | \$ 24,361 |
| Lease-Up Costs | \$ 360,883 | \$ 3,609 |
| Reserves | \$ 901,477 | \$ 9,015 |
| Financing Costs | \$ 7,991,172 | \$ 79,912 |
| Developer Fee (Cash) | \$ 3,842,078 | \$ 38,421 |
| Syndication Costs, Deferred Fee Etc. | \$ 6,043,500 | \$ 60,435 |
| Contingency & Reserves | \$ 2,708,087 | \$ 27,081 |
| | \$ 81,308,630 | \$ 813,086 |

| Unit Mix | | |
|---------------|-------------|------------|
| Bedrooms | % of Units | # |
| Studio | 12% | 12 |
| One Bedroom | 38% | 38 |
| Two Bedroom | 25% | 25 |
| Three Bedroom | 25% | 25 |
| | 100% | 100 |

| Construction Sources | | |
|-------------------------------------|----------------------|-------------------|
| Source | Amount | \$/Unit |
| Construction Loan | \$ 63,650,406 | \$ 636,504 |
| Investor Equity - 4% Federal Credit | \$ 3,131,989 | \$ 31,320 |
| AHSC | \$ - | \$ - |
| Hercules NOFA | \$ 5,000,000 | \$ 50,000 |
| Permanent Mortgage | \$ - | \$ - |
| | \$ 71,782,395 | \$ 717,824 |

| Affordability/Rents & AMI Levels | | | | | |
|----------------------------------|--------------|-----------|------------|----------|-------|
| Source | AMI | Bedrooms | # | Net Rent | UA |
| TCAC | 30% | Studio | 6 | \$772 | \$67 |
| TCAC | 50% | Studio | 1 | \$1,331 | \$67 |
| TCAC | 60% | Studio | 5 | \$1,611 | \$67 |
| TCAC | 30% | 1 Bedroom | 12 | \$818 | \$81 |
| TCAC | 50% | 1 Bedroom | 4 | \$1,417 | \$81 |
| TCAC | 60% | 1 Bedroom | 22 | \$1,717 | \$81 |
| TCAC | 30% | 2 Bedroom | 6 | \$966 | \$113 |
| TCAC | 50% | 2 Bedroom | 3 | \$1,685 | \$113 |
| TCAC | 60% | 2 Bedroom | 15 | \$2,045 | \$113 |
| TCAC | 30% | 3 Bedroom | 6 | \$1,104 | \$142 |
| TCAC | 50% | 3 Bedroom | 3 | \$1,935 | \$142 |
| TCAC | 60% | 3 Bedroom | 16 | \$2,351 | \$142 |
| Manager | | 2 bedroom | 1 | - | - |
| Total | 53.6% | | 100 | | |

| Operating Expenses | | |
|-------------------------|-------------------|-----------------|
| Expense | \$ | \$/Unit |
| Administrative | \$ 95,040 | \$ 950 |
| Management | \$ 83,160 | \$ 832 |
| Utilities | \$ 89,100 | \$ 891 |
| Payroll & Payroll Taxes | \$ 380,160 | \$ 3,802 |
| Insurance | \$ 71,280 | \$ 713 |
| Maintenance | \$ 148,500 | \$ 1,485 |
| Service Amenities | \$ 95,040 | \$ 950 |
| Taxes | \$ 23,760 | \$ 238 |
| Monitoring Fees | \$ 5,940 | \$ 59 |
| Real Estate Taxes | \$ 594 | \$ 6 |
| Total | \$ 992,574 | \$ 9,926 |

| Financial Assumptions | | | |
|--------------------------|----------------|--------------|-------|
| Duration | Months | Loan Tranche | Rate |
| Construction Period | 22 mos. | Tax Exempt | 6.35% |
| Lease up Period | 4 mos. | Taxable | 6.60% |
| Months to Perm. Close | 6 mos. | Blended | 6.52% |
| Construction Loan | 32 mos. | | |

| Project & Finance Schedule | | |
|----------------------------|--------|-------|
| Event | Date | Notes |
| Construction Close | Oct-28 | |
| Cert. of Occupancy | Jul-30 | |
| Perm Conversion | May-31 | |
| 8609s | Nov-31 | |

| Tax Credit Info | | |
|-----------------------|--------|----------|
| Basis Boost | Yes | 2026 DDA |
| Opportunity Map Score | Low | |
| Tax Credit Pricing | \$0.85 | |

Hercules- Sycamore Crossing Large Family LIHTC

30-Year Cash Flow

| Income/Expenses | Growth Factor / Assumption | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|----------------------------|-----------------------|----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | All Years | Year 1-10 | Year 11+ | | | | | | | | | | |
| Tenant Rental Income - Affordable | | 2.50% | 3.00% | 2,322,790 | 2,380,860 | 2,440,381 | 2,501,391 | 2,563,926 | 2,628,024 | 2,693,724 | 2,761,068 | 2,830,094 | 2,900,847 |
| Misc. Income | 1.00% | | | 14,256 | 14,399 | 14,543 | 14,688 | 14,835 | 14,983 | 15,133 | 15,284 | 15,437 | 15,592 |
| Gross Scheduled Income | | | | 2,337,046 | 2,395,258 | 2,454,924 | 2,516,079 | 2,578,761 | 2,643,007 | 2,708,857 | 2,776,352 | 2,845,531 | 2,916,438 |
| less Vacancy/Collection Loss - Residential | 5.00% | | | (116,852) | (119,763) | (122,746) | (125,804) | (128,938) | (132,150) | (135,443) | (138,818) | (142,277) | (145,822) |
| Effective Gross Income | | | | 2,220,194 | 2,275,496 | 2,332,178 | 2,390,275 | 2,449,822 | 2,510,857 | 2,573,415 | 2,637,534 | 2,703,255 | 2,770,616 |
| less Operating Expenses Residential | 3.50% | | | (1,030,009) | (1,066,059) | (1,103,371) | (1,141,989) | (1,181,959) | (1,223,328) | (1,266,144) | (1,310,459) | (1,356,325) | (1,403,797) |
| less Operating Expenses/Debt Service Commercial | 3.50% | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| less Resident Services | 3.50% | | | (112,878) | (116,828) | (120,917) | (125,150) | (129,530) | (134,063) | (138,756) | (143,612) | (148,638) | (153,841) |
| less Property Taxes | 3.50% | | | (705) | (730) | (756) | (782) | (810) | (838) | (867) | (898) | (929) | (962) |
| less Replacement Reserves | 3.50% | | | (28,219) | (29,207) | (30,229) | (31,287) | (32,382) | (33,516) | (34,689) | (35,903) | (37,160) | (38,460) |
| less Monitoring and Other Ongoing Capital Fees | 2.00% | | | (6,558) | (6,689) | (6,823) | (6,960) | (7,099) | (7,241) | (7,386) | (7,533) | (7,684) | (7,838) |
| Ground Lease + State Admin Costs | 2.00% | | | (312,547) | (318,798) | (325,174) | (331,678) | (338,311) | (345,077) | (351,979) | (359,018) | (366,199) | (373,523) |
| Net Operating Income | | | | 729,277 | 737,183 | 744,906 | 752,429 | 759,732 | 766,794 | 773,594 | 780,111 | 786,320 | 792,197 |
| HARD DEBT PAYMENTS | | | | | | | | | | | | | |
| Conventional Debt | | | | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) |
| Debt Coverage Ratio | | | | 1.16 | 1.17 | 1.18 | 1.20 | 1.21 | 1.22 | 1.23 | 1.24 | 1.25 | 1.26 |
| DISTRIBUTABLE CASH FLOW | | | | 99,918 | 107,824 | 115,547 | 123,070 | 130,373 | 137,435 | 144,235 | 150,752 | 156,961 | 162,838 |
| less Partnership Management Fee | 3.00% | | | (35,000) | (36,050) | (37,132) | (38,245) | (39,393) | (40,575) | (41,792) | (43,046) | (44,337) | (45,667) |
| less Investor Asset Management Fee | 3.00% | | | (5,000) | (5,150) | (5,305) | (5,464) | (5,628) | (5,796) | (5,970) | (6,149) | (6,334) | (6,524) |
| Support from Operating Reserves | | | | - | - | - | - | - | - | - | - | - | - |
| Net Cash Flow | | | | 59,918 | 66,624 | 73,111 | 79,361 | 85,352 | 91,064 | 96,473 | 101,557 | 106,290 | 110,647 |
| Cash Flow Distribution | Initial | Distribution % | | | | | | | | | | | |
| Deferred Developer Fee | 1,145,213 | 100.0% | | 59,918 | 66,624 | 73,111 | 79,361 | 85,352 | 91,064 | 96,473 | 101,557 | 106,290 | 110,647 |
| Residual Receipts | | 100.0% | | - | - | - | - | - | - | - | - | - | - |

Hercules- Sycamore Crossing Large Family LIHTC

30-Year Cash Flow

| | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Income/Expenses | | | | | | | | | | | | |
| Tenant Rental Income - Affordable | 2,987,872 | 3,077,508 | 3,169,833 | 3,264,928 | 3,362,876 | 3,463,762 | 3,567,675 | 3,674,706 | 3,784,947 | 3,898,495 | 4,015,450 | 4,135,914 |
| Misc. Income | 15,747 | 15,905 | 16,064 | 16,225 | 16,387 | 16,551 | 16,716 | 16,883 | 17,052 | 17,223 | 17,395 | 17,569 |
| ----- | | | | | | | | | | | | |
| Gross Scheduled Income | 3,003,619 | 3,093,413 | 3,185,897 | 3,281,153 | 3,379,263 | 3,480,313 | 3,584,392 | 3,691,589 | 3,801,999 | 3,915,718 | 4,032,845 | 4,153,483 |
| less Vacancy/Collection Loss - Residential | (150,181) | (154,671) | (159,295) | (164,058) | (168,963) | (174,016) | (179,220) | (184,579) | (190,100) | (195,786) | (201,642) | (207,674) |
| ----- | | | | | | | | | | | | |
| Effective Gross Income | 2,853,438 | 2,938,742 | 3,026,603 | 3,117,095 | 3,210,300 | 3,306,298 | 3,405,172 | 3,507,010 | 3,611,899 | 3,719,932 | 3,831,203 | 3,945,808 |
| ----- | | | | | | | | | | | | |
| less Operating Expenses Residential | (1,452,930) | (1,503,782) | (1,556,414) | (1,610,889) | (1,667,270) | (1,725,624) | (1,786,021) | (1,848,532) | (1,913,231) | (1,980,194) | (2,049,501) | (2,121,233) |
| less Operating Expenses/Debt Service Commercial | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| less Resident Services | (159,225) | (164,798) | (170,566) | (176,536) | (182,715) | (189,110) | (195,728) | (202,579) | (209,669) | (217,008) | (224,603) | (232,464) |
| less Property Taxes | (995) | (1,030) | (1,066) | (1,103) | (1,142) | (1,182) | (1,223) | (1,266) | (1,310) | (1,356) | (1,404) | (1,453) |
| less Replacement Reserves | (39,806) | (41,200) | (42,641) | (44,134) | (45,679) | (47,277) | (48,932) | (50,645) | (52,417) | (54,252) | (56,151) | (58,116) |
| less Monitoring and Other Ongoing Capital Fees | (7,994) | (8,154) | (8,317) | (8,484) | (8,653) | (8,827) | (9,003) | (9,183) | (9,367) | (9,554) | (9,745) | (9,940) |
| Ground Lease + State Admin Costs | (380,993) | (388,613) | (396,385) | (404,313) | (412,399) | (420,647) | (429,060) | (437,641) | (446,394) | (455,322) | (464,429) | (473,717) |
| ----- | | | | | | | | | | | | |
| Net Operating Income | 811,495 | 831,165 | 851,212 | 871,637 | 892,442 | 913,630 | 935,204 | 957,163 | 979,510 | 1,002,246 | 1,025,371 | 1,048,885 |
| ----- | | | | | | | | | | | | |
| HARD DEBT PAYMENTS | | | | | | | | | | | | |
| Conventional Debt | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) |
| Debt Coverage Ratio | 1.29 | 1.32 | 1.35 | 1.38 | 1.42 | 1.45 | 1.49 | 1.52 | 1.56 | 1.59 | 1.63 | 1.67 |
| ----- | | | | | | | | | | | | |
| DISTRIBUTABLE CASH FLOW | 182,136 | 201,806 | 221,853 | 242,278 | 263,083 | 284,271 | 305,845 | 327,804 | 350,151 | 372,887 | 396,012 | 419,526 |
| less Partnership Management Fee | (47,037) | (48,448) | (49,902) | (51,399) | (52,941) | (54,529) | (56,165) | (57,850) | (59,585) | (61,373) | (63,214) | (65,110) |
| less Investor Asset Management Fee | (6,720) | (6,921) | (7,129) | (7,343) | (7,563) | (7,790) | (8,024) | (8,264) | (8,512) | (8,768) | (9,031) | (9,301) |
| Support from Operating Reserves | - | - | - | - | - | - | - | - | - | - | - | - |
| ===== | | | | | | | | | | | | |
| Net Cash Flow | 128,379 | 146,437 | 164,822 | 183,536 | 202,579 | 221,953 | 241,656 | 261,690 | 282,054 | 302,747 | 323,768 | 345,114 |
| ===== | | | | | | | | | | | | |
| Cash Flow Distribution | | | | | | | | | | | | |
| Deferred Developer Fee | 128,379 | 146,437 | - | - | - | - | - | - | - | - | - | - |
| Residual Receipts | - | 0 | 164,822 | 183,536 | 202,579 | 221,953 | 241,656 | 261,690 | 282,054 | 302,747 | 323,768 | 345,114 |

Hercules- Sycamore Crossing Large Family LIHTC

30-Year Cash Flow

| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Income/Expenses | | | | | | | | |
| Tenant Rental Income - Affordable | 4,259,991 | 4,387,791 | 4,519,424 | 4,655,007 | 4,794,657 | 4,938,497 | 5,086,652 | 5,239,252 |
| Misc. Income | 17,745 | 17,922 | 18,101 | 18,282 | 18,465 | 18,650 | 18,836 | 19,025 |
| ----- | | | | | | | | |
| Gross Scheduled Income | 4,277,736 | 4,405,713 | 4,537,526 | 4,673,290 | 4,813,123 | 4,957,147 | 5,105,488 | 5,258,276 |
| less Vacancy/Collection Loss - Residential | (213,887) | (220,286) | (226,876) | (233,664) | (240,656) | (247,857) | (255,274) | (262,914) |
| ----- | | | | | | | | |
| Effective Gross Income | 4,063,849 | 4,185,427 | 4,310,649 | 4,439,625 | 4,572,466 | 4,709,290 | 4,850,214 | 4,995,362 |
| ----- | | | | | | | | |
| less Operating Expenses Residential | (2,195,476) | (2,272,318) | (2,351,849) | (2,434,164) | (2,519,360) | (2,607,537) | (2,698,801) | (2,793,259) |
| less Operating Expenses/Debt Service Commercial | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| less Resident Services | (240,600) | (249,021) | (257,737) | (266,758) | (276,094) | (285,757) | (295,759) | (306,111) |
| less Property Taxes | (1,504) | (1,556) | (1,611) | (1,667) | (1,726) | (1,786) | (1,848) | (1,913) |
| less Replacement Reserves | (60,150) | (62,255) | (64,434) | (66,689) | (69,024) | (71,439) | (73,940) | (76,528) |
| less Monitoring and Other Ongoing Capital Fees | (10,139) | (10,342) | (10,549) | (10,759) | (10,975) | (11,194) | (11,418) | (11,646) |
| Ground Lease + State Admin Costs | (483,192) | (492,855) | (502,712) | (512,767) | (523,022) | (533,483) | (544,152) | (555,035) |
| ----- | | | | | | | | |
| Net Operating Income | 1,072,788 | 1,097,079 | 1,121,757 | 1,146,821 | 1,172,267 | 1,198,093 | 1,224,296 | 1,250,870 |
| ----- | | | | | | | | |
| HARD DEBT PAYMENTS | | | | | | | | |
| Conventional Debt | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) | (629,359) |
| Debt Coverage Ratio | 1.70 | 1.74 | 1.78 | 1.82 | 1.86 | 1.90 | 1.95 | 1.99 |
| ----- | | | | | | | | |
| DISTRIBUTABLE CASH FLOW | 443,429 | 467,720 | 492,398 | 517,462 | 542,908 | 568,734 | 594,937 | 621,511 |
| less Partnership Management Fee | (67,064) | (69,076) | (71,148) | (73,282) | (75,481) | (77,745) | (80,077) | (82,480) |
| less Investor Asset Management Fee | (9,581) | (9,868) | (10,164) | (10,469) | (10,783) | (11,106) | (11,440) | (11,783) |
| Support from Operating Reserves | - | - | - | - | - | - | - | - |
| ===== | | | | | | | | |
| Net Cash Flow | 366,785 | 388,777 | 411,087 | 433,711 | 456,644 | 479,882 | 503,419 | 527,249 |
| ===== | | | | | | | | |
| Cash Flow Distribution | | | | | | | | |
| Deferred Developer Fee | - | - | - | - | - | - | - | - |
| Residual Receipts | 366,785 | 388,777 | 411,087 | 433,711 | 456,644 | 479,882 | 503,419 | 527,249 |

3/Financing Plan and Proforma

There is relatively little affordable housing funding available in general at the moment. Competition is elevated and therefore we have identified a contingency plan. If SAHA is unable to secure an AHSC allocation, the alternate plan is to pursue HCD's Multifamily Housing Program (MHP) which would be significantly replenished if the voters approve the \$10B State affordable housing bond likely to appear on the November 2026 ballot. The Affordable Housing Bond Act of 2026 passed out of the Senate Housing Committee and advanced to the State Senate Appropriations Committee January 6, 2026.

Under the current MHP scoring rubric, three points are available for projects located on public excess lands. To be competitive for MHP, SAHA asks the City to purchase the development site in 2026 with a portion of these NOFA proceeds, simultaneously provide SAHA a purchase option as well as a predevelopment lease to shield the City from property management responsibilities, and sell it to the limited partnership ownership entity at construction closing. The City would declare the site "exempt surplus land" under Government Code section 54221(f)(1)(A) and seek HCD's concurrence with this designation. SAHA has successfully utilized this strategy in another jurisdiction.

SAHA can also acquire the site directly but by creating multiple funding paths this strategy would best position the project for success.

4/Proposed Project Schedule

Due to the Bay Area’s housing crisis, an expedited timeline is vital. We anticipate being able to complete the project in approximately 4 years.

The development team anticipates utilizing SB 35/423, a streamlined entitlement process, to obtain all necessary land use approvals in a time frame of approximately five months from application to final approval. The development team has employed the SB 35 process successfully on three recent projects. A full Environmental Impact Review (EIR) is not necessary for the proposed development.

| Milestone | Date |
|---|---------------|
| Developer Selection/NOFA award | April 2026 |
| Begin Community Engagement | May 2026 |
| Acquire Site | July 2026 |
| Complete Schematic Design | July 2026 |
| Planning Application Submittal | July 2026 |
| Planning Approval | November 2026 |
| Begin Design Development | December 2026 |
| Begin Construction Drawings | July 2027 |
| AHSC funding award | December 2027 |
| Submit Building Permit Application | January 2028 |
| All financing commitments secured | May 2028 |
| Close Financing & Start Construction | October 2028 |
| Complete Grading | December 2028 |
| Complete Wood Framing | May 2029 |
| Complete Exterior/Interior Finishes | June 2030 |
| Complete Construction | August 2030 |
| 100% occupancy | December 2030 |
| Permanent Financing Conversion | June 2031 |

5/SAHA

Satellite Affordable Housing Associates (SAHA) will act as the lead Service Provider and will provide a 0.6 FTE part-time Service Coordinator to provide onsite services as well as linkages to community-based services for all tenants at Sycamore Crossing Affordable. The following is a detailed description of services planned for the community.

Satellite Affordable Housing Associates (SAHA) proposes to develop 100 units of affordable family rental housing on a site located at Sycamore Avenue. All units, with the exception of one manager's unit, will be affordable to families with incomes at or below 60% of the area median. Residents will enjoy a beautiful community that incorporates the highest standards of green building and sustainable design as well as a robust selection of on-site services and activities to support family wellness and community engagement.

Satellite Affordable Housing Associates (SAHA) will act as the Lead Service Provider and will provide onsite services as well as linkages to community-based services for all tenants at Sycamore Crossing Affordable. Currently SAHA provides outstanding service coordination to 3,000 tenants at over 75 distinct properties. These services are essential to our residents, providing a wide range of supports such as food access programs, health screenings, benefit application assistance, system navigation and advocacy, group exercise classes, and social events.

The Services Coordinator at Sycamore Apartments will focus on the following: 1) individual and family case management, 2) organizing on-site group activities, and 3)

connecting tenants to community-based services.

1. CASE MANAGEMENT

The Service Coordinator will provide individual and family case management services to residents who are interested in receiving these services. Case management services will consist of individual meetings to establish a plan with follow-up meetings every few weeks as needed. Individual plans will emphasize linking tenants to health care providers, food access programs, life skills training, employment services, benefit application and advocacy, and educational programs. The Service Coordinator will also offer direct assistance with budgeting, resolution of late rent payments, connection to community based providers and encouragement in participating in social and community activities.

2. ON-SITE GROUP ACTIVITIES

The Service Coordinator will develop group activities available to all residents that include both educational workshops and social activities. Educational workshops address a range of topics such as nutrition, chronic health conditions, parenting support groups, as well as safety, disaster preparedness, and budgeting. Workshops will be hosted in the building's spacious community room. Other planned activities that are very popular with our residents include dance classes, yoga and stretching, arts and crafts workshops, table games, weekly movie nights, and coffee hour.

For the development of Sycamore Crossing Affordable, Satellite Affordable Housing Associates (SAHA) has assembled an experienced and resourceful team. SAHA will

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be the Developer and Owner (through a Limited Partnership structure) and will also provide Property Management and Resident Services coordination. PYATOK architecture + urban design will be the project architect.

DEVELOPER

SAHA is a California 501(c)3 public benefit corporation with over 50 years of experience developing, owning, and managing affordable housing in the Bay Area. Over the years, SAHA has developed over 75 affordable apartment communities to serve families, seniors, and special needs groups. We specialize in high-density infill development and work closely with the local community to plan and design buildings that are contextual and that will meet the needs of neighborhood stakeholders as well as future residents. We have also developed over 40,000 square feet of retail/commercial space, with the majority located in mixed-used residential buildings.

As a mid-sized non-profit with a focus on Bay Area counties, SAHA is able to respond to local housing needs by creating beautiful, efficient, and affordable developments that serve households who would otherwise face limited or dire alternatives. Our residents are able to thrive and achieve goals around health, education, and employment once they are stably housed. Currently we provide housing for more than 4,000 residents.

We are proud that year after year our developments win national recognition for quality and innovation. A complete list of awards is provided in Section 5, Experience.

SAHA is led by CEO Susan Friedland and is overseen by a volunteer Board of Directors recruited from a diversity of professional and

personal backgrounds. Susan Friedland has the authority to represent and make legally binding commitments for the development entity. SAHA is a HUD-approved Community Housing Development Organization (CHDO) with one-third of our Board of Directors comprised of low-income members. We also have a goal of significant resident representation on the Board and currently three seats are filled by SAHA residents. Our Board meets regularly on the second Tuesday of every month to provide strategic direction and fiduciary oversight for the organization and its assets. We employ over 200 highly skilled and committed full-time staff.

Our organization supports three primary program areas: real estate development, property management, and resident services. By acting as owner, developer, property manager and services coordinator, SAHA is deeply committed to the long-term health, maintenance, and quality of each of our properties and our residents.

SAHA REAL ESTATE DEVELOPMENT

Led by Eve Stewart, Senior Vice President of Real Estate Development, the SAHA Real Estate Development team is highly skilled in all phases of project development including site acquisition, managing design and entitlements, securing project financing, and overseeing construction completion. Each potential development site is evaluated closely to ensure it is located near quality-of-life amenities; is eligible and feasible in the current funding environment; and is reflective of community needs and priorities. On every project, the architectural team is carefully selected to ensure it has the right design

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aesthetic for the surrounding neighborhood as well as the appropriate experience. As a result of our early and rigorous analysis, we have an outstanding legacy of completed projects. A complete project list is included in this section below, and profiles for recent, comparable projects are included in Section 5a.

We especially enjoy working in partnership with local governments and community members to plan and design housing communities that meet local affordable housing needs, integrate into the existing architectural context, minimize energy and water consumption, and contribute to the community at-large. We work with stakeholders very early in the site planning and design process to ensure that their voices are heard. Much of our new construction work involves close partnership with local agencies.

SAHA PROPERTY MANAGEMENT

SAHA's track record for providing professional, high-quality property management stretches back to 1971 and across seven Northern California counties. We currently manage over 75 properties serving low-income families, seniors, and people with special needs with the goal of ensuring a high quality of life for our residents and strong property stewardship.

The property management staff of SAHA, led by Angela Cavanaugh, Vice President of Property Management, is highly skilled and experienced in the affordable housing field. SAHA property management employs 153 full time staff including supervisors, site managers, maintenance and janitorial staff. Staff are responsible for providing a wide

range of services including responding to resident requests and concerns, carrying out day-to-day maintenance, and coordinating capital improvements such as roof replacements. Property Managers monitor property waiting lists, fill vacancies promptly when they occur, perform tenant screening, and carry out annual income certifications.

The many buildings in SAHA's portfolio represent a tremendous community asset, one that staff has pledged to protect. This commitment and care is evident in the excellent condition of SAHA's properties, including those that have been in operations for four decades or more. SAHA has created and implemented preventative maintenance programs, management control systems, and emergency preparedness programs for all of our properties.

During predevelopment, key SAHA staff from Property Management include Angela Cavanaugh, VP of Property Management, and Daniel Ponce, Regional Property Supervisor. Angela and Daniel will prepare operating budgets, participate in community outreach activities, and provide guidance of fair housing practices and marketing strategies. Resumes for Daniel and Angela are included in Section 3b.

SAHA RESIDENT SERVICES

As a housing provider for over 50 years, SAHA has seen the tremendous impact that our services program has made in lives of our residents, helping them to achieve their life goals and maintain stable housing. Our program provides personalized, supportive services to all families and individuals living in

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our housing communities. Currently, SAHA employs thirty full time services staff and conducts a robust volunteer program that incorporates over 250 volunteers per year.

Each of our properties is staffed with resident service coordinators who provide one-to-one individualized case management for residents who need additional support. In addition, SAHA delivers a comprehensive array of programs designed to help families and individuals form and strengthen social connections, develop new skills, and maintain the best possible physical, emotional, and cognitive health. These programs include social and recreational activities, community gardening, exercise and health classes, civic engagement opportunities, after-school activities, intergenerational interaction, and service linkages.

SAHA's team of Resident Services Coordinators (overseen by a licensed clinical social worker) work on-site at our properties to support our residents' social, emotional, cognitive, and physical well-being by providing case management, coordination & referrals to community-based services and providers, and through community building activities.

Resident Services begin with case management and meeting basic needs through meal programs, public benefits access, health screening and access to care, and transportation services. From there we address a wide variety of individual needs including help with immigration and naturalization, medical-related planning and services, legal assistance and mediation, and financial education.

Activities are tailored to meet residents' needs and interests and may include a wide variety of on-site classes and groups including exercise classes, quilting and embroidery, drum circles, choirs, dancing, walk groups, book clubs, meditation, intercultural potlucks, men's groups and ESL classes. Tenants Associations provide a vehicle for socializing as well as advocacy and communication between management and residents. For family buildings, on-site youth programs provide young people a safe and supportive environment to build skills and resilience. Our youth development staff and volunteers provide structured, engaging programming that focuses on social-emotional learning skills, homework assistance, and positive role models from the community. SAHA uses the School Age Program Quality Assessment to guide staff training, curriculum and the physical environment. Youth programming includes a range of activities including homework help, tutoring, art projects, gardening, cooking, dance, and storytelling. In addition, SAHA's services team organizes a back-to-school supplies drive and holiday toys drive annually. This year, we distributed over 300 backpacks with school supplies to children living in our properties and in the community at-large.

SAHA has over 30 community gardens and counting and intends to expand its successful community gardening program at the proposed development. This program gives residents an opportunity to participate and be part of the community that they live in. It encourages residents to get outdoors and stay active. In the senior population, the community gardens helps reduce social isolation which has been linked to depression, declining in mental and physical

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health. The gardening program includes nutrition education, on-going support and quarterly check-ins to make sure each resident's garden plot is thriving.

During predevelopment, key SAHA staff from Resident Services include Cristi Ritschel, VP of Resident Services. Cristi will prepare services plans & budgets, participate in community outreach activities, assist with preparing competitive funding applications and involve strategic service partners, such as a third-party services provider for the potential veteran and formerly homeless households, as needed to best serve our target tenant population. Service partners are not currently anticipated for this project. Cristi's resume is provided in Section 3b.

5a/Recent Project Experience

Following please find information about recent comparable SAHA developments:

- Ancora Place in Oakland
- Arya in San Jose
- Flicker Bird in Oakland
- The Grinnell in Berkeley
- Monarch Homes in Oakland
- Verana Hill in Albany
- Valor Village in Pinole

SAHA is the developer, owner, property manager and services provider at all these communities.

COMPLETION DATE

September 2024

TOTAL COST

\$76,457,241

DENSITY

86 units per acre

NUMBER OF UNITS

77 Total

INCOME LEVELS

15-70% AMI

ARCHITECT

Pyatok Architects + Urban Design
Phillips Win Architecture

GENERAL CONTRACTOR

Cahill Contractors

FINANCING PARTNERS

City of Oakland
County of Alameda
Oakland Housing Authority
HCD NPLH, IIG & MHP
HCD Accelerator Program
First Citizens Bank
CCRC

DEVELOPER

SAHA

PROPERTY MANAGER

SAHA PM

SERVICE COORDINATOR

SAHA
LifeLong Medical Care

SQUARE FOOTAGE

75,000 SF (gross)

BUILDING TYPE

Type I-A Concrete Podium
and Type V-A Wood Frame

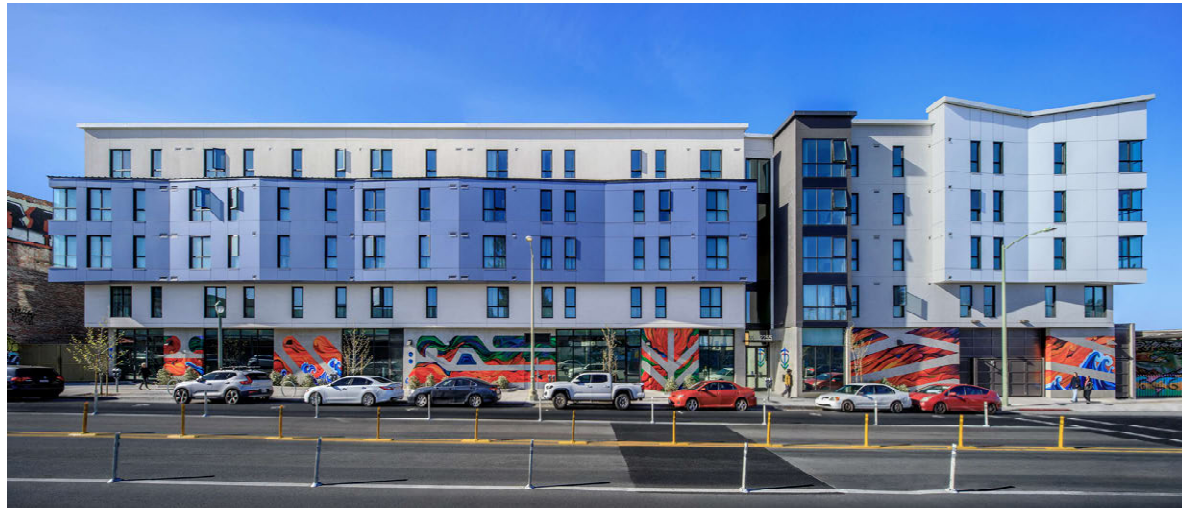
GREEN ELEMENTS

Green Point Rated



Ancora Place

2255 INTERNATIONAL BLVD, OAKLAND



Ancora Place is a 77-unit affordable housing development located in the historic San Antonio neighborhood of Oakland, CA. The completed development is home to households with incomes between 15 and 70 percent of AMI, and it provides permanent rental housing for extremely and very low-income households and large families. There are 16 No Place Like Home (NPLH) units prioritized for people who are in need of mental health services and are experiencing homelessness, chronic homelessness, or at risk of homelessness.

The development consists of a single, L-shaped, five-story wood frame building over a podium garage, with a unit mix of 5 studios, 25 one-bedrooms, 27 two-bedrooms, and 20 three-bedrooms, including one manager's unit. The ground-floor is equipped with a large community room, property management and resident services offices, as well as approximately 2,500 square feet of commercial space.

General supportive services are provided to residents by an on-site SAHA Resident Services Coordinator (RSC). The RSC focuses on individual service coordination, with the goal of connecting tenants to services available in the community and organizing on-site community building activities. Additionally, SAHA is partnered with LifeLong Medical Care for the provision of intensive case management and wraparound services for the 16 NPLH units.

Ancora Place is located next door to Camino 23, a 37-unit SAHA development that was completed in 2019. Together, Camino 23 and Ancora Place integrate the local vision of creativity and community anchoring that exist in the San Antonio neighborhood. Ancora Place provides native Oaklander's an opportunity to stay in place and avoid displacement in an increasingly gentrifying neighborhood.



ARYA

500 Almaden Blvd, San Jose

COMPLETION DATE

November 2023

TOTAL COST

\$66,271,111

DENSITY

223 units per acre

NUMBER OF UNITS

87 Total

INCOME LEVELS

30-60% AMI

ARCHITECT

LMS Architects

GENERAL CONTRACTOR

Branagh, Inc.

FINANCING PARTNERS

City of San Jose

HCD AHSC

HCD IIG

JPMorgan Chase

Raymond James

4% Tax Credits

DEVELOPER

SAHA

PROPERTY MANAGER

SAHA PM

SERVICE COORDINATOR

LifeSTEPS

SQUARE FOOTAGE

95,277

BUILDING TYPE

Type I-B

GREEN ELEMENTS

GreenPoint Rated

Platinum



SAHA was selected by the City of San Jose through a competitive RFP process to develop a downtown opportunity site. Arya, located at 500 Almaden Boulevard, consists of 87 units (including one manager's unit) within a single eight-story building. The unit mix consists of 19 studios, 54 one-bedrooms, and 14 two-bedrooms. Amenities include a spacious community room with a full kitchen and computer lab opening onto a patio and children's playground, central laundry, indoor bicycle storage, and individual workspace on upper floors. The first floor includes an artist studio and class space managed by Local Color, offering regular arts programming and events to Arya residents at no costs.

SAHA successfully collaborated with the City of San Jose to secure \$6.1 million in grant funds from HCD AHSC, allowing SAHA to provide Arya residents free VTA SmartPasses and Ford GoBike memberships for the first three years, and to participate in Viva Calle SJ art mural installations along San Jose Streets. The AHSC grant funds also support the following public benefits: pedestrian and bicycle connection to Arya community, installation of protected Class IV and Class II bike lanes, installation of flashing beacons and curb extensions, lighting improvements, Urban Greening improvements along Woz Way active transportation corridor, and two new VTA electric buses route 66 connecting to Eastridge Transit Center.



FLICKER BIRD HOMES

3050 INTERNATIONAL BLVD, OAKLAND

COMPLETION DATE

December 2025

TOTAL COST

\$72,407,981

DENSITY

101 units/acre

NUMBER OF UNITS

76 total

INCOME LEVELS

20-60% AMI

ARCHITECTS

Pyatok Architects &
SmithGroup Architects

GENERAL CONTRACTOR

Nibbi Brothers

FINANCING PARTNERS

City of Oakland
California HCD
California DTSC
BMO Bank
Raymond James

DEVELOPER

SAHA and NAHC

PROPERTY MANAGER

SAHA PM (residential)
NAHC PM (commercial)

SERVICE COORDINATOR

SAHA

SQUARE FOOTAGE

110,445 sq ft

BUILDING TYPE

Type 1-A & Type VA



In partnership with Native American Health Center, Satellite Affordable Housing Associates is developing a five-story, mixed-use development for families. NAHC has served the community since 1972, and provides medical, dental, behavioral health and social programs to sixteen sites and fifty-three Head Start programs. NAHC currently owns three properties along International Blvd; with a growing client base and staff, 3050 International will enable NAHC to increase their services. On the ground floor, NAHC will own, manage, and provide a cultural community center, pediatric dental services, Women, Infant, and Children programming, and pediatric and women’s medical services.

The residential space of the building will consist of 76 apartments and associated amenities located on floors two to five of the proposed building. 75 units will be for families earning 20% - 60% AMI. One two-bedroom unit will be an unrestricted manager’s unit. A minimal residential lobby with stairs, mailboxes, bike parking, elevator, and utilities will be located on the ground floor along Derby Avenue. A residential parking entrance will also be located along Derby Avenue. With the inclusion of parking lifts, 28 residential parking spaces will be in the garage. Upstairs on the second floor, are the main activity areas including spacious community room with kitchen, outdoor space, two property management offices, a resident services office, and on-site laundry. The community room and staff offices are within close proximity to each other and adjacent to the spacious podium-level open space. These adjacencies help to foster a strong community and sense of neighborliness among residents and to facilitate indoor-outdoor activities such as gardening, farm-to-table cooking classes, community meals, and children’s activities.



THE GRINNELL

2527 SAN PABLO AVENUE, BERKELEY

COMPLETION DATE
April 2024

TOTAL COST
\$48,450,126

DENSITY
205 units per acre

NUMBER OF UNITS
63

INCOME LEVELS
30% - 60% AMI

ARCHITECT
C.M. Wong Architecture

GENERAL CONTRACTOR
Roberts-Obayashi Corp.

FINANCING PARTNERS
City of Berkeley
California DDS
California HCD AHSC,
IIG & Accelerator
Wells Fargo Bank

DEVELOPER
SAHA

PROPERTY MANAGER
SAHA PM

SERVICE COORDINATOR
SAHA

SQUARE FOOTAGE
55,356 (conditioned)

BUILDING TYPE
Podium: Type IA
Floors 2-6: Type IIIA

GREEN ELEMENTS
LEED Platinum



The Grinnell is an affordable housing community for families and people with special needs. Twelve homes are prioritized for households with one or more member with intellectual or developmental disability (I/DD). In addition, the building includes ground floor studio/gallery space leased to Creative Growth, an Oakland-based nonprofit arts center that advances the inclusion of I/DD artists in contemporary art.



The Grinnell features ample indoor and outdoor community space including the main community room with kitchenette on the first floor, a 693 square foot second floor deck and a dramatic 2,450 square-foot sixth floor deck with landscaping, games, several seating areas and wheelchair-accessible raised garden beds for resident use. Both the laundry room and a 165 square-foot lounge are located directly off of the sixth floor deck.

Major funding for The Grinnell is provided by the Strategic Growth Council and California HCD's Affordable Housing and Sustainable Communities ("AHSC") program that funds projects that significantly reduce greenhouse gas emissions. In partnership with the City of Berkeley and BART, SAHA received loan and grant funds to improve neighborhood sidewalks, crosswalks, bike lanes and bus stops, buy three new BART train cars and provide bicycle education classes and bus passes to residents of The Grinnell.



COMPLETION DATE

January 2021

TOTAL COST

\$36,826,385

DENSITY

196 units per acre

NUMBER OF UNITS

51 Total

INCOME LEVELS

20-60% AMI

ARCHITECT

HKIT Architects

GENERAL CONTRACTOR

Nibbi Brothers

FINANCING PARTNERS

City of Oakland
Oakland Housing Authority
Alameda County
HCD AHSC
HCD IIG
FHLB AHP
Silicon Valley Bank
CCRC
4% Tax Credits

DEVELOPER

SAHA

PROPERTY MANAGER

SAHA PM

SERVICE COORDINATOR

SAHA

SQUARE FOOTAGE

42,274

BUILDING TYPE

Type V over Type I

GREEN ELEMENTS

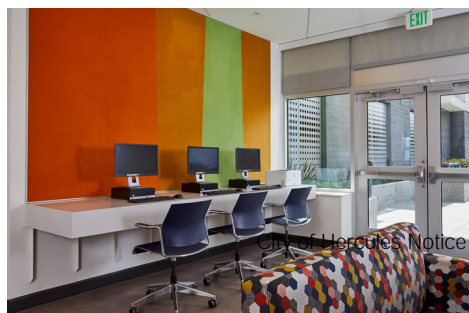
GreenPointRated Platinum

MONARCH HOMES

3268 San Pablo Ave, OAKLAND, CA



Monarch Homes transformed a small vacant infill site (11,000 sq ft) into beautiful homes for low income seniors including veterans and seniors who have experienced homelessness. Although very high density (over 200 units/acre) the design is sensitive to the neighborhood context, stepping down as it approaches single family residences, and provides a stunning new landmark along this stretch of San Pablo Avenue. Amenities include: spacious first floor community with full kitchen room that opens onto ground floor patio & garden; computer lab; on-site Services Coordinators; central laundry; community garden; fourth floor fitness center that opens onto landscaped terrace. Residents receive free AC Transit passes as well as free Ford GoBike memberships for the first three years. In collaboration with AC Transit, BART, and the City of Oakland, SAHA secured \$3.3 million in AHSC grant funds to support the following public benefits: installation of Class II bike lanes (1.04 miles in each direction) and road diet; sidewalk improvements; installation of two Ford GoBike stations; station way-finding and digital displays at Macarthur BART; installation of high security smart bike storage system at Macarthur BART; purchase of zero emissions bus for AC Transit Line 57. SAHA also commissioned 40-ft custom mosaic artwork created by local artist Juan Lopez.



COMPLETION DATE

January 2025

TOTAL COST

\$30,676,000

DENSITY

54 units per acre

NUMBER OF UNITS

33 Total

INCOME LEVELS

30-60% AMI

ARCHITECT

Studio T-SQ., Inc.

GENERAL CONTRACTOR

Huff Construction Company, Inc.

FINANCING PARTNERS

City of Pinole
County of Contra Costa
State CA HCD IIG & VHHP
Contra Costa County Housing Authority
The Home Depot Foundation
JPMorgan Chase
Raymond James

DEVELOPER

SAHA

PROPERTY MANAGER

SAHA PM

SERVICE COORDINATOR

SAHA
SHELTER INC.

SQUARE FOOTAGE

30,604 sq ft

GREEN ELEMENTS

GPR Platinum

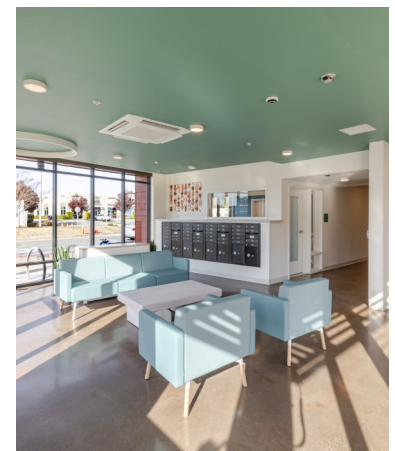
VALOR VILLAGE

811 SAN PABLO AVE, PINOLE



Valor Village is a thoughtfully designed 33-unit affordable housing community serving veterans, including disabled veterans, who are experiencing homelessness. Situated on a 0.61-acre site, the development reflects a strong commitment to sustainability and resident well-being. Valor Village has achieved Green-Point Rated Platinum certification and is fully all-electric, supporting long-term energy efficiency and environmental stewardship.

The community offers a mix of 29 one-bedroom units and four two-bedroom units, including one two-bedroom manager’s unit. The ground floor features a welcoming lobby with mailboxes, two property management offices, and a dedicated resident services office. Residents also enjoy access to a spacious community room with a kitchen and computer station, which opens directly onto a beautifully landscaped central courtyard. The outdoor space includes a children’s playground, resident planter beds, and tranquil green areas designed to foster connection, recreation, and relaxation. Vehicle access is provided from San Pablo Avenue, leading to an outdoor parking lot with 20 parking spaces, while exterior bicycle storage encourages active and sustainable transportation.



COMPLETION DATE

November 2024

TOTAL COST

\$68,900,000

DENSITY

54.8 units per acre

NUMBER OF UNITS

62 Total

INCOME LEVELS

20-60% AMI

ARCHITECT

Van Meter Williams Pol-
lack LLP

GENERAL CONTRACTOR

Oliver and Company

FINANCING PARTNERS

City of Albany
County of Alameda
State CA HCD NPLH
FHLB SF AHP
Alameda Co. Hsng Authority
Housing Trust Silicon Valley
Wells Fargo Bank

DEVELOPER

SAHA

PROPERTY MANAGER

SAHA PM

SERVICE COORDINATOR

SAHA
LifeLong Medical Care

SQUARE FOOTAGE

92,584 sq ft

VERANA HILL

755 CLEVELAND AVE, ALBANY



Verana Hill is a 62-unit affordable housing community for families located on a 1.1 acre site under a long-term ground lease from the City of Albany. Designed with sustainability in mind, Verana Hill has achieved GreenPoint Rated Platinum certification and is fully all-electric. The development includes 2 studio, 23 1-BR, 20 2-BR, and 17 3-BR units. A 672 SF community room opens onto a landscaped courtyard with children’s playground, planter beds for residents, and peaceful green space. The parking garage below provides 62 parking spaces, including 12 Level 2 electric vehicle charging stations.

The building’s L-shaped configuration frames the courtyard and provides a noise buffer from the adjacent freeway. The southern and western façades present a residential character through a vertical rhythm of bays and a thoughtful pattern of windows and material changes. The development includes a laundry room, on-site resident services and third-party case management for the 19 homes set-aside for formerly homeless individuals. As an added community benefit, the project also constructed a segment of a City-owned bicycle path, closing a key gap in the City’s active transportation network.



5a/Recent Project Experience

Following please find local government references for these developments:

ANCORA PLACE, FLICKER BIRD HOMES & MONARCH HOMES

Christia Mulvey, Housing Development Manager
Housing & Community Development | City of Oakland
Phone (510) 238-3623
Email: cmulvey@oaklandca.gov

THE GRINNELL

Jenny Wyant, Senior Community Development Project Coordinator
City of Berkeley
Health, Housing, and Community Services Department
Phone: 510-981-5228
Email: jwyant@cityofberkeley.info

VALOR VILLAGE

Lilly Whalen, MCRP
Community Development Director | City of Pinole
Phone: 510-954-6450
Email: lwhalen@pinole.gov

VERANA HILL

Dina Tasini, Community Development Director
City of Albany
Phone: 510-528-5769
Email: tasini@albanyca.org

5b/Resumes

Following please find resumes for the following key individuals:

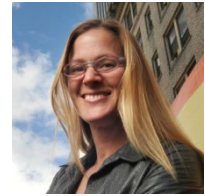
1. Susan Friedland, Chief Executive Officer
2. Tom Earley, Chief Operating Officer
3. Eve Stewart, Senior Vice President of Real Estate Development
4. Jonathan Astmann, Director of Real Estate Development
5. Angela Cavanaugh, Vice President of Property Management
6. Cristi Ritschel, Vice President of Resident Services

5b/Resumes

Susan J. Friedland

Chief Executive Officer

510/809-2762 sfriedland@sahahomes.org



Susan Friedland was named SAHA's Chief Executive Officer after having served as its Executive Director since 2005. Previously, Susan was the Director of Housing Development with Fifth Avenue Committee, a community-based development corporation in Brooklyn, NY. She holds a Masters of City Planning degree from U.C. Berkeley and graduated Phi Beta Kappa with a BA in Urban Studies from Brown University. She received the National Award for Women in Planning from the American Planning Association and was honored by the Girl Scouts for her work promoting green building. Susan was a member of the Board of Directors of the Nonprofit Housing Association of Northern California (NPH), and currently serves on the Board of Directors for Enterprise's Community Leadership Committee and for California Housing Consortium. She supports her local community as Chair of the Albany Music Fund and formerly as a Planning Commissioner.

PROFESSIONAL EXPERIENCE

- 2004-present **SAHA / Affordable Housing Associates, Berkeley, CA** Chief Executive Officer
Directs regional nonprofit housing development company with 317 employees. Oversees all aspects of affordable housing development and property management of 75 residential buildings across the Bay Area. Implements and maintains fiscal oversight of organizational resources. Establishes and maintains personnel policy. Develops and implements organizational business plan. Actively participates in formulating municipal housing policy to implement goals of general and area plans.
- 1997-2004 **Fifth Avenue Committee, Brooklyn, NY** Director of Housing Development
Managed all aspects of housing development for nonprofit community development corporation, including project concept development, architectural schematic development, financial feasibility assessment, site selection, identification of funding sources, funding application preparation, selection of contractors and architects, coordination with governmental agencies, creation of necessary documents and coordination of loan closing, oversight of construction, and management of rent-up. Directed the development of 15 multi-unit housing and two community facility projects with over \$75 million total capital budget.
- 1995-1996 **U.S. Agency for International Development, Moscow** Housing Reform Advisor
- 1994-1995 **Urban Planning Consultant, Berkeley, CA**

EDUCATION

Masters of City and Regional Planning, University of California at Berkeley
Bachelors of Arts, Urban Studies (Honors Program), Brown University, Phi Beta Kappa, Magna cum laude

5b/Resumes

Tom Earley

Chief Operating Officer

510/809-2742 tearley@sahahomes.org



Tom Earley joined SAHA in 2014 as Chief Operating Officer, bringing more than 23 years of experience in nonprofit management and community design, planning and development. During his 13 years at BRIDGE Housing, Tom worked on a diverse portfolio of mixed-use and mixed-income projects on urban infill sites in the greater Bay Area and took on positions of increasing responsibility. In his most recent role as Officer and Senior Vice President his focus included divisional and organizational platform building and collaborative interdepartmental work models. Tom's early career included work for national homebuilder Richmond American Homes, infill developer Panoramic Interests, and the Office of the City Architect for San Francisco. He holds a Master of Science degree in Engineering/Construction Management and a Bachelor of Arts in Architecture degree, both from the University of California at Berkeley.

PROFESSIONAL EXPERIENCE

- 2014-present **SAHA, Berkeley, CA** Chief Operating Officer
Manage the operations of SAHA. Oversee Resident Services, Property Management, Human Resources, Information Technology and Facilities/Operations groups. Design and implement final merger activities of SAHA's two successor organizations. Lead development and implementation of strategic plan and development of new programs and business opportunities. Responsible for creating and implementing cross-departmental policies and procedures and monitoring effectiveness. Oversee development and monitoring of departmental, project, and program budgets and forecasting in conjunction with the CFO.
- 2000-2014 **BRIDGE Housing Corporation, San Francisco, CA** Senior Vice President
Progressive levels of authority and management responsibilities for one of the country's largest non-profit housing developers and managers. Responsibilities grew from development project management through group operations management to group head. Part of five member executive team with broader organizational leadership responsibilities including strategic planning, budgeting and forecasting, risk management, information technology and human resources.
- 1998-2000 **Richmond American Homes** Director of Land and Planning
Responsible for land acquisition, due diligence and forward planning for publicly traded homebuilding company. Territory included North Bay, East Bay and Sacramento areas.

EDUCATION

- 1994 MS Engineering, Construction Management, University of California Berkeley
1991 Bachelor of Arts, Architecture, University of California Berkeley

5b/Resumes

Eve Stewart

Senior Vice President of Real Estate Development

510/809-2754 estewart@sahahomes.org



Eve Stewart has been in real estate development and finance with SAHA since 2003. During her tenure, Eve has directly managed or overseen the completion of 1,800 housing units, financed primarily using low-income housing tax credits (LIHTC) combined with additional State and local funding programs. Eve oversees SAHA's Real Estate Development team and activities. She is responsible for 1,200+ units in SAHA's predevelopment pipeline and is a member of SAHA's executive team charged with broader organizational leadership functions including strategic planning and budgeting. Eve is a former board member of East Bay Housing Organizations (EBHO), a nonprofit advocacy and policy group and has held leadership roles with EveryOne Home, Alameda County's initiative to end homelessness. Eve holds a Masters degree in City & Regional Planning from the UNC -Chapel Hill and graduated magna cum laude from Harvard.

PROFESSIONAL EXPERIENCE

- 2003-present **SAHA / Affordable Housing Associates, Berkeley, CA** VP Real Estate Development
- 2000-2003 **Economic & Planning Systems, Inc.** Senior Associate
- 2000 **Dept. of City & Regional Planning, UNC** Teaching Assistant, Real Estate Investment & Affordable Housing Finance (graduate level)

REPRESENTATIVE PROJECTS

The Savoy, Oakland

101 units | Permanent housing for homeless and special needs; mixed use

Lakeside Senior Housing, Oakland

92 units | Permanent supportive housing for chronically homeless

Strawberry Creek Lodge, Berkeley

150 units | Senior housing

Ashby Lofts, Berkeley

54 units | Mixed-use family housing

Carmen Avenue Apartments, Livermore

30 units | Supportive & Special Needs family housing

Harmon Gardens, Berkeley

16 units | Supportive housing units for transition-age youth

EDUCATION

- 2000 Master of City & Regional Planning, Real Estate and Housing Development, University of North Carolina at Chapel Hill
- 1995 Bachelor of Arts, Anthropology/Archaeology, Harvard University, magna cum laude

5b/Resumes

Jonathan Astmann

Director of Housing Development

510/809-2769 jastmann@sahahomes.org



Jonathan Astmann has over 20 years of experience in affordable housing management, development and finance. During his tenure at SAHA, Jonathan has managed the development of over 300 units of housing with total development costs over \$150 million. Prior to joining SAHA in 2013, Jonathan identified and worked to acquire sites for new affordable housing projects and provided acquisition and underwriting analysis for the National Equity Fund, a non-profit tax credit syndicator. Jonathan holds California Real Estate Broker license #01908574.

PROFESSIONAL EXPERIENCE

| | | |
|--------------|---|--------------------------------------|
| 2013-present | Satellite Affordable Housing Associates, Berkeley CA | Sr. PM/Director |
| 2011-2013 | Palm Communities, Irvine, CA | Project Manager |
| 2010-2011 | National Equity Fund, Los Angeles, CA | Acquisition and Underwriting Analyst |
| 2004-2009 | BRIDGE Housing, San Francisco, CA | Assistant Project Manager |

REPRESENTATIVE PROJECTS

Sunflower Hill at Irby Ranch, Pleasanton

31 units | Developmentally Disabled
Completed September 2020

Grayson Apartments

23 units | Special Needs housing
Completed October 2019

Tabora Gardens Senior Apartments, Antioch, CA

85 units | Senior and Special Needs housing
Completed March 2018

Arboleda, Walnut Creek

48 units | Family and Special Needs housing
Completed March 2015

EDUCATION

| | |
|------|---|
| 2011 | Masters of Business Administration, UCLA, Anderson School of Management |
| 2002 | Bachelor of Science with Honors, Urban and Regional Studies, Cornell University |

5b/Resumes

Angela Cavanaugh

Vice President of Property Management

510/809-2751 acavanaugh@sahahomes.org



Angela Cavanaugh has worked in the affordable housing industry for over 20 years. She began on the construction and maintenance team of Affordable Housing Associates, and quickly became proficient in all aspects of construction rehabilitation. She was then promoted to Property Manager, a position she held for three years. For the next thirteen years, Angela was Director of Property Management, where she oversaw the operations of the entire Property Management department. Currently she holds the position of Vice President of Property Management for SAHA, and leads the management of 65 buildings in the SAHA portfolio.

Angela has experience with multiple funding programs such as TCAC, HUD, MHSA and CalHFA, and has extensive knowledge of Berkeley and Oakland rent board regulations and laws. Throughout her tenure with SAHA, she has developed a keen sense for fair housing practices and works to uphold the mission of Satellite Affordable Housing Associates. Furthermore, Angela has mastered the management of affordable housing with all of its intricate human issues and has developed an intuitive sense of which policies and procedures work to maintain livable and desirable housing in diverse communities.

PROFESSIONAL EXPERIENCE

| | | |
|--------------|---|------------------------|
| 2000-present | SAHA / Affordable Housing Associates, Berkeley, CA Property Manager | VP Property Management |
| 1995-2000 | Affordable Housing Associates, Berkeley, CA Maintenance Supervisor | Construction Worker |
| 1989-1995 | Landmark Theatre Corporation, Berkeley, CA | Manager |

5b/Resumes

Cristi Ritschel

Vice President of Resident Services

510/809-2719 critschel@sahahomes.org



Cristi Ritschel joined SAHA in 2014 as the Associate Director of Resident Services. Prior to SAHA, Cristi worked as a therapist, victim advocate, and program supervisor for Human Options, Inc., a non-profit leader in the field of family violence prevention and intervention. She has worked in various social service settings from group homes, university mental health systems, family violence centers, interdisciplinary coalitions, and community based mental health clinics. She brings her clinical lens and diverse direct service experience to inform the design of service coordination and community engagement programs, staff development, and partnerships to ensure SAHA's Resident Services department delivers services that are person-centered, inclusive, trauma-informed, and impactful. Cristi holds California Clinical Social Worker license #28301.

PROFESSIONAL EXPERIENCE

- 2014-present **Satellite Affordable Housing Associates, Berkeley, CA** VP Resident Services
- 2007-2013 **Human Options, Irvine, CA** Program Supervisor
Safe Options for Seniors, Center for Children & Families
- Managed day-to-day program operations at multiple sites including a field-based program for victims of elder abuse, outpatient mental health clinic for children and adult victims of domestic violence and community based family resource centers. Supervised staff and interns, monitored contracts, wrote grants, built partnerships and coalitions and provided direct clinical services.
- 2013 **California State University, Fullerton, CA** Lecturer, Human Services
Taught and developed a curriculum for an upper division undergraduate class, created a positive learning environment, collaborated with colleagues, identified outside learning activities in order for students to earn the 40hr Domestic Violence Advocate Certificate, evaluated student performance, and coached students to support their academic achievement.
- 2009-2010 **University of California, Irvine, CA** Help Central Line Counselor, Student Affairs
Developed a brand new program and services under the direction of the Associate Director, identified community resources, provided social services referrals and resources to support student success.

EDUCATION

- 2008 Masters of Social Work, California State University, Long Beach
- 2003 Bachelor of Arts, Human Development, University of California, San Diego

5c/SAHA Project List

SAHA PROJECT LIST

The following communities are all 100% affordable rental housing.

| Completion/ Start of Management | Development Name | Address | Number of Units | Population | Development Cost | Role of SAHA |
|---------------------------------------|--|---|--------------------|--|---------------------|--|
| Jan-25 | Valor Village | 811 San Pablo Ave Pinole, CA | 33 | Veterans | \$28 M | Developer, Owner, Property Manager, Services Provider |
| Nov-24 | Verana Hill | Cleveland Avenue Albany, CA | 62 | Family / Special Needs | \$63 M | Developer, Owner, Property Manager, Services Provider |
| Oct-24 | Ancora Place | 2255 International Blvd. Oakland, CA | 77 | Family / Special Needs | \$78 M | Developer, Owner, Property Manager, Services Provider |
| April-24 | The Grinnell | 2527 San Pablo Avenue Berkeley, CA | 63 | Family / Special Needs / IDD | \$44.9 M | Developer, Owner, Property Manager, Services Provider |
| Feb-24 | Beth Asher Renovation | 3649 Dimond Avenue, Oakland, CA | 49 | Seniors | \$36.6 M | Developer, Owner, Property Manager, Services Provider |
| Nov-23 | Arya | 500 Almaden Blvd San Jose, CA | 87 | Families | \$66.3 M | Developer, Owner, Property Manager, Services Provider |
| Feb-22 | Veterans Square | 901 Los Medanos St. Pittsburg, CA | 30 | Veterans/Experiencin g Homelessness | \$20M | Developer, Owner, Property Manager, Services Provider |
| Feb-22 | Jordan Court | 1601 Oxford St. Berkeley, CA | 35 | Seniors/Experiencing Homelessness | \$28M | Developer, Owner, Property Manager, Services Provider |
| Nov-21 | Manzanita | 2951 Soscol Ave Napa, CA | 51 | Family/Experiencing Homelessness | \$33.2M | Developer, Owner, Property Manager, Services Provider |
| April-21 | Alta Madrone | 1269 Broadway Sonoma, CA | 48 | Families/Veterans | \$29M | Developer, Owner, Property Manager, Services Provider |
| Jan-21 | Monarch Senior Homes | 3268 San Pablo Ave Oakland, CA | 51 | Seniors/ Veterans/ Experiencing Homelessness | \$36.8M | Developer, Owner, Property Manager, Services Provider |
| July-20 | Hookston Senior Homes Renovation | 80 W. Hookston Rd Pleasant Hill, CA | 100 | Seniors | \$44.9M | Developer, Owner, Property Manager, Services Provider |
| July-20 | Sunflower Hill at Irby Ranch | 3701 Nevada St. Pleasanton, CA | 31 | Intellectual/Develop- mental Disabilities | \$23.8M | Developer, Owner, Property Manager |
| Nov-19 | Camino 23 | 1245 23rd Ave Oakland, CA | 37 | Families | \$25.3M | Developer, Owner, Property Manager, Services Provider |

5c/SAHA Project List

| | | | | | | |
|----------|----------------------------|--|-----|--|---------|---|
| Oct-19 | Grayson Apartments | 2740 San Pablo Ave Berkeley, CA | 23 | Families/ Special Needs/ Transition-Aged Youth | \$18.2M | Developer, Owner, Property Manager, Services Provider |
| May-19 | Redwood Hill Townhomes | 4868 Calaveras Road Oakland, CA | 28 | Family / Special Needs/ Experiencing Homelessness | \$26.2M | Developer, Owner, Property Manager, Services Provider |
| Feb-19 | Valley View | 1 Natalie Drive American Canyon, CA | 70 | Seniors/ Veterans/ Experiencing Homelessness | \$26.6M | Developer, Owner, Property Manager, Services Provider |
| Mar-18 | Tabora Gardens | 3701 Tabora Drive Antioch, CA | 85 | Seniors/ Veterans/Special Needs/ Experiencing Homelessness | \$33.9M | Developer, Owner, Property Manager, Services Provider |
| Oct-17 | Casa Montego Renovation | 1485 Montego Walnut Creek, CA | 80 | Seniors | \$35.9M | Developer, Owner, Property Manager, Services Provider |
| Sept-17 | Harper Crossing | 3132 MLK Jr. Way Berkeley, CA | 42 | Seniors | \$16.3M | Developer, Owner, Property Manager, Services Provider |
| Jul-15 | Strawberry Creek Lodge | 1320 Addison Street Berkeley, CA | 150 | Seniors | \$23.4M | Developer, Owner, Property Manager, Services Provider |
| Feb-15 | Arboleda | 1550 Third Ave, Walnut Creek, CA | 48 | Family / Special Needs/ I/DD | \$25.8M | Developer, Owner, Property Manager, Services Provider |
| Dec-14 | Lakeside Senior Apartments | 1507 2nd Ave. Oakland, CA | 92 | Seniors/Special Needs/Experiencing Homelessness | \$25.0M | Developer, Owner, Property Manager, Services Provider |
| April-14 | Robin Lane | 1149 Meadow Lane & 1890 Robin Lane Concord, CA | 16 | Family / Special Needs /MHSA | \$2.4M | Developer, Owner, Property Manager, Services Provider |
| Dec-13 | Jack Capon Villa | 2216 Lincoln Avenue, Alameda, CA | 18 | Special Needs/ I/DD | \$13.9M | Developer, Owner, Property Manager, Services Provider |
| April-13 | The Savoy | 1424 Jefferson Street Oakland, CA | 101 | Special Needs/Experiencing Homelessness | \$28.0M | Developer, Owner, Property Manager, Services Provider |
| Mar-13 | Valley Oak Homes | 875 Lyon Street Sonoma, CA | 43 | Family | \$17.5M | Developer, Owner and Property Manager |
| Mar-13 | Kenneth Henry Court | 6475 Foothill Blvd. Oakland, CA | 51 | Family | \$12.3M | Developer, Owner, Property Manager, Services Provider |
| Jun-12 | Merritt Crossing | 609 Oak St., Oakland, CA | 70 | Seniors/ Special Needs/Experiencing Homelessness | \$28.4M | Developer, Owner, Property Manager, Services Provider |
| Aug-11 | Harmon Gardens | 3240 Sacramento St., Berkeley, CA | 16 | Transition-Age Youth | \$6.3M | Developer, Owner, Property Manager, Services Provider |
| Apr-11 | Fairmount | 401 Fairmount Ave., Oakland, CA | 30 | Family/ Special Needs | \$12.2M | Developer, Owner, Property Manager, Services Provider |
| Mar-11 | Amistad House | 2050 Delaware Berkeley, CA | 60 | Seniors | \$8.4M | Developer, Owner, Property Manager, Services Provider |

5c/SAHA Project List

| | | | | | | |
|--------|--|--|-----|---|---------|--|
| Jan-11 | Newark Gardens | 35300 Cedar Street Newark, CA | 150 | Seniors/Special needs | \$9.4M | Developer, Owner, Property Manager, Services Provider |
| Jul-09 | St. Patrick's Terrace | 1212 Center Street Oakland, CA | 66 | Seniors | \$8.8M | Developer, Owner, Property Manager, Services Provider |
| Jun-09 | Montego Place | 1485 Montego Walnut Creek, CA | 33 | Seniors | \$8.0M | Developer, Owner, Property Manager, Services Provider |
| Feb-09 | Petaluma Avenue Homes | 565-577 Petaluma Ave., Sebastopol, CA | 45 | Family | \$17.0M | Developer, Owner and Property Manager |
| Sep-08 | Orchards on Foothill | 2719 Foothill Blvd., Oakland, CA | 65 | Seniors | \$18.2M | Developer, Owner, Property Manager, Services Provider |
| Apr-08 | Madison @ 14 th Street Apartments | 160 14 th St Oakland, CA | 79 | Family/Transition-Age Youth | \$30.9M | Developer, Owner, Property Manager, Services Provider |
| Jan-08 | Carmen Avenue Apartments | 2891 Carmen Ave Livermore, CA | 30 | Family/Special Needs/ Experiencing Homelessness | \$12.6M | Co-Developer, Co-Owner and Property Manager |
| Dec-07 | Allston House | 2121 7 th St Berkeley, CA | 47 | Family | \$9.3M | Developer, Owner, Property Manager, Services Provider |
| Jul-07 | Ashby Lofts | 1001 Ashby Ave Berkeley, CA | 54 | Family/Special Needs | \$21.8M | Developer, Owner, Property Manager, Services Provider |
| Jul-07 | Helios Corner | 1531 University Ave Berkeley, CA | 80 | Seniors/Special Needs | \$22.7M | Developer, Owner, Property Manager, Services Provider |
| Nov-06 | Sacramento Senior Homes | 1501 Blake St., Berkeley, CA | 40 | Seniors | \$12.1M | Developer, Owner, Property Manager, Services Provider |
| Oct-05 | Eastside Arts & Housing | 2283 International Blvd., Oakland, CA | 19 | Family | \$5.0M | Co-Developer, Co-Owner and Property Manager |
| Jun-05 | University Neighborhood Apartments | 1725 University Ave., Berkeley, CA | 27 | Family / Special Needs | \$11.6M | Developer, Co-Owner, Property Manager, Services Provider |
| Dec-04 | Oak Street Terrace | 1109 Oak St., Oakland, CA | 39 | Seniors | \$7.7M | Developer, Owner, Property Manager, Services Provider |
| Mar-04 | Acalanes Court | 1988 Trinity Ave Walnut Creek, CA | 17 | Family / Special Needs | \$7.4M | Developer, Owner, Property Manager, Services Provider |
| Apr-05 | Fremont Oak Gardens | 2681 Driscoll Road Fremont, CA | 51 | Seniors | \$19.3M | Developer, Owner, Property Manager, Services Provider |
| Jan-02 | Adeline Lofts | 1131 24 th St. Oakland, CA | 38 | Live Work Artist Housing | \$9.5M | Developer, Owner, Property Manager, Services Provider |
| Jun-01 | Hillegass Avenue Apartments | 2500 Hillegass Ave., Berkeley, CA | 19 | Family | \$2.5M | Developer, Owner, Property Manager, Services Provider |
| Dec-99 | Hookston Senior Homes | 80 W. Hookston Rd., Pleasant Hill, CA | 100 | Seniors | \$8.8M | Developer, Owner, Property Manager, Services Provider |

5c/SAHA Project List

| | | | | | | |
|--------|--------------------------|--|-----|-----------------------|---------|---|
| Sep-98 | Shattuck Senior Homes | 2425 Shattuck Ave., Berkeley, CA | 27 | Seniors | \$2.7M | Developer, Owner, Property Manager, Services Provider |
| Aug-98 | Ashby Courts Apartments | 1222-1228 Ashby Ave., Berkeley, CA | 20 | Multi-family | \$0.9M | Developer, Owner, Property Manager, Services Provider |
| Sep-97 | Prince Street Apartments | 1534 Prince Street Berkeley, CA | 6 | Family | \$0.3M | Developer, Owner, Property Manager, Services Provider |
| Nov-96 | Sierra Gardens | 150-170 Sierra Dr., Walnut Creek, CA | 29 | Family | \$2.3M | Developer, Owner, Property Manager, Services Provider |
| Mar-96 | Peter Babcock House | 2350 Woolsey St., Berkeley, CA | 6 | Special Needs | \$0.5M | Developer, Owner, Property Manager, Services Provider |
| Nov-95 | Ashby Apartments | 1317 Ashby Ave., Berkeley, CA | 12 | Family | \$0.5M | Developer, Owner, Property Manager, Services Provider |
| Nov-95 | Ashby Studios | 1303-1311 1/2 Ashby Ave. Berkeley, CA | 6 | Family | \$0.5M | Developer, Owner, Property Manager, Services Provider |
| Jul-95 | Columbia Park Manor | 1780 Chester Dr., Pittsburg, CA | 79 | Seniors | \$7.1M | Developer, Owner, Property Manager, Services Provider |
| Mar-95 | Alcatraz Apartments | 1900 Alcatraz St. Berkeley, CA | 9 | Family | \$0.5M | Developer, Owner, Property Manager, Services Provider |
| Dec-94 | Allston Commons | 828-836 Allston Way & 2203-2207 6 th St. Berkeley, CA | 12 | Family | \$0.6M | Developer, Owner, Property Manager, Services Provider |
| Jul-94 | Heart Studios | 950 Hearst Ave. Berkeley, CA 94710 | 12 | Family | \$0.4M | Developer, Owner, Property Manager, Services Provider |
| Apr-93 | Newark Gardens II | 35322 Cedar Blvd. Newark, CA | 50 | Seniors | \$4.7M | Developer, Owner, Property Manager, Services Provider |
| Jul-87 | Casa Montego | 1485 Montego, Walnut Creek, CA | 80 | Seniors | \$3.9M | Developer, Owner, Property Manager, Services Provider |
| Feb-79 | Valdez Plaza | 280 - 28th St. Oakland, CA | 150 | Seniors/Special Needs | \$15.2M | Developer, Owner and Property Manager |
| Jun-78 | Newark Gardens I | 35300 Cedar Blvd. Newark, CA | 150 | Seniors/Special needs | \$8.4M | Developer, Owner and Property Manager |
| Nov-71 | Otterbein Manor | 5375 Manila Ave. Oakland, CA | 39 | Seniors | \$2.2M | Developer, Owner and Property Manager |
| Jul-71 | Lawrence Moore Manor | 1909 Cedar St. Berkeley, CA | 46 | Seniors | \$2.5M | Developer, Owner and Property Manager |
| Apr-71 | Linda Glen | 32 Linda Ave. Oakland, CA | 42 | Seniors | \$2.1M | Developer, Owner, Property Manager, Services Provider |
| Feb-71 | Saint Andrew's Manor | 3250 San Pablo Ave. Oakland, CA | 60 | Seniors | \$3.0M | Developer, Owner, Property Manager, Services Provider |

5c/SAHA Project List

| | | | | | | |
|--------|----------------------------|----------------------------------|-----|---------|--------|--|
| Jan-71 | Beth Asher | 3649 Dimond Ave Oakland, CA | 50 | Seniors | \$2.4M | Developer, Owner, Property Manager, Services Provider |
| Jan-71 | Saint Patrick's Terrace | 1212 Center St. Oakland, CA | 66 | Seniors | \$7.3M | Developer, Owner, Property Manager, Services Provider |
| Apr-69 | Park Blvd | 4135 Park Blvd. Oakland, CA | 42 | Seniors | \$2.4M | Developer, Owner, Property Manager, Services Provider |
| Jan-69 | Doh On Yuen | 211 Eighth St. Oakland, CA | 48 | Seniors | \$2.8M | Developer, Owner, Property Manager, Services Provider |
| Feb-68 | Satellite Central | 540-21st St. Oakland, CA | 152 | Seniors | \$8.1M | Developer, Owner, Property Manager, Services Provider |
| Dec-67 | Stuart Pratt Manor | 2020 Durant Ave. Berkeley, CA | 44 | Seniors | \$2.5M | Developer, Owner, Property Manager, Services Provider |
| Aug-67 | Glen Brook Terrace | 4030 Panama Ct. Oakland, CA | 66 | Seniors | \$3.1M | Developer, Owner, Property Manager, Services Provider |

6/Additional Project Team Members

GUBB & BARSHAY

Gubb & Barshay LLP, established in 1993 by Natalie Gubb (1948-2016) and Scott Barshay, is widely-known as one of the top law firms specializing in the field of affordable housing. Based in Oakland, California, the firm is recognized nationally for its expertise in the low income housing tax credit program and in other affordable housing finance programs. Gubb & Barshay LLP has been involved in the structuring and closing of over 500 low income housing tax credit program transactions in California and other states on behalf of affordable housing developers. The firm has worked on projects with a wide variety of direct and syndicated investors and negotiated transactions involving nearly every major lender and investor in the area. They have extensive experience on both new construction and acquisition/rehabilitation developments, with a particular expertise in re-syndications of existing LIHTC developments. In addition to their thorough review of the syndication documents, they also closely review the financial projections to structure the transaction to maximize syndication proceeds. They provide all certifications required by tax credit allocating agencies and have acted as special tax counsel on highly specialized tax credit issues.

Erica Williams Orcharton, Partner, will be the attorney for the project. Erica will lead all transactional legal aspects of the project. Erica has extensive experience representing nonprofit affordable housing developers. Erica holds a B.A. in Sociology and a minor in Women's Studies from Occidental College and a J.D. from the University of Southern California School of Law

PYATOK ARCHITECTURE + URBAN DESIGN

PYATOK architecture + urban design is a mission-driven, full-service architectural firm based in Oakland, California. PYATOK specializes in the master planning and design of community-serving projects, including 40 years of experience in affordable housing of all types and scales, as well as market-rate and student housing, transit-oriented mixed-use, and facilities that provide wellness, childcare, and education services. To date, PYATOK has built over 8,000 homes, master planned communities totaling 20,000 homes, and garnered over 100 awards for excellence in design, development, and sustainability. PYATOK's staff work together under the belief that the best urban communities come about through strong partnership between project sponsors, community, city staff, and an open-minded design team.



PYATOK

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Our projects have always focused on meeting the critical demands of their program, local context, schedule, and budget. In our 40+ years of service across the Bay Area and West Coast, PYATOK has built a culture of collaborative leadership and expert project management. We maximize the efficiencies inherent to each construction typology to deliver complex projects on accelerated schedules. We work closely with owners, builders, local authorities, and project stakeholders. And we leverage cloud-based documentation, BIM, and online PM tools to stay communicative throughout all project phases.

To date we have completed over 8,000 homes, master planned communities totaling 20,000 homes, and garnered over 100 awards for excellence in design, development, and sustainability. Through leading efficiency strategies, cutting-edge modeling processes, and effective participatory design, PYATOK creates attractive, healthy, efficient homes and communities that contribute to their neighborhoods' vitality.

PYATOK architecture + urban design

360 22nd Street, Suite 600, Oakland, CA 94612

(510) 465-7010 | www.pyatok.com

Founded: 1984 (41 years in business) | Staff: 37 | Principals: 7

California S Corporation #2324500 | California Small Business #60262

SERVICES

- Programming
- Conceptual Design & Site Feasibility
- Architectural Design Services
- Interior Design
- Construction Documents
- Construction Administration
- Physical Needs Assessment
- Post Occupancy Evaluations
- Master Planning
- Stakeholder Engagement

Just.

Member of the International
Living Future Institute Just 2.0
equity disclosure program
since 2019.

3050 International / Oakland

Affordable Family Housing & Medical Clinic

Client: Satellite Affordable Housing Associates & Native American Health Center



| | | |
|--|----------------------------|---|
| 76 units | Flats unit type | 0.37 residential parking ratio |
| 107,700 building s.f. | 0.75 acres | 101 d.u.a. |
| \$61.7M est. constr. cost | 2025 est. compl. | GPR Gold targeting |

CONSTRUCTION TYPE

Type V over Type I

UNIT MIX

1 BR = 37% | 2 BR = 38% | 3 BR = 25%

AMENITIES

Residential: Community Room with Kitchen, Outdoor Space, On-Site Laundry, Services Offices, Vehicular & Bicycle Parking

Commercial: Medical Clinic and Cultural Center, Vehicular Parking

DESIGN TEAM

Architect: PYATOK

Health Clinic Interior: SmithGroup

Indigenous Design Consultant: 7 Directions

3050 International will introduce 76 affordable family homes and a ground floor health clinic to a former parking lot site along the busy International Boulevard corridor in East Oakland. PYATOK worked to meet the needs of two partnering clients: nonprofit developer Satellite Affordable Housing Association (SAHA), and Native American Health Center (NAHC), which provides dental, and social programs across the Bay Area.

With the opening of this 13,000-square-foot clinic space, NAHC will be able to expand its East Oakland presence with a cultural community center, pediatric dental services, Women, Infant, and Children programming. The housing component on levels two through five will flank a large podium-level courtyard that adjoins service offices, a community room, and laundry. The project has separate entries and garages for its two uses; the more public clinic and cultural center to be accessed from International, and the residential lobby and garage via Derby Street.

PYATOK was asked to create a unique identity for the building that drew inspiration from American Indian cultural traditions while also being universally appealing for the non-Native Fruitvale residents anticipated to use the clinic. Interweaving colors and materials on the façade mimic the patterns of woven baskets, and art-infused canopies above the building entries echo the flicker feathers of traditional headdresses.



| | | |
|--------------------------------|---------------------------|-------------------------------|
| 77 units | Flats unit type | 0.26 parking ratio |
| 96,400 building s.f. | 0.89 acres | 86 d.u.a. |
| \$50.4M const. cost | 2024 completion | Platinum GreenPoint |



CONSTRUCTION TYPE
 Type IV (4 stories) over I-A (1 story)

UNIT MIX
 Studios = 6% | 1 BR = 32%
 2 BR = 36% | 3 BR = 26%

AMENITIES
 Ground Floor Events Space, Manager and Service Offices, Top Floor Community Room, Laundry, Parking Garage, Bike Room, On-Grade Courtyard with BBQ, Playground, Garden, and Paseo Connection to International

AWARDS
 2025 Finalist – Readers’ Choice Award, Urban Category, Affordable Housing Finance
 2025 Award of Merit, Best Affordable Housing Community (60-100 DU), PCBC Gold Nuggets

EXECUTIVE ARCHITECT
 PYATOK architecture + urban design
ASSOCIATED ARCHITECT
 Phillips Win Architecture

Ancora Place transforms a 260-foot frontage along East Oakland’s International Boulevard from light industrial and storage to a health-forward, community-focused, 78-home mixed-use affordable housing development. The project furthers the City’s objectives of densifying this new Bus Rapid Transit corridor with a vibrant project including distinctive façade cladding and ground floor murals by area artists. The five-story, L-shaped building shelters a 14,000-square-foot on-grade courtyard populated with picnic and play areas, a community garden, a performance space, and native and flowering trees. An adjoining ground floor community room includes a kitchen and direct street access for potential use by neighborhood groups. The courtyard includes a street-connecting paseo, adjoins community organization Eastside Arts, and is equipped for community gatherings.

The project’s early exploration of modular construction led to design efficiencies that saved money in construction. Corridors incorporate windows and views at the ends of hallways and elevator lobbies with sweeping views at each floor’s midpoint. A 20-foot-high courtyard wall and high-STC windows mitigate noise from nearby elevated BART line, I-880, and a local truck route. A layered, undulating façade breaks up the project’s mass and integrates the project into existing scale of the rest of the block.

Berkeley Unified School District Educator Housing / Berkeley Affordable Educator Housing
 Client: Satellite Affordable Housing Associates & Abode Communities



| | | |
|---------------------------------|----------------------------|-------------------------------|
| 110 units | Flats unit type | 0.5 parking ratio |
| 104,600 building s.f. | 0.78 acres | 141 d.u.a. |
| TBD constr. cost | 2026 est. compl. | LEED Gold targeting |

The BUSD educator housing at 1701 San Pablo Avenue will be a transformational new multifamily residence in Northwest Berkeley. The project, whose site is shared with the Berkeley Adult School, will create needed, affordable homes for teachers, school district staff, and the broader community. The project will contribute to San Pablo Avenue’s transformation into a transit-oriented mixed-use corridor, taking further advantage of its close proximity to BART, bikeways, and bus routes. California’s density bonus was utilized to maximize unit count while preserving surface parking for BAS and employing massing that respects the adjacent single-family neighborhood.

The project promises to be an important model for educator housing on school district land. Five stories of flats sized between one and three bedrooms will partially enclose an 8,000-square-foot podium-level courtyard. An adjoining community room, fitness space, and central laundry will activate the courtyard and generate opportunities for residents to interact and play. The ground floor podium will include an entrance lounge and management offices, coworking and meeting spaces, a 110-capacity bike room, and a garage naturally ventilated to reduce up-front costs and long-term energy use. The rooftop will include capacity for approximately 50% PV coverage.

CONSTRUCTION TYPE
Type III-A over Type I-A

UNIT MIX
1 BR = 54% | 2 BR = 23% | 3 BR = 23%

AMENITIES
Community Room, Fitness Room, Laundry, Courtyard, Coworking and Meeting Rooms, Entry Lounge, Bike Room, Management Offices

Design strategies such as broken-up volumes, stacked bay windows, and a pulled-back (“Mansardesque”) top floor reduce the project’s perceived bulk. The ground floor uses brick and storefront openings to lend a human scale and feel for passersby and the public realm.



Tabora Gardens / Antioch
Affordable Senior Housing
 Client: Satellite Affordable Housing Associates



| | | |
|--------------------------------|---------------------------|-----------------------------|
| 85 units | Flats unit type | .68 parking ratio |
| 72,100 building s.f. | 3.18 acres | 26.7 d.u.a. |
| \$19M constr. cost | 2018 completion | |

CONSTRUCTION TYPE
 Type V-A on-grade

UNIT MIX
 1 BR = 99% | 3 BR = 1%

AMENITIES
 Community Room, TV Lounge, Activity Room, Library, Mail, Offices, Shade Garden, Laundry & Lounge Area on all floors

AWARDS
Grand Award, Best Affordable Senior Housing
 Gold Nugget, 2019

A collaboration of Satellite Affordable Housing and the City of Antioch, this new home for low-income seniors maximizes both outdoor and indoor socialization spaces for the residents. It is the first project built utilizing California's Veterans Housing and Homelessness Prevention Program (VHHP), and sets aside 34 homes for veterans, including 12 for those exiting chronic homelessness.

Two building wings frame a 10,000-square-foot courtyard providing sunlit and shaded spaces for active and passive recreation. Raised garden beds, seating, and walking paths are complemented by a four-foot-high weathered steel meditation ring to foster physical and spiritual health for the new community. Inside, sunny, seven-foot-wide hallways and view lounges, a community gathering room, computer room, and recreation room nurture a thriving senior community.



KEVIN MARKARIAN, AIA, NCARB
Principal

EDUCATION

Master of Architecture
University of California, Berkeley
Bachelor of Architecture
University of California, Berkeley

REGISTRATION

Registered Architect: California #C32390
Registered Architect: Washington #20108249
NCARB Certified

AFFILIATIONS

American Institute of Architects
East Bay Housing Organizations
SPUR Oakland

AWARDS

Commendation Award
Portland Courtyard Housing Competition, 2007

The larger urban context and the diverse set of social challenges related to designing housing and increasing density in cities is the focus of Kevin's work. High density and transit-oriented areas were key features that attracted him to study, and later practice, architecture in the Bay Area. Kevin specializes in large-scale multifamily projects incorporating BIM technology to create efficiencies amongst team members during all phases of design.

Kevin has accumulated a breadth of work across all multifamily housing types, working directly with a range of communities from affordable to senior and market-rate. Kevin is a member of East Bay Housing Organizations and SPUR. Prior to joining PYATOK, Kevin was an Associate at David Baker + Partners where his projects spanned across different construction types throughout Northern California.

REPRESENTATIVE PROJECTS

RELATED CALIFORNIA

El Cerrito Plaza BART Parcel A South Affordable Housing, El Cerrito, CA | 75 units
1601 Mariposa Market-Rate Apartments, San Francisco, CA | 299 units*
Mayfield Place Affordable Housing, Palo Alto, CA | 70 units*
Five88 (Mission Bay Block 7W) Affordable Housing, San Francisco, CA | 200 units*

INSIGHT HOUSING

North Berkeley BART Permanent Supportive Housing, Berkeley, CA | 85 units

RELATED CALIFORNIA & COMMUNITY HOUSINGWORKS

Paradise Creek Affordable Family Housing, Phase I & II, National City, CA | 109 & 92 units

RELATED CALIFORNIA & HOLLIDAY DEVELOPMENT

El Cerrito Plaza BART TOD Master Plan, El Cerrito, CA | 780 units

SATELLITE AFFORDABLE HOUSING ASSOCIATES & ABODE COMMUNITIES

Berkeley Unified School District Workforce Housing, Berkeley, CA | 110 units

CYPRESS EQUITY INVESTMENTS

AERO Apartments Mixed-Use, Market-Rate Housing, Alameda, CA | 200 units
Evani Mixed-Use, Market-Rate Housing, Santa Monica, CA | 53 units

SHORENSTEIN PROPERTIES

Jones Berkeley Mixed-Use, Market-Rate Housing, Berkeley, CA | 170 units

CARMEL PARTNERS

The Hayden Market-Rate Housing, Belmont, CA | 177 units

LENNAR URBAN

The Shipyards Block 48, Phase II & III, San Francisco, CA | 307 units

UNIVERSAL PARAGON CORPORATION

Baylands Phase I, Market-Rate Housing, San Francisco, CA | 300 units

WOOD PARTNERS

14th & Alice (226 13th Street) Market-Rate Housing Study, Oakland, CA | 262 units

OAKLAND HOUSING AUTHORITY

Tassafaronga Village Affordable Family Housing, Oakland, CA | 80 units*

SATELLITE AFFORDABLE HOUSING ASSOCIATES & OAKLAND HOUSING AUTHORITY

Lakeside Senior Affordable Housing, Oakland, CA | 92 units*

THE CORE COMPANIES

Foundry Commons Market-Rate Housing, San Jose, CA | 238 units*
Market Gateway, San Jose, CA | 54 units*

POCKET DEVELOPMENT

300 Ivy Street Market-Rate Condominiums, San Francisco, CA | 58 units*

MIDPEN HOUSING

Station Center Affordable Family Housing, Union City, CA | 157 units*

DOMUS DEVELOPMENT

La Valentina Station Affordable Housing, Sacramento, CA | 63 units*

**Project worked on while with a previous firm*



SAM POSTEL, AIA
Senior Associate

Sam joined PYATOK in 2015 with a broad range of experience centered around housing and urban design, and combines this experience with seasoned technical skills. At PYATOK, Sam has deepened his familiarity with a mix of multifamily housing work in the Bay Area, ranging from three-unit buildings to 400-unit communities. Sam infuses his work with a passion for urbanism and the craft of architecture and construction. He leads development of projects from early-stage schematics to construction, recently guiding to completion AERO Apartments in Alameda Point.

After completing a B.A. in Architecture at UC Berkeley, Sam joined the London office of Richard Rogers where he worked on housing and mixed-use master plans. From there, he pursued an M.Arch at the University of Oregon in Portland, focusing on urban architecture. Prior to joining PYATOK, Sam was a designer at Kava Massih Architects, working on a wide range of projects including schools, clinics, adaptive reuse, and affordable and market-rate multifamily housing.

EDUCATION

Master of Architecture
University of Oregon
Bachelor of Arts in Architecture
University of California, Berkeley

REGISTRATION

Registered Architect: California

AFFILIATIONS

American Institute of Architects

REPRESENTATIVE PROJECTS

RELATED CALIFORNIA

El Cerrito Plaza BART Parcel A South Affordable Housing, El Cerrito, CA | 70 units

TENDERLOIN NEIGHBORHOOD DEVELOPMENT CORPORATION (TNDC)

2550 Irving Affordable Family Housing, San Francisco, CA | 90 units

SATELLITE AFFORDABLE HOUSING ASSOCIATES & ABODE COMMUNITIES

Berkeley Unified School District Workforce Housing, Berkeley, CA | 110 units

CYPRESS EQUITY INVESTMENTS

AERO Apartments, Mixed-Use, Market-Rate Housing, Alameda, CA | 200 units

SHORENSTEIN PROPERTIES

Jones Berkeley, Berkeley, CA | 170 units

LENNAR URBAN

Hunters Point Shipyard Block 48 Phase II & III, San Francisco, CA | 307 units
Hunters Point Shipyard Blocks 53 & 54, San Francisco, CA*

RESOURCES FOR COMMUNITY DEVELOPMENT

Ashland Place, San Leandro, CA*

FAIRFIELD RESIDENTIAL COMPANY LLC

L Seven Apartments, San Francisco, CA*
950 E. Third Street, Los Angeles, CA*

EQUITY RESIDENTIAL

Parc on Powell, Emeryville, CA*

OAKMORE PROPERTIES LLC

Oakmore Lofts, Oakland, CA*

CITY STORAGE OF SAN FRANCISCO

City Storage and Retail with Residential Apartment, Emeryville, CA*

ASHWELL PROPERTY GROUP

CB1 Cambridge Station Masterplan, Cambridge, UK*

HAMMERSMITH & FULHAM PRIMARE CARE TRUST

LIFT White City Apartments and Health Clinic, London, UK*

CANDY & CANDY

Chelsea Barracks Development, London, UK*

**Project worked on while at a previous firm*

7/Resident Services Plan

Satellite Affordable Housing Associates (SAHA) will act as the lead Service Provider and will provide a 0.6 FTE part-time Service Coordinator to provide onsite services as well as linkages to community-based services for all tenants at Sycamore Apartments. The following is a detailed description of services planned for the community.

Satellite Affordable Housing Associates (SAHA) proposes to develop 100 units of affordable family rental housing on a site located at Sycamore Avenue. All units, with the exception of one manager's unit, will be affordable to families with incomes at or below 60% of the area median. Residents will enjoy a beautiful community that incorporates the highest standards of green building and sustainable design as well as a robust selection of on-site services and activities to support family wellness and community engagement.

Satellite Affordable Housing Associates (SAHA) will act as the Lead Service Provider and will provide onsite services as well as linkages to community-based services for all tenants at Sycamore Crossing Affordable. Currently SAHA provides outstanding service coordination to 3,000 tenants at over 75 distinct properties. These services are essential to our residents, providing a wide range of supports such as food access programs, health screenings, benefit application assistance, system navigation and advocacy, group exercise classes, and social events.

The Services Coordinator at Sycamore Apartments will focus on the following: 1) individual and family case management, 2) organizing on-site group activities, and 3) connecting tenants to community-based services.

1. CASE MANAGEMENT

The Service Coordinator will provide individual and family case management services to residents who are interested in receiving these services. Case management services will consist of individual meetings to establish a plan with follow-up meetings every few weeks as needed. Individual plans will emphasize linking tenants to health care providers, food access programs, life skills training, employment services, benefit application and advocacy, and educational programs. The Service Coordinator will also offer direct assistance with budgeting, resolution of late rent payments, connection to community based providers and encouragement in participating in social and community activities.

2. ON-SITE GROUP ACTIVITIES

The Service Coordinator will develop group activities available to all residents that include both educational workshops and social activities. Educational workshops address a range of topics such as nutrition, chronic health conditions, parenting support groups, as well as safety, disaster preparedness, and budgeting. Workshops will be hosted in the building's spacious community room. Other planned activities that are very popular with our residents include dance classes, yoga and stretching, arts and crafts workshops, table games, weekly movie nights, and coffee hour. The Service Coordinator will also facilitate activities that take advantage of the development's community garden and shared open space. The Services Coordinator will help to facilitate a

7/Resident Services Plan

resident gardening club, bring master gardeners on-site to teach workshops and assist with planting schedules, and solicit donations of soil, seeds, mulch, and plants from local nurseries.

3. CONNECTING TENANTS TO COMMUNITY BASED SERVICES

The SAHA Service Coordinator will work with all households to identify resources appropriate to their needs. Service Coordinator's address and follow-up on identified needs with referrals to community resources such as subsidized child care, food distributions, rental assistance, legal services, health care providers, and substance use and mental health treatment.

ON-SITE SPACE FOR SERVICES

Sycamore Crossing Affordable includes several spaces for resident services and activities, including:

- Multipurpose community space. The development includes an approximately 1,350 SF multipurpose community room equipped with full kitchen facilities and a computer lab. The community room provides options for large group meetings and activities as well as opportunities for smaller groups to gather simultaneously (for coffee hour, crafts, book club, etc.)
- Services office. The building will include a centrally-located Services Coordinator office with sight lines to the main entryway, providing easy access for residents to meet with the Service Coordinator and visiting service providers. The Service Coordinator will be responsible for arranging activities onsite as well as connecting individuals to any of the number of services within the community.
- Central outdoor courtyard. The proposed development's central courtyard provides a combination of open space, outdoor seating, a children's play area and raised garden beds to create gathering areas where every resident may engage in the project's positive community atmosphere.

8/Community Outreach

We believe that participatory community engagement makes projects better, and we can point to many successful features in our buildings that have come about through conversations with the community.

SAHA's development team will outreach to community members and key constituents to inform the development concept, build community support for a successful entitlement process, and ensure the project becomes an asset for the surrounding community. Input will help determine the project's final unit mix, architecture, community amenities and affordability levels.

Outreach and engagement will emphasize collaboration with community members, elected officials and neighborhood advocacy groups, beginning with identifying the relevant stakeholders and the best methods for engagement. Incorporating best practices from recent outreach efforts, SAHA will host a series of community meetings to introduce the project to all parties and determine the housing needs of the future residents. Follow up meetings may include one-on-one meetings, focus groups, community design workshops and/or open house-style meetings. To increase reach to those who are not inclined to attend the community meetings, we plan to leverage a variety of outreach and engagement strategies, including meeting community members where they are—distributing flyers along Sycamore Avenue, at community events, local schools, presenting at existing community meetings and maintaining a project web page to communicate progress updates to the general public. Translation services will be available for all meetings and printed materials.

SAHA and Pyatok look forward to developing a community engagement process that is curated to the needs and voices of the stakeholders for this project.

9/Preliminary Title Report

Following please find a preliminary title report dated December 16, 2025 for the subject property.



CA ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within one year (365 days) after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
5291 California Ave, Suite 300
Irvine, CA 92617
(949) 224-8600



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No. 25000501058

CA ALTA Commitment For Title Insurance (7-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 5291 California Ave, Suite 300, Irvine, CA 92617
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 25000501058
Issuing Office File Number: 25000501058
Property Address: 0 San Pablo Avenue, Hercules, CA 94547
Revision Number:

1. **Commitment Date:** December 16, 2025 at 7:30 am

2. **Policy to be issued:** **Proposed Amount of Insurance**
(a) 2021 ALTA® Owner's Policy \$0.00

Proposed Insured:

(b) 2021 ALTA® Loan Policy - Extended

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee

4. **The Title is, at the Commitment Date, vested in:**

[Hercules Hospitality, LLC, a California limited liability company](#)

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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CA ALTA Commitment for Title Insurance Schedule A (07-01-2021) CLTA COM

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City of Hercules Notice of Funding Availability / Sycamore Crossing Affordable 66



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Contra Costa, City of Hercules and described as follows:

Being all of Lot 1, as said Lot is described in Lot Line Adjustment 2017-01, recorded May 19, 2017, as [Document Number 2017-0087541](#), of Contra Costa County Records;

Together therewith the following described land (transfer Parcel 1):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Beginning at the Southwesterly corner of said Lot 1;

Thence, from said point of beginning, along the Southerly line of said lot, North 87°43'07" East 69.78 feet;

Thence, leaving said Southerly line, South 06°05'00" West 18.14 feet;

Thence, along the arc of a tangent 12.00 foot radius curve to the right, through a central angle of 76°27'10", an arc distance of 16.01 feet;

Thence, South 82°32'10" West 19.12 feet;

Thence, North 82°41'00" West 41.23;

Thence, North 05°59'51" East 23.24 feet to said point of beginning.

Also together therewith the following described land (transfer Parcel 3);

The following land as described in that Quitclaim Deed recorded concurrently herewith, described as follows:

Beginning at an angle point on the Easterly line of said Lot 1, said point being the Southwesterly terminus of that course designated as "S47°24'07"W 279.04'" in said Lot Line Adjustment 2017-01;

Thence, from said point of beginning along said Easterly line of Lot 1 the following two (2) courses;

1. North 47°24'07" East 279.04 feet,

2. North 59°16'36" East 86.31 feet, to a point on the Southerly line of Sycamore Avenue;

Thence, Easterly along said Southerly line of Sycamore Avenue, on the arc of a non- tangent 400.00 foot radius curve to the right, from which the center of said curve bears South 12°20'09" West, through a central angle of 01°39'46", an arc distance of 11.61 feet;

Thence, leaving said Southerly line, South 63°39'04" West 44.16 feet;

Thence, South 47°24'07" West 313.15 feet;

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CAALTA Commitment for Title Insurance Schedule A (07-01-2021) CLTA COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Thence, South 12°48'56" West 28.37 feet;

Thence, North 73°20'32" West 22.20 feet, to a point on said Easterly line of Lot 1;

Thence, along said Easterly line, North 16°39'28" East 23.53 feet to said point of beginning.

Excepting therefrom the following described land (transfer Parcel 2):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Commencing at the Southwesterly corner of said Lot 1;

Thence, from said point of commencement, along the Southerly line of said lot, North 87°43'07" East 69.78 feet, to the point of beginning for this description;

Thence, from said point of beginning, leaving said Southerly line, North 06°05'00" East 83.12 feet;

Thence, South 83°54'20" East 15.73 feet;

Thence, along the arc of a tangent 16.00 foot radius curve to the left, through a central angle of 86°29'24", an arc distance of 24.15 feet;

Thence, North 09°36'16" East 25.85 feet;

Thence, along the arc of a tangent 8.00 foot radius curve to the right, through a central angle of 14°24'46", an arc distance of 2.01 feet;

Thence, North 24°01'02" East 5.44 feet;

Thence, South 73°20'32" East 5.50 feet, to a point on the Easterly line of said Lot 1; thence, along said Easterly line of Lot 1 the following two (2) courses;

1. South 16°39'28" West 129.79 feet;
2. South 87°43'07" West 17.11 feet to said point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. LLA #22-02, recorded April 17, 2023, as [Instrument No. 2023-0035460](#) of Official Records.

APN: [404-020-098-4](#)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE

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CAALTA Commitment for Title Insurance Schedule A (07-01-2021) CLTA COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

CONTENTS OR ACCURACY OF THE MAP.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 25000501058

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. (See Schedule B - Part II).
6. This Company will require that an ALTA/NSPS Land Title Survey of the Land be submitted for review and approval. The right is reserved to add requirements or additional items after completion of such review.
7. This Company will require that full copies of any unrecorded leases, options to purchase, rights of first refusal, or other agreements be submitted to this Company, together with all supplements, assignments, and amendments. The right is reserved to add requirements or additional items after completion of such review.
8. Discharges, releases, satisfactions and/or reconveyances of the documents referred to in Exceptions None of Schedule B – Part II.
9. Please be advised that the search did not disclose any open deeds of trust. If you have knowledge of any outstanding obligations, please contact your title officer immediately for further review.
10. In order to insure a conveyance, acquisition or encumbrance by the limited liability company named below, you must provide the following:

Limited liability company: Hercules Hospitality, LLC, a California limited liability company

- a. A certified copy of the articles of organization (Form LLC-1), and any filed amendment (Form LLC-2) or restatement (Form LLC-10), if applicable.
- b. A copy of the operating agreement and any amendments.

Additional requirements or items may be requested upon review of the required documents set forth above.

11. An Owner's Affidavit (form provided by the Company or, alternate form approved in advance by the Company) must be completed and submitted prior to closing. The right is reserved to add requirements or additional items after completion of the Owner's Affidavit review.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

12. Approval from the Company's Underwriting Department must be obtained for issuance of the requested policy(ies) and endorsements. The right is reserved to add requirements or additional items after completion of the Company's Underwriting review.
13. If applicable, a Preliminary Change of Ownership must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00, along with other potential fees and taxes.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 25000501058

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
5. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. Water rights, claims or title to water whether or not shown by the Public Records.
10. Taxes:

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CAALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM 5-1-23

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

- A. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2025 - 2026:
- | | |
|----------------------|---------------------|
| 1st Installment | : \$17,650.99 |
| Status 1st | : Paid with Penalty |
| Delinquent date | : December 10, 2025 |
| Penalty | : \$1,765.09 |
| 2nd Installment | : \$17,650.99 |
| Status 2nd | : Open |
| Parcel No. | : 404-020-098-4 |
| Code Area/Tracer No. | : 04-026 |
- Prior to recording, the final amount due for taxes must be confirmed.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- C. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

11. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.
12. Easement and rights incidental thereto for water pipelines and ingress & egress to East Bay Municipal Utility District, a public corporation, as set forth in a document recorded April 28, 1936 as [Instrument No. 4720 in Book 414, Page 246](#) of Official Records.
13. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded August 1, 1950 in [Book 1605, Page 172](#) of Official Records.
14. Easement and rights incidental thereto for slope, sanitary sewer, ingress & egress to City of Hercules, as set forth in a document recorded December 12, 1975 in [Book 7709 Page 811](#) and recorded December 12, 1975 in [Book 7709 Page 829](#) and re-recorded February 9, 1976 in [Book 7758 Page 880](#), all of Official Records.
15. The terms, provisions and conditions contained in that certain document, entitled "Covenant and Agreement to Restrict Use of Property Hercules Incorporated Site - Wetlands Area Hercules, California", recorded October 13, 1992 as [Instrument No. 92-269449](#) of Official Records.
16. The terms, provisions and conditions contained in that certain document, entitled "Development Agreement Penterra Development Project", recorded October 1, 1997 as [Instrument No. 97-0183624-00](#) of Official Records.

The terms, provisions and conditions contained in that certain document, entitled "Assignment of Development Rights", recorded February 12, 1998 as [Instrument No. 98-0029435-00](#) of Official Records.

The terms, provisions and conditions contained in that certain document, entitled "Reassignment of Development Rights", recorded April 2, 2004 as [Instrument No. 2004-0113803-00](#) of Official Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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CAALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM 5-1-23

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City of Hercules Notice of Funding Availability / Sycamore Crossing Affordable 73



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

17. Matters as shown on the entitled "Parcel Map MS 476-97", filed in [Book 173, Pages 23-26](#) of Maps, together with any provisions and recitals contained therein.
18. The terms, provisions and conditions contained in that certain document, entitled "Special Warranty Deed", recorded April 2, 2004 as [Instrument No. 2004-0113804-00](#) of Official Records.
19. Rights of the successor agency(ies) as to matters contained in the project plan recorded June 11, 2009 as [Instrument No. 2009-0136986-00](#) of Official Records.
20. The effect of a document entitled "Grant Deed", recorded March 9, 2011 as [Instrument No. 2011-0051184-00](#) of Official Records.
21. Covenants, conditions, restrictions, easements, matters, charges and assessments as set forth in a document recorded June 9, 2017 as [Instrument No. 2017-0103082-00](#) of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded November 15, 2023 as [Instrument No. 2023-0122766](#) of Official Records.
22. The terms, provisions and conditions contained in that certain document, entitled "Declaration and Grant of Exclusive Use Rights", recorded June 9, 2017 as [Instrument No. 2017-0103084-00](#) of Official Records.
23. The terms, provisions and conditions contained in that certain document, entitled "Declaration and Grant of Drainage Easements", recorded November 15, 2023 as [Instrument No. 2023-0122768](#) of Official Records.
24. The terms, provisions and conditions contained in that certain document, entitled "Temporary Access Easement Agreement", recorded November 15, 2023 as [Instrument No. 2023-0122769](#) of Official Records.
25. Rights or claims of parties in possession whether or not shown by the Public Records.
26. Any facts, rights, interests or claims which would be disclosed by a current ALTA/NSPS Survey of the Land.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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CAALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM 5-1-23

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City of Hercules Notice of Funding Availability / Sycamore Crossing Affordable 74



10/Evidence of Site Control

Attached please find a binding Purchase and Sale Agreement for the Sycamore Avenue Affordable site. This document is provided as a standalone PDF file because it was signed with DocuSign which digitally locks all fully executed documents, preventing modification.

SAHA has full site control of the parcel at least through May 10, 2026. Escrow is scheduled to close by July 8, 2026. In case of any delay deploying the acquisition financing, SAHA negotiated two optional extensions, the final of which would expire on December 5, 2026.

PURCHASE AND SALE AGREEMENT

Between:

**HERCULES HOSPITALITY, LLC,
a California limited liability company**

as SELLER

And

**SATELLITE AFFORDABLE HOUSING ASSOCIATES,
a California non-profit public benefit corporation
or Assignee**

as BUYER

Reference Date: January 12, 2026

PROPERTY:

**1.883 ac Vacant Land,
Hercules, California**

APN: 404-020-098-4

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Exhibit A: Legal Description

Exhibit B: Grant Deed Form

Exhibit C: Bill of Sale and General
Assignment

Exhibit D: Disclosure and Anticipated
Encumbrances to Title on Closing

Schedule 8 (b)-Due Diligence

Documents

Schedule 8 (f)-Contracts

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of **January 12, 2026** (“**Effective Date**”) by and between **HERCULES HOSPITALITY , LLC, a California limited liability company**, (“**Seller**”), and **SATELLITE AFFORDABLE HOUSING ASSOCIATES, a California non-profit public benefit corporation** (“**Buyer**”). When referred to together, then “**Parties.**”

AGREEMENT

NOW THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale

Seller owns the vacant parcel of land situated between Sycamore Avenue and San Pablo Avenue, in the city of Hercules, Contra Costa County, California, APN 404-020-098-4 (the “**Property**”) and more particularly described as set forth in **Exhibit A** attached hereto. The Property consists of vacant land approximately 1.883 ac described per the Contra Costa public records. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller on the terms and conditions stated in this Agreement.

Section 2. Purchase Price

2. The purchase price for the Property shall be **Three Million Three Hundred Thousand Dollars (\$3, 300,000.00)** (“**Purchase Price**”). Buyer shall pay the Purchase Price as set forth below:

(a) Deposit and Releases. The Purchase Price is a fixed price for the Property and is not subject to adjustment either up or down based on any other characteristic of the Property being conveyed. Within five (5) days of the execution of this Agreement, Buyer shall deposit the sum of **One Hundred Thousand Dollars (\$100,000.00)**, the (“**Deposit**”) with the title company specified in Section 3 below. Buyer shall be responsible for the full costs of any governmental conditions, including permits and fees, utility connections and fees for service to the Property, which relate directly to Buyer’s intended use of the property and any conditions of the occupancy and entitlements to the Property. Buyer shall receive a credit for the Deposit against the Purchase Price at Close of Escrow, but no credit for any extension fee paid pursuant to Section 4 below.

Upon acceptance of the Property on or before the expiration of the Due Diligence Period set forth below, the Deposit shall become non-refundable in the absence of a Seller breach of Agreement, and shall serve as the Liquidated Damages, in accordance with Section 2(c) below.

Notwithstanding anything contained herein to the contrary, the Parties agree that in the event of any breach or default that is not cured by Seller of its representations, warranties or obligations under this Agreement, Buyer shall be entitled to terminate this Agreement, in which event the Parties shall have no further obligations under this Agreement and the Deposit and any extension fees paid by Buyer pursuant to Section 4, below, shall be handled in accordance with Section 12 (b) below.

(b) Independent Consideration. Notwithstanding anything in this Agreement to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the “**Independent**

Consideration”) shall be paid to Seller and considered completely nonrefundable to Buyer in all events, it being the intent of the parties to recognize that such amount has been bargained for and agreed to as independent consideration for Buyer's exclusive right to purchase the Property and to review the condition of the Property during the Due Diligence Period in accordance with the provisions of Section 8.

(c) **LIQUIDATED DAMAGES.** THE PARTIES AGREE THAT THE DEPOSIT AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), PLUS ALL ACCRUED INTEREST, IF ANY, IS A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY BUYER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Seller WCA Buyer ES

(d) **Balance of Purchase Price.** Buyer shall deposit sufficient funds by wire transfer to Escrow, to cover the balance of the Purchase Price, plus Buyer's share of all escrow costs, one day prior to the close of escrow, but no later than 11:00 am on the scheduled date for the Close of Escrow.

Section 3. Escrow

3. Escrow and Title. This transaction shall be completed through an escrow established with **Stewart Title Guaranty Company**, located at 5291 California Avenue, Suite 300, Irvine, CA 92617; Trent Cornell, Vice President, shall be the Title Officer. Each party shall promptly deposit all funds and documents as required by the escrow holder to complete this transaction.

Section 4. Close of Escrow

4. Scheduled Close of Escrow. The escrow shall close (the “**Close of Escrow**” or “**Closing**”) on or before July 8, 2026 (“**Escrow Closing Date**”). Notwithstanding the foregoing, at no cost to Buyer, Seller with no less that ten (10) day written notice to Buyer and Escrow, shall have the right to extend the Close of Escrow for two (2) additional periods to accommodate Seller’s intended acquisition of certain funds to be awarded by the City of Hercules for low income housing development, such extension terms subject to the conditions set forth below:

- **First Incremental Escrow Closing Date Extension.** If elected by Purchaser, the initial Escrow Closing Date shall automatically be extended to October 6, 2026 by wiring an extension fee to the Escrow Agent on or before the initial Escrow Closing Date, in the sum of One Hundred Thousand Dollars (\$100,000.00) representing the “First Incremental Escrow Closing Date Extension Fee”, which is fully earned by Seller and non-refundable to Purchaser (except in the event this Agreement is terminated by Buyer as a result of Seller default), and shall not be applicable to the Purchase Price if the Purchaser completes the intended sale under the Purchase Agreement.,
- **Second Incremental Escrow Closing Date Extension.** If elected by Purchaser, the as extended first incremental escrow Closing Date shall automatically be extended to December 5, 2026, (“the Second Incremental Escrow Closing Date Extension”), by wiring a further extension fee to the Escrow Agent on or before the First Incremental

Escrow Closing Date, in the sum of Sixty Seven Thousand Dollars (\$67,000.00) representing the "Second Incremental Escrow Closing Date Extension Fee", which is fully earned by Seller and non-refundable to Purchaser (except in the event this Agreement is terminated by Buyer as a result of Seller default), and shall not be applicable to the Purchase Price if the Purchaser completes the intended sale under the Purchase Agreement.

Section 5. Closing Costs and Prorations

5. Closing Costs. Seller shall pay the Documentary Transfer Tax, the cost of recording the vesting deed, the premium cost for a standard coverage policy of title insurance, one-half of the escrow fee, and all other costs of a seller as custom and practice for escrows in Contra Costa County California. Buyer shall pay all recording fees in connection with any mortgages, the additional premium, the cost of extended coverage, its, and its lender's required endorsements, one-half of the escrow fee, and all other costs of a Buyer as custom and practice for escrows in Contra Costa County California. Prorations of real property taxes and assessments, and other expenses if any of the Property shall be prorated as of the date of recordation of the deed.

Section 6. Representations and Warranties

6.1 The phrase "**to Seller's knowledge**," means the present, actual knowledge, with no duty of due diligence or inquiry of **William C. Herrick**. Buyer acknowledges that Seller has not undertaken or inquired into (having no duty to undertake or to inquire into) any independent investigation or verification of the matters set forth in any representation or warranty, including without limitation, any investigation or review of any documents, certificates, agreements or information that may be in, or may hereafter come into, the possession of Seller or any of the Seller representatives. Seller warrants that William C. Herrick is the person most likely to have knowledge concerning the Property and the various matters that are the subject of the representations and warranties made by Seller in this Section 6.

Seller represents and warrants the following to Buyer as of the Effective Date. Each of such representations and warranties shall be deemed remade on and as of the Closing Date.

- (a) Due Formation and Authorization. Seller is a California limited liability company, and it possesses full power and authority to enter this transaction and to perform its obligations as a Seller under this Agreement. This Agreement and all documents to be executed by Seller in connection herewith constitute, or will constitute when executed and delivered, valid and legally binding obligations of Seller enforceable in accordance with their terms.
- (b) Litigation; Condemnation. Seller has not received written notice of (a) any pending lawsuits affecting all or any material portion of Seller's interest in the Property or the use of the Property, or (b) any pending judicial, municipal or administrative proceedings in eminent domain affecting all or any portion of Seller's interest in the Property, or (c) any violation of law, or (d) any pending liens or new or special assessments against any of the Property; and to Seller's knowledge no such lawsuits have been threatened by any third parties, nor are any proceedings for the taking of any portion of the Real Property by eminent domain planned by any governmental authorities.
- (c) Foreign Person. No Seller is a foreign entity as defined in Section 1445 of the Internal Revenue Code, as amended.
- (d) Prohibited Persons and Transactions. No Seller nor any of its affiliates, nor any of their respective members, nor any other person, entity or nation that Seller is acting for or on

behalf of, and none of their respective officers or directors is, nor prior to Closing or the earlier termination of the Agreement, will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List), or under and U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other government action, code, statute, law, rule, regulation or ordinance and is not and prior to Closing or earlier termination of this Agreement will not engage in any dealings or transactions with or be otherwise associated with such persons or entities. Seller is not engaging in the transaction, directly, or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owner in Seller is prohibited by law or that the transaction or this Agreement is or will be in violation of law. Seller has and will continue to implement procedures and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and always correct prior to Closing.

6.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants the following to Seller as of the Effective Date. Each of such representations and warranties shall be deemed remade on and as of the Closing Date.

(a) Due Formation and Authorization. Buyer is a California non-profit corporation, and it possesses full power and authority to enter and perform its obligations as a Seller under this Agreement. Buyer may assign this Agreement without the consent of Seller, at or before Closing to either the City of Hercules or a single purpose limited liability company (or another form of entity or entity), to hold title to the Property, provided the assignee is affiliated or under common control with Buyer or has as its direct or indirect owners some of the same individuals who own all or part of Buyer and upon such assignment, the initial Buyer as assignor shall be released from any obligations arising under this Agreement. If Buyer assigns this agreement to such an entity, upon formation or otherwise, it will be duly organized and validly existing under the laws of its State of jurisdiction (and or qualified to do business in California), with all requisite power, authority, and legal right to execute, deliver and perform the terms of this Agreement. This Agreement and all documents to be executed by Buyer in connection herewith constitute, or will constitute when executed and delivered, valid and legally binding obligations of Buyer enforceable in accordance with their terms.

(b) Consent. No consent, approval, or authorization by any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Agreement, or the consummation of the transactions contemplated by this Agreement by Buyer. The consummation of the transactions contemplated by this Agreement will not constitute a breach of, or constitute a default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound or affected. At or before the Close of Escrow, Buyer shall provide Seller and the Title Company a Certificate of Authority from Buyer’s Board of Directors.

(c) Prohibited Persons and Transactions. Neither Buyer nor any of its affiliates, nor any of their respective members, nor any other person, entity or nation that Buyer is acting for or on behalf of, and none of their respective officers or directors is, nor prior to Closing or the earlier termination of the Agreement, will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List), or under and U.S. statute, executive order

(including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other government action, code, statute, law, rule, regulation or ordinance and is not and prior to Closing or earlier termination of this Agreement will not engage in any dealings or transactions with or be otherwise associated with such persons or entities. Buyer is not engaging in the transaction, directly, or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owner in Buyer is prohibited by law or that the transaction or this Agreement is or will be in violation of law. Buyer has and will continue to implement procedures and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and always correct prior to Closing.

Section 7. Title

7. Review of Title. Seller has initiated with the title company and has obtained a hyperlinked title commitment dated December 16, 2025, prepared by **Stewart Title Guaranty Company** (“**Title Company**”), under **CA ALTA Commitment For Title Insurance No. 25000501058 (07-01-2021)** (“**Preliminary Report**”); Trent Cornell, VP, shall act in the capacity of title officer (“**Title Officer**”). Buyer has previously received a copy on December 23, 2025.

(a) Buyer shall during the first forty-five (45) days of the Due Diligence Period, deliver to Seller, in writing (“**Buyer’s Objection Notice**”), any objections to matters shown in the Preliminary Report and any ALTA property survey obtained by Buyer (at Buyer’s cost). Buyer’s failure to timely send Buyer’s Objection Notice shall be deemed to constitute Buyer’s approval of all matters in the Preliminary Report and any matters that would be disclosed by a survey of the Real Property, and such matters shall then become “Permitted Exceptions.” If Buyer timely objects to any item set forth in the Preliminary Report or survey, then Seller shall have the right, but not the obligation, to attempt to cure or cause to be cured before Closing such disapproved item. Seller shall have until 5:00 p.m. (Pacific time) on the date that is five (5) business days after receipt of Buyer’s Objection Notice to agree in writing (“**Seller’s Response Notice**”) to cure before Closing such disapproved item. If Seller elects not to cure, or fails to timely respond to Buyer’s objections, Seller shall be deemed to have elected not to cure, in which event Buyer shall, on or before the expiration of the Due Diligence Period, either (i) terminate this Agreement by delivering to Seller and Escrow Agent a written notice of termination, whereupon Escrow Agent shall promptly release and return the Deposit to Buyer, or (ii) waive in writing its objection to the disapproved items, which shall then become Permitted Exceptions. Buyer’s failure to timely deliver to Seller and Escrow Agent a written notice of termination or waiver of its objection to the disapproved items shall be deemed to constitute Buyer’s waiver of its objection to said items and such items shall become Permitted Exceptions. Buyer shall have five (5) business days after receipt of any updates to the Preliminary Report to object to any new matters disclosed therein which were not disclosed in the original Preliminary Report. The procedures for objecting to such matters shall be as set forth in this Section 7 (a) (and the Closing Date, defined in Section 4, shall be extended if necessary to account for the additional time required to comply with such procedures).

(b) The term “**Permitted Exceptions**” as used herein shall mean: (i) the exceptions in the Preliminary Report, including any update thereto, approved (or deemed approved) by Buyer pursuant to this Section 7; (ii) all matters shown on a survey obtained by Buyer and approved (or deemed approved) by Buyer pursuant to this Section 7; (iii) non-delinquent real and personal property taxes; (iv) matters attributable to acts of Buyer and/or its directors, officers, employees, consultants, agents, contractors, affiliates and other representatives (“**Buyer Parties**”); (v) provisions of existing laws, rules and regulations including, without limitation, building, zoning and environmental laws; (vi) any non-delinquent lien for real property taxes assessed

against the Real Property; and (vii) all CC&Rs (as defined in Exhibit D) other than the Hotel Declaration (as defined in Exhibit D). In no event shall the following liens be Permitted Exceptions, whether or not objected to by Buyer, and notwithstanding any contrary terms of this Agreement, such liens shall be removed by Seller at the Closing: (i) monetary liens other than non-delinquent liens for real property taxes assessed against the Real Property, and (ii) the Hotel Declaration. Notwithstanding the foregoing, during the Due Diligence Period, Buyer will work with the Title Company and Lewis Homes to approve the CC&R Amendments (as defined in Exhibit D) as set forth in Exhibit D. As noted in Exhibit D, should the Buyer not approve any of the CC&R Amendments prior to the expiration of the Due Diligence Period, Buyer may cancel this Agreement, whereupon the Deposit shall be returned to Buyer.

(c) If, on or before the Closing Date, Seller does not remove or cure any title exception that Seller agreed to remove or cure, or is required to remove according to the terms of this Section 7 and the Buyer otherwise does not waive its objection, then Buyer may elect to cancel the transaction with all the Deposits refunded..

(d) Conveyance. On the Closing Date, Seller shall (i) convey to Buyer (or its assignee) fee simple title to the Real Property by a duly executed and acknowledged Grant Deed in the form of **Exhibit B**, free and clear of all defects and encumbrances other than the Permitted Exceptions, handled in accordance with Section 7 (a) above.

(e) Buyer's Policy. As noted in Section 12 below, if one of Buyer's conditions to Closing is that the Title Company shall be committed to issue to Buyer at Closing an ALTA extended coverage owner's policy of title insurance insuring Buyer's title to the Real Property in, subject only to the Permitted Exceptions and those general exceptions and exclusions that are customary in such standard form of title insurance ("**Buyer's Policy**"), then Seller shall furnish to Title Company, upon its request to Seller, a commercially reasonable owner's affidavit that Title Company reasonably requires to issue such standard coverage; provided, however, that such affidavit shall be acceptable to Seller, in its reasonable discretion, and Seller shall not be required to incur any additional obligations, liabilities, or expenses associated with the same. Buyer may request that Title Company issue an extended coverage policy of title insurance and special endorsements to Buyer's Policy. Buyer shall be fully responsible for paying the additional costs associated with any extended coverage and special endorsements that it requests, including the cost of an ALTA survey. In no event shall the issuance of extended coverage or special endorsements be a condition of Closing, and Closing shall timely proceed so long as a standard coverage owner's policy will be issued pursuant to the first sentence of this Section 7.

(f) **Seller Cancellation Contingency**. *Buyer is aware that the title of the Property is encumbered by numerous exceptions given that the parcel was part of a development by Lewis Homes. Seller has worked with Lewis and those parties have reached agreement on what is anticipated and what will need to remain encumbering the Property at the Close of Escrow and have set forth on Exhibit D those items and explanations for Buyer understanding. During the Due Diligence Period, Buyer will work with Lewis legal counsel to have a full understanding of the information set forth therein, and either approve the CC&Rs and CC&R Amendments or cancel the Agreement, as noted. In the event that Buyer has not approved the CC&Rs and CC&R Amendments within such period, then Seller shall have ninety (90) days from the Effective Date to cancel the Agreement in which event Buyer shall receive the return of its Deposit and the parties shall have no further obligations to one another. So long as Buyer is using good faith efforts to work with Lewis Homes to approve the CC&Rs and CC&R Amendments during the Due Diligence Period, Seller may not cancel this Agreement.*

Section 8. Due Diligence Review of Property, Test, and Surveys

8. Buyer shall have a period (the “**Due Diligence Period**”), commencing on the Effective Date, and expiring at 5:00 p.m. (Pacific time) on **May 10, 2026** in which to conduct the inspections and studies described in this Section 8 and determine in its sole and absolute discretion whether or not the Property is acceptable to Buyer, and satisfy any Federal requirements for the receipt of Federal funding for Buyer’s intended project.

(a) Access to the Property and Indemnification by Buyer. During the Due Diligence Period and subject to the terms of this Section 8, Seller shall permit Buyer and the designated Buyer Parties to enter upon the Property at all reasonable times during normal business hours to inspect and conduct tests and studies of the Property (collectively, the “**Inspections**”); provided any subsurface tests for hazardous materials (“**Phase II Test**”) shall be approved in advance by Seller, such approval not to be unreasonably withheld or delayed. In connection with any Phase II Test that Buyer wishes to conduct at the Property, Buyer will deliver to Seller at least three (3) business days’ advance written notice (“**Phase II Notice**”) of such entry, the reason a Phase II Test is warranted and the work plan for the proposed Phase II Test (which notice shall be provided by Email to William Herrick at billcherrick@gmail.com (email), with copy to Jake Herrick at jake.p.herrick@gmail.com and Thomas R. Saltarelli, Esq. at tsaltarelli@saltarellilaw.com, along with the identity of company or persons planning to enter the Property and the proposed activities to be conducted. Within two (2) business days following Seller’s receipt of Buyer’s Phase II Notice, Seller shall deliver to Buyer written notice approving or disapproving the work described in Buyer’s Phase II Notice or specifying reasonable conditions for the completion of such work. Seller’s failure to respond within such two (2) business day period shall be deemed Seller’s approval of the proposed Phase II Test. Buyer will conduct such entry and any inspections (a) during such hours as will minimize interference with neighboring parcels, and (b) in compliance with all applicable laws. All Inspections and the information obtained in connection therewith shall be kept confidential and will be subject to the terms of Section 14 of this Agreement. Prior to conducting any Inspections, Buyer and the Buyer Parties conducting work at the Property shall deliver to Seller certificates of insurance evidencing its coverages. Buyer shall restore the Property to its original condition immediately after all Inspections conducted by or on behalf of Buyer. Buyer hereby indemnifies, defends and holds Seller, and the Property harmless from and against any and all costs, loss, damages or expenses arising out of or resulting from any entry and/or activities upon the Property by Buyer and/or the Buyer Parties; provided, however, such indemnification obligation shall not be applicable to Buyer’s mere discovery of any pre-existing physical condition at the Property, except to the extent Buyer and/or the Buyer Parties aggravate such pre-existing condition as a result of their negligence or willful misconduct. Buyer’s indemnification obligations under this section shall survive the Closing or any termination of this Agreement.

(b) Deliveries Made by Seller. Within five (5) days following the Effective Date, Seller shall deliver to Buyer or otherwise make available for Buyer’s review the items listed in Schedule 8(b) attached (collectively, the “**Initial Due Diligence Documents**”). During the Due Diligence Period, Seller agrees to make available to Buyer, or to its duly authorized agents or representatives, copies of all additional non-privileged, non-proprietary, non-confidential documents and materials reasonably requested by Buyer to the extent in Seller’s possession or control and provided they are not Excluded Items, including but not limited to plans, studies, agreements, correspondence, books and records and files relating to the operation of the Property. The Initial Due Diligence Documents and such additional documents and materials are referred to collectively as the “**Due Diligence Materials.**” “**Excluded Items**” shall mean: (a) materials relating to Seller’s marketing efforts for the sale of the Property, including communications and agreements with other potential purchasers, (b) projections and other

internal memoranda or materials, (c) appraisals, budgets, Seller's strategic plans for the Property, internal analyses, computer software, and submissions relating to Seller's obtaining of internal authorizations, (d) attorney and accountant work product, and all other materials subject to any legal privilege in favor of Seller.

(c) Buyer's Acceptance or Rejection prior to the Expiration of the Due Diligence Period.

Before the expiration of the Due Diligence Period, if Buyer, after conducting its Inspections as described in this Article 8, desires (in its sole discretion) to purchase the Property, Buyer will give Seller written notice of its approval of the Inspections ("**Buyer's Approval Notice**"), in which event Buyer will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement, and the Deposit will immediately become nonrefundable subject to the terms hereof. If Buyer does not deliver Buyer's Approval Notice before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Due Diligence Materials to Seller, the Deposit will be promptly delivered to Buyer, Buyer and Seller shall equally pay any costs associated with terminating Escrow or cancelling the Preliminary Report, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein.

(d) Natural Hazard Disclosure. Buyer and Seller acknowledge that Seller is required to disclose if any of the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency; (ii) an area of potential flooding; (iii) a very high fire hazard severity zone; (iv) a wild land area that may contain substantial forest fire risks and hazards; (v) an earthquake fault or special studies zone; or (vi) a seismic hazard zone. Buyer acknowledges that Seller will employ the services of Disclosure Source or similar expert ("**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies and to report the results of its examination to Buyer in writing. The written report prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

(e) Health and Safety Code Section 25359.7. Except for what may be disclosed in the Seller Documents provided to Buyer, Seller represents that it has no knowledge of any hazardous environmental condition about the Property and has not undertaken any investigation into such matters. Buyer is advised that it should if it desires to do so, have an Environmental Phase I report prepared by its consultants.

(f) Contracts. "**Contracts**" shall mean the service and other contracts relating to the Property identified in Schedule 8 (f). Buyer shall have no obligation to assume any Contracts. Buyer shall notify Seller in writing no later than the end of the Due Diligence Period if there are any Contracts that allow Buyer to assume, and that Buyer will assume at Closing at no cost or expense to Seller. All the Contracts that are not approved by Buyer for assumption at Closing shall be terminated by Seller at or before the Closing. The Contracts to be assumed by Buyer at Closing are referred to herein as the "**Approved Contracts.**" If there are any Approved Contracts, they will be included in the Assignment of General Intangibles.

Section 9. As-Is Sale/Limitations of Actions

9. (a) AS-IS RELEASE. Subject to the representation and warranties of the Seller under Section 6 of this Agreement, on the Closing Date, Buyer shall acquire the Property, in its "AS IS" condition, and will assume all risks of every kind with respect to any defects, liabilities, environmental conditions, or other matters related to, or in any way affecting the condition of the Property, whether existing prior to the Closing Date or thereafter, including without limitation, those that may arise in connection with any of the following provisions set forth below:

EXCEPT AS EXPRESSLY STATED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, REPORTS, DATA OR OTHER INFORMATION DELIVERED BY SELLER OR ITS AGENTS TO BUYER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, THE SELLER MATERIALS PROVIDED DURING THE DUE DILIGENCE PERIOD. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SELLER SHALL HAVE NO LIABILITY TO BUYER FOR ANY INACCURACY IN OR OMISSION FROM ANY SUCH MATERIALS, REPORTS, DATA OR OTHER INFORMATION, INCLUDING, WITHOUT LIMITATION, THE SELLER MATERIALS. IN THE BUYER'S APPROVAL NOTICE, BUYER SHALL ACKNOWLEDGE THAT IT HAS COMPLETED ALL PHYSICAL, FINANCIAL AND OTHER EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY ITS TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, EXCEPT FOR REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE SELLER'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT (AND THE DEFINITION OF "SELLER'S KNOWLEDGE" AS SET FORTH ABOVE), ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CONTENT OR COMPLETENESS OF SUCH INFORMATION EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT MODIFYING OR LIMITING THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, WRITTEN OR VERBAL, BY ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT, OR OTHER PERSON ACTING ON SELLER'S BEHALF. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

WITHOUT WAIVING, MODIFYING OR LIMITING IN ANY WAY THE REPRESENTATIONS AND WARRANTIES OF THE SELLER EXPRESSLY SET FORTH HEREIN, BUYER HEREBY ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT, AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT

AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, (A) THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO SELLER'S COMPLIANCE WITH ITS COVENANTS AND OBLIGATIONS EXPRESSLY SET FORTH HEREIN AND ACCRUING PRIOR TO THE CLOSING DATE, AND (B) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (2) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (3) DRAINAGE; (4) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (5) THE VALUE, SIZE, LOCATION, USE, TITLE TO, OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF; (7) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY OR ANY PART THEREOF; (8) DEVELOPMENT RIGHTS AND EXTRACTATIONS; (9) WATER OR WATER RIGHTS; (9) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (10) THE ABILITY OF BUYER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (11) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (13) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (14) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; AND/OR (15) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH ELSEWHERE IN THIS AGREEMENT.

(b) **LIMITATIONS OF ACTIONS.** The above representations and warranties of Seller shall expire six (6) months after the date of the Close of Escrow. Any action or proceeding to enforce, interpret, or otherwise litigate any claim of any nature concerning the Property, the warranties and representations, or this Agreement, regardless of when the breach or claim was discovered, or under any other theory of law, such Claim shall be forever barred.

Section 10. Changes During Transaction

10. **Property Changes.** During the pendency of this transaction after Buyer provides its Notice of Acceptance of the Property, Seller agrees that no changes in the existing Property shall be made, nor any leases or other rental agreements be entered into, nor any other agreements affecting the Property that would interfere with Buyer's intended use or the delivery of the Property to Buyer at Closing, shall be entered into, without the written consent of the Buyer, which it may withhold in sole and absolute discretion, and the occurrence of any of the foregoing without the written consent of the Buyer shall constitute a default by Seller.

Section 11. Withholding

11. Seller is not a "foreign person" under FIRPTA, but under California Revenue and Taxation Code, section 18662, is subject to withholding, unless an exemption applies. In the event that withholding is required, Escrow Agent shall act as the withholding agent on behalf of Buyer and after the close of escrow shall provide to Buyer, copies of the payments made to the tax agencies and copies of the transmittal documents showing the amount withheld and where such withholdings were sent.

Section 12. Closing Conditions

12. (a) Seller's Conditions to Closing

- Seller's obligation to close the transactions contemplated by this Agreement is conditioned on all the following, any, or all of which may be waived by Seller in writing, at its sole option:
- All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date, except to the extent that they expressly relate to an earlier date; and
- Buyer shall have delivered Buyer's Closing Payment and all of the documents required to be executed by Buyer hereunder into Escrow as required, and Buyer shall have performed all of its other material obligations hereunder required to be performed by the Closing Date, and complied with all conditions, required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

(b) Buyer's Conditions to Closing

- Buyer's obligation to close the transactions contemplated by this Agreement is conditioned on all the following, any, or all of which may be waived by Buyer in writing, at its sole option;
- All representations and warranties made by Seller (subject to any exception matter in the As-Is Section 9 (a)) in this Agreement shall be true and correct in all material respects

on and as of the Closing Date, as if made on and as of such date, except to the extent that they expressly relate to an earlier date; and

- Seller shall have executed and delivered all of the documents required to be delivered by Seller hereunder into Escrow, including the Grant Deeds for the Property, and Seller shall have performed all of its material other obligations hereunder required to be performed by it by the Closing Date, and complied with all conditions required by this Agreement to be performed or complied with by Seller at or prior to the Closing;
- The Property shall be clear of any persons, tenants of any nature, residential, commercial, or otherwise;
- No casualty event shall have occurred at the Property that is not remedied and affects the properties characteristics or prohibits buyer's intended use of the Property; in the event that it is a material hazardous materials contamination event, that cannot be promptly remedied, then Buyer may cancel the Agreement in which event buyer will be entitled to the return of its Deposit and any Extension Fees that have been paid to Seller.
- No part of the Property shall have been taken, nor shall Seller have received any official notice from any governmental authority having eminent domain power over the Property of its intention to take, by eminent domain proceeding, any part of the Property.
- Title Company shall be prepared to issue the Buyer's Title Policy.
- Buyer shall have obtained its financing.

Each of the conditions set forth in this Section 12(b) are solely for the benefit of Buyer and may only be waived by Buyer in its sole discretion. Notwithstanding anything contained herein to the contrary, in the event any such conditions have not been satisfied as of the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Parties shall have no further obligations under this Agreement and (i) if the failure of such condition constitutes a default or breach by Seller of any of its representations, warranties or obligations under this Agreement, then the Deposit and any extension fees paid by Buyer pursuant to Section 4, above, shall be returned to Buyer, and (ii) if the failure of such condition does not constitute a default or breach by Seller under this Agreement, then the Deposit and any extension fees paid by Buyer pursuant to Section 4, above, shall remain non-refundable and not be returned to Buyer.

Section 13. Brokers/Representatives

13. NO BROKERS OR FINDERS. Each party warrants and represents that no broker or finder has a claim for a commission or finder's fee and each party shall indemnify and hold the other party harmless from any such claim arising through the non-indemnified party.

Section 14. Information to be Held in Confidence

Buyer and Seller agree that each of them will hold in strict confidence and will not use to the detriment of either party, any data or financial information with respect to the business of either party or any of their subsidiaries obtained in connection with this transaction or Agreement.

Section 15. Deposits into Escrow

15. Deposits into Escrow.

(a) By Seller. At least one (1) business day prior to the Closing Date, Seller shall deposit into Escrow:

- One (1) original Grant Deed for each parcel from each Seller in the form of **EXHIBIT B** attached hereto, duly executed, and acknowledged by Seller (“**Deed**”);
- One (1) Seller executed counterparts of the General Assignment/Bill Of Sale, in the form of **EXHIBIT C**;
- IRS Form W-9. An Internal Revenue Service Form W-9 (or Escrow Agent’s equivalent form), completed, signed, and dated by Seller, to be used by Escrow Agent to comply with Internal Revenue Code Section 6045(e), for each person where seller proceeds are to be paid; and
- One (1) original Certification of Non-Foreign Status;

(b) By Buyer. At least one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow:

- Buyer’s Closing Payment; and
- One (1) Buyer executed counterpart of the General Assignment/Bill of Sale in the form of **Exhibit C**;

(c) Other Documents. Seller and Buyer shall each deposit such other instruments and funds as are reasonably required by Escrow Agent or otherwise required to close the sale of the Property in accordance with the terms of this Agreement (including, without limitation, escrow instructions that will require Escrow Agent to comply with all applicable federal, state and local reporting and withholding requirements relating to the closing of the transactions contemplated herein and to comply with the Tax Reform Act of 1986 with regard to reporting all settlement information to the Internal Revenue Service).

Section 16. Effective Headings

16. Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 17. Entire Agreement

17. Integration Clause. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 18. Counterparts

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically, where executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, or completed

through DocuSign or other electronic signature service. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. Both parties agree that electronic records and electronic signatures may be used in connection with the execution of this Agreement and shall be legal and binding and shall have the same force and effect as if a paper original of this Agreement had been delivered and signed using a handwritten signature.

Section 19. Assignments/Binding on Successors and Assigns

19. Assignments/Successors and Assigns. Except as provided herein, Buyer shall not be entitled to assign its rights under this Agreement without Seller's consent, which may be withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement to either the City of Hercules or an Affiliate without the consent of Seller. Further, Buyer shall have the right to assign its rights under this Agreement, subject to Seller's reasonable consent which consent will not be unreasonably withheld. Seller shall be deemed to be reasonable in disapproving any proposed assignment to entities other than the City of Hercules or an Affiliate, in the event that Seller determines in its sole discretion that (i) the assignment would cause any material delay to the Close of Escrow or add any material cost to the Seller's performance of its obligations under this Agreement; or (iii) the proposed assignee does not have the financial capability to fulfill the obligations of Buyer hereunder. Notwithstanding any of the foregoing, Buyer may "designate" the vestee of the Grant Deed at Closing without the consent of Seller, but with written notice being provided in advance to Seller and the Escrow for closing purposes.

Section 20. Attorney's Fees

20. Attorney's Fees and Costs. If any legal action, arbitration, or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

Section 21. Agreement to Perform Necessary Acts

21. Cooperation. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

Section 22. Notices

22. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail and email, return receipt requested, postage prepaid and properly addressed as follows:

If to Seller:

Hercules Hospitality LLC
Attn: William C. Herrick, Manager and
Jake Herrick, Development Manager
P.O. Box 676111,
Rancho Santa Fe, CA 92067
Phone: 619-987-6540
Email: billcherrick@gmail.com

With a copy to:

Saltarelli Law Corporation
Attn: Thomas R. Saltarelli, Esq.
74-130 Country Club Drive, Ste. 105,
Palm Desert, CA 92260
Phone: 760-895-4480
Cell: 714-742-4104
Email: tsaltarelli@SaltarelliLaw.com

If to Buyer:

Satellite Affordable Housing Associates
Attn: Jonathan Astmann, Director Real Estate Development
1835 Alcatraz Ave,
Berkeley, CA 94703
Phone: 510-809-2769
Mobile: _____
Email: jastmann@sahahomes.org

With a copy to:

Gubb & Barshay LLP
Attn: Patrick Sukeforth, Esq.
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Phone: 415-781-6600, ext. 120
Email: psukeforth@gubbandbarshay.com

If to Escrow:

File No.: 25000501058

Ms. Bond Pojar, Escrow Officer
Stewart Title Guaranty Company
5291 California Avenue, Suite 300,
Irvine, CA 92617
Office: 949-224-8627
Mobile: (949) 803-4182
Team: Teampojar@Stewart.com
Email: bond.pojar@Stewart.com

If to Title:

File No.: 25000501058

Trent Cornell, Title Officer
Stewart Title Guaranty Company
5291 California Avenue, Suite 300,
Irvine, CA 92617
Phone: 949-224-8640 (Direct)
Phone: 949-224-8600 (Office)
Email: trent.cornell@stewart.com
Team: LAOCNCS@stewart.com

Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party, in the manner above specified.

Section 23. Governing Law

23. Governing Law. This Agreement has been negotiated and entered in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

Section 24. Severability

24. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Section 25. Survival of Representations and Warranties

25. Survival Period. All covenants, representations, warranties, and other agreements under this Agreement survive for a period of six (6) months from the Close of Escrow, in accordance with the Limitation of Actions provision under Section 9 above.

Section 26. Time is of the Essence

26. Time of the Essence. Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

Section 27. Saturdays, Sundays, and Holidays

27. Dates. If any date by which an election or a notice must be given falls on a Saturday, Sunday, or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday, or holiday.

Section 28. Waiver

28. Waiver. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Section 29. Arbitration of Disputes

29. Arbitration of Disputes.

(a) Mediation/Arbitration: The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to Judicial Arbitration Mediation Services (“JAMS”), or its successor, for mediation, in its Contra Costa County office and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to this Section 29. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers,

promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The arbitrator shall be selected from the panel of retired judges at JAMS and shall be required to follow California law. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

(b) Allocation of Fees and Costs; Venue: Each party will advance one-half of the mediation/arbitration costs prior to each proceeding as required by JAMS. However, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees, and experts' fees of the prevailing party.

(c) Attorney's Fees and Costs. If any legal proceeding or arbitration is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in addition to any other relief such party may be entitled to, and the venue for any action or proceeding hereunder shall be in Contra Costa County, California.

[Signatures Appear on the Next Page]

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

**Hercules Hospitality, LLC,
a California limited liability company**

DocuSigned by:
By: William C. Herrick
William C. Herrick, Its Manager

BUYER:

**Satellite Affordable Housing Associates,
a California non-profit public benefit corporation**

DocuSigned by:
By: Eve Stewart
Eve Stewart, Senior Vice President
Real Estate Development

JOINDER BY ESCROW AGENT

STEWART TITLE GUARANTY COMPANY, as Escrow Agent hereby acknowledges that it has received this Agreement executed by the Seller and Buyer and accepts the obligations of and instructions for the Escrow Agent set forth herein. Escrow Agent agrees to disburse and/or handle the Deposit, the Purchase Price, and the California tax withholding on behalf of the Buyer as its withholding agent under Section 11 of this Agreement, unless an exemption applies, and all closing documents in accordance with this Agreement.

Dated: 1/13/2026, 2026

STEWART TITLE GUARANTY COMPANY


By: 
Name: Bond Pozar F935F5DFA4FC439...
Title: Escrow Officer

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the City of Hercules, Contra Costa County, State of California, and is described as follows:

The land referred to herein is situated in the State of California, County of Contra Costa, City of Hercules and described as follows:

Being all of Lot 1, as said Lot is described in Lot Line Adjustment 2017-01, recorded May 19, 2017, as Document Number 2017-0087541, of Contra Costa County Records;

Together therewith the following described land (transfer Parcel 1):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Beginning at the Southwesterly corner of said Lot 1;

Thence, from said point of beginning, along the Southerly line of said lot, North 87°43'07" East 69.78 feet;

Thence, leaving said Southerly line, South 06°05'00" West 18.14 feet;

Thence, along the arc of a tangent 12.00 foot radius curve to the right, through a central angle of 76°27'10", an arc distance of 16.01 feet;

Thence, South 82°32'10" West 19.12 feet;

Thence, North 82°41'00" West 41.23;

Thence, North 05°59'51" East 23.24 feet to said point of beginning.

Also together therewith the following described land (transfer Parcel 3);

The following land as described in that Quitclaim Deed recorded concurrently herewith, described as follows:

Beginning at an angle point on the Easterly line of said Lot 1, said point being the Southwesterly terminus of that course designated as "S47°24'07"W 279.04" in said Lot Line Adjustment 2017-01;

Thence, from said point of beginning along said Easterly line of Lot 1 the following

two (2) courses;

1. North 47°24'07" East 279.04 feet,

2. North 59°16'36" East 86.31 feet, to a point on the Southerly line of Sycamore Avenue;

Thence, Easterly along said Southerly line of Sycamore Avenue, on the arc of a non-tangent 400.00 foot radius curve to the right, from which the center of said curve bears South 12°20'09" West, through a central angle of 01°39'46", an arc distance of 11.61 feet;

Thence, leaving said Southerly line, South 63°39'04" West 44.16 feet;

Thence, South 47°24'07" West 313.15 feet;

Thence, South 12°48'56" West 28.37 feet;

Thence, North 73°20'32" West 22.20 feet, to a point on said Easterly line of Lot 1;

Thence, along said Easterly line, North 16°39'28" East 23.53 feet to said point of beginning.

Excepting therefrom the following described land (transfer Parcel 2):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Commencing at the Southwesterly corner of said Lot 1;

Thence, from said point of commencement, along the Southerly line of said lot, North 87°43'07" East 69.78 feet, to the point of beginning for this description;

Thence, from said point of beginning, leaving said Southerly line, North 06°05'00" East 83.12 feet;

Thence, South 83°54'20" East 15.73 feet;

Thence, along the arc of a tangent 16.00 foot radius curve to the left, through a central angle of 86°29'24", an arc distance of 24.15 feet;

Thence, North 09°36'16" East 25.85 feet;

Thence, along the arc of a tangent 8.00 foot radius curve to the right, through a central angle of 14°24'46", an arc distance of 2.01 feet;

Thence, North 24°01'02" East 5.44 feet;

Thence, South 73°20'32" East 5.50 feet, to a point on the Easterly line of said Lot 1; thence, along said Easterly line of Lot 1 the following two (2) courses;

1. South 16°39'28" West 129.79 feet;

2. South 87°43'07" West 17.11 feet to said point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. LLA #22-02, recorded April 17, 2023, as Instrument No. 2023-0035460_of Official Records.

APN: 404-020-098-4

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APN: 404-020-098-4

(Space Above For Recorder's Use)

GRANT DEED

The undersigned Grantor declares the Documentary Transfer Tax is \$ _____ and City Tax is \$ _____ and is computed on the full value of the interest or property conveyed. The property is in the City of Hercules, Contra Costa County, State of California.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Hercules Hospitality LLC, a California limited liability company**, hereby GRANTS to [_____], that certain real property that is more particularly described on **Exhibit A**, which is attached hereto.

Subject to:

1. Non-delinquent taxes and assessments; and
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, and title matters of record or which an accurate survey of the property would disclose.

Dated: _____, 2026

**Hercules Hospitality LLC, a
California limited liability company**

By: _____
William C. Herrick, Its Manager

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Contra Costa, City of Hercules and described as follows:

Being all of Lot 1, as said Lot is described in Lot Line Adjustment 2017-01, recorded May 19, 2017, as Document Number 2017-0087541, of Contra Costa County Records;

Together therewith the following described land (transfer Parcel 1):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Beginning at the Southwesterly corner of said Lot 1;

Thence, from said point of beginning, along the Southerly line of said lot, North 87°43'07" East 69.78 feet;

Thence, leaving said Southerly line, South 06°05'00" West 18.14 feet;

Thence, along the arc of a tangent 12.00 foot radius curve to the right, through a central angle of 76°27'10", an arc distance of 16.01 feet;

Thence, South 82°32'10" West 19.12 feet;

Thence, North 82°41'00" West 41.23;

Thence, North 05°59'51" East 23.24 feet to said point of beginning.

Also together therewith the following described land (transfer Parcel 3);

The following land as described in that Quitclaim Deed recorded concurrently herewith, described as follows:

Beginning at an angle point on the Easterly line of said Lot 1, said point being the Southwesterly terminus of that course designated as "S47°24'07"W 279.04'" in said Lot Line Adjustment 2017-01;

Thence, from said point of beginning along said Easterly line of Lot 1 the following two (2) courses;

1. North 47°24'07" East 279.04 feet,

2. North 59°16'36" East 86.31 feet, to a point on the Southerly line of Sycamore Avenue;

Thence, Easterly along said Southerly line of Sycamore Avenue, on the arc of a non- tangent 400.00 foot radius curve to the right, from which the center of said curve bears South 12°20'09" West, through a central angle of 01°39'46", an arc distance of 11.61 feet;

Thence, leaving said Southerly line, South 63°39'04" West 44.16 feet;

Thence, South 47°24'07" West 313.15 feet;

Thence, South 12°48'56" West 28.37 feet;

Thence, North 73°20'32" West 22.20 feet, to a point on said Easterly line of Lot 1;

Thence, along said Easterly line, North 16°39'28" East 23.53 feet to said point of beginning.

Excepting therefrom the following described land (transfer Parcel 2):

The following land as described in that Grant Deed recorded concurrently herewith, described as follows:

Commencing at the Southwesterly corner of said Lot 1;

Thence, from said point of commencement, along the Southerly line of said lot, North 87°43'07" East 69.78 feet, to the point of beginning for this description;

Thence, from said point of beginning, leaving said Southerly line, North 06°05'00" East 83.12 feet;

Thence, South 83°54'20" East 15.73 feet;

Thence, along the arc of a tangent 16.00 foot radius curve to the left, through a central angle of 86°29'24", an arc distance of 24.15 feet;

Thence, North 09°36'16" East 25.85 feet;

Thence, along the arc of a tangent 8.00 foot radius curve to the right, through a central angle of 14°24'46", an arc distance of 2.01 feet;

Thence, North 24°01'02" East 5.44 feet;

Thence, South 73°20'32" East 5.50 feet, to a point on the Easterly line of said Lot 1; thence, along said Easterly line of Lot 1 the following two (2) courses;

1. South 16°39'28" West 129.79 feet;
2. South 87°43'07" West 17.11 feet to said point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. LLA #22-02, recorded April 17, 2023, as Instrument No. 2023-0035460 of Official Records.

APN: 404-020-098-4

EXHIBIT C

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT AND ("Assignment") is made _____, 2026, by and between Hercules Hospitality, LLC, a California limited liability company ("Assignor"), and _____ ("Assignee").

Recitals

Assignor and Assignee entered into that certain Purchase and Sale Agreement dated _____, 2026 ("Reference Date") (the "**Purchase Agreement**"), respecting the sale of certain "**Property**" (as described and defined in the Purchase Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Purchase Agreement.

Under the Purchase Agreement, Assignor is obligated to assign all its right, title, and interest in each of the following to Assignee, to the extent pertaining to the Property:

(a) All property, if any, owned by Assignor and installed, located, or situated on or used in connection with the operation of the Real Property and Improvements (the "**Personal Property**"); and

(b) All intangible assets relating to the Real Property including: (a) all third party warranties and guaranties relating to the Improvements and/or Personal Property, (b) all licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any governmental entity in connection with the Real Property, (c) all works of art, graphic designs, and other intellectual or intangible property arising out of owned and used by Seller in connection with the Real Property, including any logos and trade names relating to the Real Property, Improvements or Personal Property, (d) all contract rights, claims and causes of action arising out of or relating to the Real Property, (e) all plans and specifications, engineering studies, reports, drawings, and prints relating to the land only (and not Assignors planned development) and alteration of the Real Property, Improvements or Personal Property (the "**Intangible Property**").

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor's estate, right, title, interest, benefits, and privileges in and to the Personal Property and Intangible Property.

2. Assignee hereby accepts the grant, assignment, transfer, conveyance, and delivery of the estate, right, title, interest, benefits, and privileges in and to the Personal Property and Intangible Property set forth in Section 1 hereof, effective from and after the Close of Escrow under the Purchase Agreement ("**Effective Date**").

3. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs, and legatees of all the respective parties hereto.

5. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

**Hercules Hospitality, LLC,
a California limited liability company**

By: _____
William C. Herrick, Its Manager

ASSIGNEE:

_____,
a _____

By: _____

EXHIBIT D

Disclosure and Anticipated Encumbrances to Title on Closing

Seller and Lewis Homes have worked out the anticipated scenario on what the encumbrances will be upon the Close of Escrow along with the other permitted exceptions on title that cannot be removed but is believed that those will not affect Buyer's title.

Recorded CC&Rs. Buyer is aware that the following covenants, conditions, restrictions and easement are currently recorded against the Property (collectively the "**CC&Rs**") which relate to (i) the design, construction and maintenance by SYCAMORE CROSSING LAND DEVELOPERS LLC (an affiliate of the Lewis Group of Companies) ("**Lewis**") of certain minimum offsite road, sewer, drainage, dry utilities, and interim water quality improvements that the City required in the Sycamore Crossing Interim Backbone Improvement Plans dated August 2023 prepared by Carlson, Barbee & Gibson, Inc (a copy of which has been provided to Buyer) for development of the Property for the prior hotel use (the "**Common Improvements**"), (ii) the allocation and sharing of costs between Seller and Lewis for the Common Improvements, (iii) the grant of reciprocal drainage easements to provide common drainage to a permanent water quality basin to (a) be constructed by Lewis to serve the hotel development and the future residential development by Lewis of its residential site located next to the Property (the "**Lewis Residential Site**") and (b) be maintained by the future residential project HOA, and (iv) the grant to Seller and the Property of temporary road easements over (a) that portion of the Lewis Residential Site planned as a public or private road (as directed by the City) referred to in the CC&Rs as Ohlone Creek Place, and (b) a portion of the Lewis Residential Site to provide the Property with emergency vehicle access to and from Tsushima Street.

1. DECLARATION OF PROJECT COVENANTS, CONDITIONS AND RESTRICTIONS (recorded June 2017) which was amended by AMENDMENT NO. 1 TO DECLARATION OF PROJECT COVENANTS, CONDITIONS AND RESTRICTIONS (recorded November, 2023);
2. DECLARATION AND GRANT OF DRAINAGE EASEMENTS (recorded November 2023)
3. TEMPORARY ACCESS EASEMENT AGREEMENT (recorded November 2023)

Seller anticipates that the City will modify the requirements for the Lewis Improvements (including for Ohlone Creek Place) based upon the change in the proposed development of the Property from a hotel to Buyer's affordable housing project and a reduction in size of the Lewis Residential Site proposed by Lewis (the "**Future Common Improvements**") which will necessitate modifications to the CC&R's by Seller and Lewis. All such modifications shall require the prior written consent of Buyer, which shall not be unreasonably withheld. Seller will arrange for meetings with Lewis and the City during Buyer's due diligence period to discuss the Future Common Improvements and to determine and agree upon those necessary modifications to the CC&R's. If Buyer has not approved those necessary modifications to the CC&R's prior to expiration of the Due Diligence Period, then Buyer may terminate this Agreement whereupon Buyer's Deposit shall be returned to Buyer and the Parties shall have no further obligations under this Agreement. If Buyer does not so elect to terminate the Agreement, the Buyer shall be deemed to have approved of the CC&Rs.

Notwithstanding anything contained in this Agreement to the contrary, that certain DECLARATION AND GRANT OF EXCLUSIVE USE RIGHTS (recorded June 2017) in favor of Seller and the Property to provide Seller with the exclusive right to construct and operate a hotel within the future Lewis Sycamore Crossing project (the "**Hotel Declaration**") will be terminated by Seller on or before the Closing.

SCHEDULE 8 (b)

DUE DILIGENCE DOCUMENTS

Seller will reasonably produce any of the following categories of documents that are in its possession and control, which are non-privileged and relevant for review:

- Third-party reports on the Property;
- Notices from any governmental or permit authorities;
- Surveys of the Property;
- Geological Report
- Architectural and Engineering Plans, including, but not limited to, all draft and final versions of all civil engineering plans concerning the land but not the Hotel documents.

SCHEDULE 8 (f)

CONTRACTS RELATED TO THE BUILDING

Listing of contracts (if any):

None that cannot be cancelled.

11/Financial Statements

Following please find SAHA's 2025 audited financial statements showing the last two years of financial results.

***SATELLITE AFFORDABLE HOUSING
ASSOCIATES AND AFFILIATES***

**CONSOLIDATED FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT
June 30, 2025 and 2024**

**SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Satellite Affordable Housing Associates and Affiliates

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Satellite Affordable Housing Associates and Affiliates, which comprise the consolidated statements of financial position as of June 30, 2025 and 2024, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Satellite Affordable Housing Associates and Affiliates as of June 30, 2025 and 2024, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Satellite Affordable Housing Associates and Affiliates and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Satellite Affordable Housing Associates and Affiliates' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

INDEPENDENT AUDITORS' REPORT (Continued)

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements (Continued)

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Satellite Affordable Housing Associates and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Satellite Affordable Housing Associates and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Prior Period Financial Statements

We also draw attention to the fact that the financial statements of Satellite Affordable Housing Associates and Affiliates for the year ended June 30, 2025 were audited by SND Partners, LLP, whose report dated November 18, 2024, expressed an unqualified opinion on those statements.

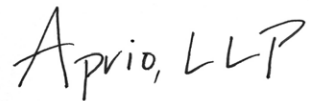
Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

INDEPENDENT AUDITORS' REPORT (Continued)

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2025 on our consideration of Satellite Affordable Housing Associates and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Satellite Affordable Housing Associates and Affiliates' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Satellite Affordable Housing Associates and Affiliates' internal control over financial reporting and compliance.

Handwritten signature of Aprivo, LLP in black ink.

Walnut Creek, California
December 15, 2025

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2025 and 2024

| | 2025 | 2024 |
|---|------------------|------------------|
| ASSETS | | |
| Current assets | | |
| Cash and cash equivalents | \$ 35,137,322 | \$ 33,056,811 |
| Investments - marketable securities (Note B) | 14,755,354 | 15,708,421 |
| Grants receivable | 1,117,439 | 1,952,359 |
| Tenant rents and other receivables, net of allowance | 1,699,304 | 1,606,802 |
| Management fees, service fees and costs receivable, current | 548,075 | 424,067 |
| Prepaid expenses | 2,655,982 | 2,000,634 |
| Total current assets | 55,917,142 | 54,749,094 |
| Non-current assets | | |
| Restricted cash and deposits (Note C) | 48,918,331 | 54,262,449 |
| Management fees, service fees and costs receivable, net current | 34,016 | 33,365 |
| Development fees receivable, net of allowance | - | 128,552 |
| Property and equipment, net (Note D) | 847,645,633 | 732,959,316 |
| Notes receivable, including interest | 274,176 | 270,575 |
| Development in progress (Note E) | 75,347,573 | 154,996,994 |
| Deferred costs, net | 682,251 | 729,182 |
| Investments in other entities (Note F) | 912,971 | 662,005 |
| Right of use assets - leases (Note G) | 15,325,308 | 15,585,161 |
| Other non-current assets | 117,965 | 121,087 |
| Total non-current assets | 989,258,224 | 959,748,686 |
| Total assets | \$ 1,045,175,366 | \$ 1,014,497,780 |
| LIABILITIES AND NET ASSETS | | |
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 12,078,733 | \$ 12,655,185 |
| Deferred revenue, current (Note I) | 5,385,212 | 5,546,558 |
| Tenant security deposits | 1,708,181 | 1,524,209 |
| Accrued interest, current | 251,597 | 226,372 |
| Notes payable, current portion (Note H) | 5,452,598 | 5,522,835 |
| Total current liabilities | 24,876,321 | 25,475,159 |
| Long-term liabilities | | |
| Development costs payable | 21,434,133 | 22,625,250 |
| Deferred revenue, net of current (Note I) | 33,716,890 | 30,176,743 |
| Lease liabilities (Note G) | 3,999,063 | 4,017,158 |
| Notes payable, net (Note H) | 579,504,134 | 609,442,361 |
| Accrued interest, net of current | 76,449,722 | 71,805,571 |
| Total long-term liabilities | 715,103,942 | 738,067,083 |
| Total liabilities | 739,980,263 | 763,542,242 |
| Net assets without donor restrictions | | |
| Controlling interest | 102,243,429 | 47,963,692 |
| Non-controlling interest | 202,951,674 | 202,991,846 |
| Total net assets without donor restrictions | 305,195,103 | 250,955,538 |
| Total liabilities and net assets | \$ 1,045,175,366 | \$ 1,014,497,780 |

The accompanying notes are an integral part of these consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
Years Ended June 30, 2025 and 2024

| | 2025 | 2024 |
|--|----------------|----------------|
| Support and revenue without donor restrictions | | |
| Support | | |
| Grants and contributions - administrative | \$ 1,114,232 | \$ 764,962 |
| Grants and contributions - development | 69,158,542 | 9,722,238 |
| Grants and contributions - individual and corporate | 258,912 | 300,968 |
| Total support | 70,531,686 | 10,788,168 |
| Revenue | | |
| Property management fees | 447,728 | 481,884 |
| Resident service fees | - | 17,496 |
| Rental property revenue | 74,986,814 | 68,118,323 |
| Commercial property rental revenue | 614,722 | 666,524 |
| Partnership management fees | 8,895 | 8,641 |
| Interest income and net investment return | 3,277,782 | 3,244,375 |
| Other income | 579,125 | 63,958 |
| Total revenue | 79,938,170 | 72,601,201 |
| Total support and revenue without donor restrictions | 150,469,856 | 83,389,369 |
| Expenses | | |
| Program services | | |
| Affordable housing property management | 4,914,680 | 5,438,781 |
| Affordable housing operations, development, and asset management | 98,948,748 | 86,261,842 |
| Affordable housing resident services | 4,942,120 | 4,652,918 |
| Supportive services | | |
| Management and general | 5,532,943 | 4,656,172 |
| Fundraising and special events | 22,701 | 44,728 |
| Total expenses | 114,361,192 | 101,054,441 |
| Change in net assets without donor restrictions before other losses | 36,108,664 | (17,665,072) |
| Other losses | | |
| Net losses (gain) on investments in other entities | (196,627) | 104,867 |
| Change in net assets without donor restrictions | 36,305,291 | (17,769,939) |
| Net capital contributions, distributions and syndication costs | 17,178,503 | 28,138,298 |
| Transfer of limited partnership interests | 755,771 | - |
| Net assets without donor restrictions - beginning of year | 250,955,538 | 240,587,179 |
| Net assets without donor restrictions - end of year | \$ 305,195,103 | \$ 250,955,538 |

The accompanying notes are an integral part of these consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES (CONTINUED)
Years Ended June 30, 2025 and 2024

| | 2025 | 2024 |
|--|----------------|----------------|
| Reconciliation of net assets without donor restrictions | | |
| Controlling interest | | |
| Beginning of year | \$ 47,963,692 | \$ 47,051,326 |
| Transfer of limited partnership interests | 682 | - |
| Change in net assets without donor restrictions | 54,279,055 | 912,366 |
| End of year | 102,243,429 | 47,963,692 |
| Non-controlling interest | | |
| Beginning of year | 202,991,846 | 193,535,853 |
| Net capital contributions, distributions and syndication costs | 17,178,503 | 28,138,298 |
| Transfer of limited partnership interests | 755,089 | - |
| Non-controlling interest in partnership earnings | (17,973,764) | (18,682,305) |
| End of year | 202,951,674 | 202,991,846 |
| Net assets without donor restrictions - end of year | \$ 305,195,103 | \$ 250,955,538 |

The accompanying notes are an integral part of these consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
Years Ended June 30, 2025 and 2024

| 2025 | | | | | | |
|-----------------------------------|--|--|--|---------------------------|-----------------------------------|-----------------------|
| | Program Services | | | | | Total |
| | Affordable Housing Property Management | Affordable Housing Operations, Development, and Asset Management | Affordable Housing Resident Services | Management and General | Fundraising and Special Events | |
| Salaries and related expenses | \$ 4,046,198 | \$ 15,353,074 | \$ 3,763,203 | \$ 3,841,179 | \$ 18,784 | \$ 27,022,438 |
| Administrative | 823,312 | 8,711,994 | 1,100,908 | 1,212,202 | 2,637 | 11,851,053 |
| Utilities | 6,399 | 6,534,909 | 3,158 | 23,357 | 84 | 6,567,907 |
| Operating and maintenance | 23,177 | 11,941,336 | 39,008 | 102,250 | 231 | 12,106,002 |
| Taxes and insurance | 15,594 | 5,371,976 | 9,493 | 68,840 | 262 | 5,466,165 |
| Financial expenses | - | 21,340,489 | - | - | - | 21,340,489 |
| Community infrastructure expenses | - | 2,169,078 | - | 97,854 | - | 2,266,932 |
| Community service expenses | - | 9,200 | - | - | - | 9,200 |
| Fundraising expenses | - | 1,944 | 297 | 2,114 | 8 | 4,363 |
| Depreciation and amortization | - | 27,514,748 | 26,053 | 185,147 | 695 | 27,726,643 |
| Total expenses | \$ 4,914,680 | \$ 98,948,748 | \$ 4,942,120 | \$ 5,532,943 | \$ 22,701 | \$ 114,361,192 |
| 2024 | | | | | | |
| | Program Services | | | | | Total |
| | Affordable Housing Property Management | Affordable Housing Operations, Development, and Asset Management | Affordable Housing Resident Services | Management and General | Fundraising and Special Events | |
| Salaries and related expenses | \$ 4,402,935 | \$ 15,074,270 | \$ 3,725,099 | \$ 3,179,245 | \$ 22,067 | \$ 26,403,616 |
| Administrative | 959,814 | 7,641,930 | 833,334 | 970,273 | 2,137 | 10,407,488 |
| Utilities | 20,022 | 5,783,607 | 2,661 | 21,772 | 71 | 5,828,133 |
| Operating and maintenance | 40,193 | 12,604,475 | 58,101 | 55,745 | 152 | 12,758,666 |
| Taxes and insurance | 15,817 | 5,154,954 | 8,663 | 76,818 | 248 | 5,256,500 |
| Financial expenses | - | 15,331,564 | - | 154,507 | - | 15,486,071 |
| Community infrastructure expenses | - | 1,674,770 | - | - | - | 1,674,770 |
| Community service expenses | - | 13,933 | - | 19,718 | - | 33,651 |
| Fundraising expenses | - | - | - | - | 19,385 | 19,385 |
| Depreciation and amortization | - | 22,982,339 | 25,060 | 178,094 | 668 | 23,186,161 |
| Total expenses | \$ 5,438,781 | \$ 86,261,842 | \$ 4,652,918 | \$ 4,656,172 | \$ 44,728 | \$ 101,054,441 |

The accompanying notes are an integral part of these consolidated financial statements. City of Hialeah Financial Statement Availability / Sycamore Crossing Affordable 85

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended June 30, 2025 and 2024

| | 2025 | 2024 |
|--|---------------|-----------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 36,305,291 | \$ (17,769,939) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | 27,726,643 | 23,186,161 |
| Amortization of debt issuance costs | 1,093,584 | 418,040 |
| Amortization of right of use assets - leases | 111,474 | 109,352 |
| Forgiveness of debt | (657,000) | (364,000) |
| Unrealized (gain) loss on investments - marketable securities | (1,024,459) | (1,607,864) |
| Loss on investment in uncombined entities | (196,627) | 104,867 |
| (Increase) decrease in: | | |
| Grants receivable | 834,920 | (917,302) |
| Tenant rents and other receivables | (92,502) | 212,211 |
| Management fees, service fees and costs receivable | (124,008) | 108,935 |
| Partnership management fees receivable | (4,317) | (5,027) |
| Accrued interest - notes receivable | (3,601) | (3,329) |
| Right of use assets - leases | 148,379 | (3,179,483) |
| Prepaid expenses | (655,348) | (230,984) |
| Other assets | 3,122 | (12,380) |
| Increase (decrease) in: | | |
| Accounts payable and accrued expenses | (576,452) | (4,477,302) |
| Deferred revenue | 3,378,801 | 5,548,737 |
| Tenant security deposits | 183,972 | 68,238 |
| Accrued interest | 3,103,182 | 5,801,185 |
| Lease liabilities | (18,095) | 434 |
| Net cash provided by operating activities | 69,536,959 | 6,990,550 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchases of investments - marketable securities | (9,048,392) | (5,477,543) |
| Proceeds from sale of investments - marketable securities | 11,025,918 | 16,646,586 |
| Advances for notes receivable | - | - |
| Proceeds from investments in other companies | (54,339) | 73,500 |
| Additions to development in progress, net of assets placed in service | (47,906,824) | (79,159,465) |
| Additions to property and equipment | (13,677,445) | (37,516,809) |
| Net cash used by investing activities | (59,661,082) | (105,433,731) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Proceeds from notes payable | 65,615,601 | 127,519,530 |
| Payments for debt issuance costs | (615,847) | (2,672,578) |
| Principal payments on notes payable | (96,073,512) | (38,952,292) |
| Proceeds from capital contributions, net of syndication costs costs and distributions | 17,934,274 | 28,138,298 |
| Net cash provided (used) by financing activities | (13,139,484) | 114,032,958 |
| Increase (decrease) in cash, cash equivalents, restricted cash and deposits | (3,263,607) | 15,589,777 |
| Cash, cash equivalents, restricted cash and deposits - beginning of year | 87,319,260 | 71,729,483 |
| Cash, cash equivalents, restricted cash and deposits - end of year | \$ 84,055,653 | \$ 87,319,260 |

The accompanying notes are an integral part of these consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
Years Ended June 30, 2025 and 2024

| | 2025 | 2024 |
|--|----------------|---------------|
| SUMMARY OF CASH, CASH EQUIVALENTS, RESTRICTED CASH AND DEPOSITS | | |
| Cash and cash equivalents | \$ 35,137,322 | \$ 33,056,811 |
| Restricted cash and deposits | 48,918,331 | 54,262,449 |
| Total cash, cash equivalents, restricted cash and deposits | \$ 84,055,653 | \$ 87,319,260 |
| SUPPLEMENTARY INFORMATION | | |
| Cash paid for interest, net of amounts capitalized of \$1,566,194 and \$6,292,996 | \$ 15,044,125 | \$ 7,111,918 |
| Noncash investing and financing activities: | | |
| Increase in property and equipment | \$ 128,580,010 | \$ 80,825,785 |
| Increase in right of use assets - leases | - | 267,908 |
| Increase in debt issuance costs | - | 726,632 |
| Decrease in development in progress | (128,580,010) | (81,820,325) |
| Total noncash investing and financing activities | \$ - | \$ - |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Satellite Affordable Housing Associates (SAHA) is a California nonprofit public benefit corporation formed in 2013 when Affordable Housing Associates (founded in 1993) and Satellite Housing, Inc. (founded in 1966) merged. SAHA's mission is to provide quality affordable homes and services that empower people and strengthen neighborhoods.

In addition to providing services as a real estate developer, SAHA owns real estate located in the San Francisco Bay Area, which provide housing for low- and moderate-income individuals and families. These real estate properties are included in these financial statements as directly owned properties.

SAHA is also affiliated with and under common board control with other not-for-profit corporations which have been formed either as supporting entities to SAHA, or as instruments to further SAHA's purpose (Affiliates). These entities, which are included in the consolidated financial statements of SAHA and Affiliates in accordance with accounting principles generally accepted in the United States of America (GAAP), are listed below:

- Satellite Affordable Housing Associates Property Management (SAHA PM), a California nonprofit public benefit corporation, which provides property management services in connection with the operations of affordable housing and elderly housing projects.
- Not-for-profit corporations, whose purpose is to serve as general partner or the single member of limited liability companies (LLC's) holding a controlling general partner interest in their respective low-income housing tax credit (LIHTC) limited partnerships providing affordable housing:

Satellite AHA Development, Inc. (SADI)
Hookston Senior Homes, Inc. (HSHI)

Satellite Communities, Inc.
Satellite Senior Homes, Inc.

- Affordable housing limited partnerships in which SAHA, or one of its affiliates, holds a controlling general partner interest, refer to Listing of Affiliates in the Supplementary Information.
- Affordable housing limited partnerships and limited liability companies in which SAHA, or one of its affiliates, is the sole member or hold both a controlling general partner interest and limited partner interest, refer to Listing of Affiliates in the Supplementary Information.
- Affordable housing limited partnerships in which SAHA, or one of its affiliates, is the sole member or hold both a controlling general partner interest and limited partner interest that are under development or formed as part of a major rehabilitation of an existing property, refer to Listing of Affiliates in the Supplementary Information.
- Single-purpose not-for-profit corporations that are direct owners or operators of affordable housing properties, refer to Listing of Affiliates in the Supplementary Information.
- 2307 Chestnut LLC, a Delaware single member disregarded limited liability company in which SAHA is the sole member, that is the direct owner of a commercial property in Oakland, California.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The consolidated financial statements do not include certain single-purpose LLC’s and limited partnerships for which SAHA, or one of its affiliates, has an investment but is deemed not to have a majority control or majority control and economic benefit:

| LLC(s) | Limited Partnership(s) |
|------------------------------------|---|
| Judson Terrace Homes GP LLC | Judson Terrace Homes Senior Housing, L.P. |
| Casa de la Paloma LLC | Casa de la Paloma, L.P. |
| Royal Vista Terrace Apartments LLC | Royal Vista Terrace Apartments, L.P. |
| 1835 Alcatraz LLC | Fremont Oaks Gardens Limited Partnership |
| Eastside Arts & Housing LLC | |

The consolidated financial statements do not include Columbia Park Manor, a single-purpose not-for-profit corporation that owns and operates an affordable housing property in Pittsburg, California which SAHA is affiliated with through common members on the board of directors but is deemed not to have a majority control and economic benefit.

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements is as follows:

1. Principles of Combination

Not-for-Profit Corporations

The consolidated financial statements include the accounts of SAHA and other not-for-profit entities that are commonly controlled by SAHA’s Officers or Board of Directors, including those not-for-profit entities that are majority controlled by SAHA and Affiliates (the Organization). Other not-for-profit entities, over which SAHA and Affiliates does not exercise majority control, are not included in the consolidated financial statements. All material intercompany balances and transactions have been eliminated in the consolidated financial statements.

Limited Partnerships

Partnerships that are controlled by SAHA or its affiliated not-for-profit entities are included in the consolidated financial statements. The controlling general partnership interests generally range from 0.01% to 1.0% with the remainder of the partnership’s equity held by a limited partner and shown as non-controlling interests in net assets without donor restrictions. Partnerships over which SAHA or its affiliated entities exercise significant influence are included in the financial statements using the equity method of accounting.

Limited Liability Companies

Limited liability companies that are controlled by SAHA or its affiliated not-for-profit entities are included in the consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

1. Principles of Combination (Continued)

Eliminations

Material intercompany balances and transactions between controlled entities are eliminated in the consolidated financial statements. Examples include: elimination of partnership management, property management, accounting and other fees on the books of SAHA PM against the corresponding operating expenses on a partnership or property's books; elimination of receivables from partnerships and properties on SAHA and certain affiliates' books against the corresponding payables on the partnerships and properties books; and elimination of developer fee revenue on SAHA's books against developer fee costs which is capitalized into building cost on a partnership's books. Financial statements for each of the major business components, prior to eliminations, are available in the Supplementary Information.

2. Basis of Presentation and Accounting Method

The accompanying consolidated financial statements have been prepared on the accrual basis in accordance with GAAP, which requires that financial statements are presented on the basis of net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions

Net assets without donor restrictions consist of all resources of SAHA and Affiliates that have not been specifically restricted by a donor. Net assets without donor restrictions may be designated for specific purposes by action of the officers or board of directors.

Net Assets With Donor Restrictions

Net assets with donor restrictions consist of cash received or other assets with donor stipulations that limit their use. Donor restrictions are stipulated by either a time restriction or a purpose restriction. Upon expiration of a time restriction or completion of a purpose restriction, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

As of June 30, 2025 and 2024, all of SAHA and Affiliates' net assets are without donor restrictions.

3. Cash, Cash Equivalents, Restricted Cash and Deposits, and Concentrations of Credit Risk

Cash is defined as cash in demand deposits and cash on hand. Restricted cash are funds restricted as to their use and include reserves for repairs and replacements, operating reserves, tax and insurance impound accounts, other reserves, and tenant security deposits. Cash equivalents are highly liquid investments that are readily convertible to known amounts of cash. Generally, money market accounts and investments with original maturities of three months or less qualify as cash equivalents. As of June 30, 2025 and 2024, SAHA and Affiliates has deposits in excess of federally insured limits. SAHA and Affiliates have not experienced losses in such accounts and believes it is not exposed to any significant risk of loss.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Investments – Fair Value Measurements

SAHA and Affiliates applies FASB ASC 820, Fair Value Measurements (ASC 820), which establishes a framework for measuring fair value and expands disclosure requirements about fair value measurements. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 requires that valuation techniques maximize the use of observable inputs and minimize the use of unobservable inputs. ASC 820 also establishes a fair value hierarchy, which prioritizes the valuation inputs into three broad levels.

The three general valuation techniques that may be used to measure fair value are described below:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that SAHA and Affiliates has the ability to access.

Level 2 Inputs to the valuation methodology include:

- Quoted market prices for similar assets or liability in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

5. Investments in Other Entities

Investments in unconsolidated entities, over which SAHA and Affiliates' Officers and/or Board of Directors are deemed not to have majority control but have significant influence, are accounted for using the equity method of accounting. Under the equity method, the initial investment is recorded at cost and is subsequently increased by SAHA and Affiliates' share of earnings and decreased by its share of losses and distributions.

Investments in other entities, over which SAHA and Affiliates' Officers and/or Board of Directors are deemed not to have significant influence are accounted for using fair value. Since fair values of these equity securities are not readily determinable, the investments are estimated at cost, adjusted by any impairment and changes resulting from observable price changes in orderly transactions for identical or similar investments.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

6. Allowances for Uncollectible Accounts Receivable

SAHA and Affiliates record an allowance for doubtful collections based on a review of outstanding receivables, existing economic conditions or specific situations. Tenant rents receivable are reported net of an allowance for doubtful accounts. It is reasonably possible that management's estimate will change. As of June 30, 2025 and 2024, the balance of the allowance for doubtful accounts is \$397,230 and \$382,175, respectively.

7. Accounting for Leases

SAHA and Affiliates recognize a lease asset and a lease liability at the lease commencement date. The lease asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred. The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted at an applicable rate.

Total lease costs of operating leases on an undiscounted basis are recognized as expense over the term of the lease on a straight-line basis. Annual rent expense comprises amortization of the lease asset plus interest on the lease liability adjusted for any variations in lease payment amounts.

8. Development in Progress

Development in progress includes the cost of acquisition, construction or rehabilitation of housing projects that have not been completed. SAHA and Affiliates incur costs during the predevelopment phase of each affordable housing project undertaken including governmental, legal, and consulting fees. Property holding costs, including interest costs incurred on rehabilitation-related debt, net of interest earned on investment of the borrowed funds, are also capitalized. Any funds expended on a project that does not pass beyond the development stage are recorded as expenses when further activity on the project ceases. Development in progress is not depreciated until the completion of the development. Management estimates that no material portion of the development in progress is unrealizable.

9. Property and Equipment

Property and equipment is stated at cost as of the date of acquisition, or at fair market value if donated. The cost of maintenance and repairs are charged to operations when incurred. All major replacements and betterments are capitalized.

Depreciation is provided in amounts sufficient to relate the cost or fair market value of depreciable assets to operations over their estimated useful lives using the straight-line method. The useful lives of the assets are estimated as follows:

| | |
|------------------------------------|---------------|
| Land improvements | 5 to 40 years |
| Buildings and improvements | 5 to 40 years |
| Furniture, equipment, and vehicles | 5 to 15 years |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

9. Property and Equipment (continued)

In accordance with GAAP, SAHA and Affiliates review their investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flow expected to be generated by the rental property including any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the real estate exceeds the fair value of such property. There were no impairment loss recognized in the year ended June 30, 2025 and 2024.

10. Land

Purchased land is carried at cost. Donated land is carried at estimated fair market value at the date of donation.

11. Capitalized Interest

SAHA and Affiliates capitalize interest incurred during construction as a component of development in progress and building and improvements costs. SAHA and Affiliates capitalized interest of \$1,566,194 and \$6,292,996 during the years ended June 30, 2025 and 2024, respectively.

12. Deferred Costs and Amortization

Deferred costs consist of tax credit monitoring fees and market study costs that are amortized over ten to fifteen years using the straight-line method. As of June 30, 2025 and 2024, deferred costs are net of accumulated amortization of \$1,116,388 and \$1,255,785, respectively.

13. Fair Value of Financial Assets and Liabilities

The carrying value of cash and cash equivalents approximates fair value due to the short-term maturity of these instruments. It is not practicable for management to estimate the fair value of accounts and notes receivable, notes payable, investments in other entities, and financial guarantees because of the nature of such instruments and because there is no readily available market information for financial instruments with similar terms.

14. Management Fee Revenue

SAHA PM provides property management and bookkeeping services. SAHA provides asset management and partnership management services. Income is earned in accordance with the terms of the agreements and recorded as revenue. Such intercompany revenue has been eliminated in the consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

15. Grants and Contribution Revenue

Contributions are recognized as revenue when cash, securities or other assets, when an unconditional promise to give or a notification of a beneficial interest is received. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Grants represent contributions if the resource providers receive no value in exchange for the assets transferred. Government grants are treated as contributions. Contributions are recorded at their fair value as support without donor restrictions or support with donor restrictions, depending on the absence or existence of donor-imposed restrictions, as applicable. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. If donor restrictions are satisfied in the same period that the contribution is received, the contribution is reported as support without donor restrictions.

A portion of SAHA and Affiliates revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when SAHA and Affiliates have incurred qualifying expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are recorded as deferred revenue.

Revenue from program service fees are recognized as services are performed and collection is reasonably assured.

16. Rental Property Revenue

Rental income is recognized as rents become due. Rental income is shown at its maximum gross potential. Vacancy loss and concessions are shown as a reduction of rental income. All leases between SAHA and Affiliates and the tenants of the multi-family housing properties are operating leases. Lease terms are generally twelve-month non-cancellable operating leases. Rental payments received in advance are deferred until earned. Other income ancillary to the lease process such as fees for late payments, cleaning, damages, laundry facilities, and other charges is recorded when earned.

17. Developer Fee Revenue

SAHA earns fees for development services in connection with the acquisition, construction or rehabilitation of housing projects. Developer fees for services provided during the predevelopment phase are recognized at construction loan closing or with the admission of an investor limited partner into the tax credit partnership. Developer fees for services provided during the development or construction phase are recognized on the percentage-of-completion method as gauged by the general contractor's progress billings. Payments received for services not yet performed are deferred until earned.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

17. Developer Fee Revenue (continued)

Developer fees recognized from consolidated affiliates are eliminated as intercompany transactions. SAHA estimates that 40% to 60% of its development fees cover related project costs. Project costs include costs of development, such as consultants, allocated internal salaries and benefits, related overhead, and other non-reimbursed fees that are ordinarily capitalized. The profit portion of developer fees are considered deferred revenue and amortized annually to offset the depreciation expense related to the fee capitalized as real property costs. As of June 30, 2025 and 2024, deferred revenue relating to the profit portion of developer fees totals \$40,138,851 and \$30,997,899, respectively.

18. Advertising Costs

Advertising costs are charged to operations when incurred.

19. Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expense by nature. Accordingly, certain costs have been allocated among the programs and supporting services based on estimates of employees' time incurred and usage of resources.

Program services include all expense relating to affordable housing property management, affordable housing operations, development and asset management, and affordable housing resident services. Supporting services consist of management and general purposes along with fundraising and special events costs.

20. Risks and Uncertainties

SAHA and Affiliates are subject to various risks and uncertainties in the ordinary course of business that could have adverse impacts on its operating results and financial condition. Future operations could be affected by changes in the economy or other conditions in the geographical area where the Organization is located or by changes in federal, state and/or local low-income housing subsidies or the demand for such housing.

21. Income Taxes

SAHA, SAHA PM, and other not-for-profit corporations have received tax-exempt status under IRC Section 501(c)(3) and the California Franchise Tax Board under the Revenue and Taxation Code 23701(d). The income or loss from partnerships is reported by the partners on their income tax returns.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

21. Income Taxes (continued)

No income tax provision has been included in the consolidated financial statements for the single member limited liability companies, which are generally considered disregarded entities. The income and loss of the LLC's is included in the tax returns of their respective sole members. Only the annual California limited liability company minimum tax and the annual fee appear as expense in the consolidated financial statements.

SAHA and Affiliates believe that they have appropriate support for any tax positions taken, and as such, do not have any uncertain tax positions that are material to the financial statements. SAHA and affiliates' federal and state information and income tax returns for the years 2021 through 2024 are subject to examination by regulatory agencies, generally for three years and four years after they were filed for the federal and state returns, respectively.

22. Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

23. Guarantees

GAAP requires a liability to be recorded for the fair value of the stand-ready obligation associated with a guarantee issued after December 31, 2002. Guarantees issued between entities under common control or on behalf of an entity under common control are excluded. Consequently, no liabilities have been recorded as all guarantees are considered to be issued to entities under common control.

24. Allocation of Partnership Income/Loss and Tax Credits

The affiliated partnerships are generally expected to generate low-income housing tax credits, which will be allocated in the same manner as the income or loss of each affiliated partnership. Because the limited partners' losses are limited to their investments, except when SAHA and Affiliates are also the co-general partner and co-limited partner, the limited partners' equity will not be reduced below zero unless future capital contributions will be made in amounts sufficient to absorb the losses. All remaining losses are allocated to the general partners. Any subsequent income allocable to the limited partners is allocated to the general partners first until the general partners' share of that income offsets the losses not previously recognized by the limited partners.

25. Related Party Transactions

Material related party transactions and balances between controlled entities have been eliminated in the consolidated financial statements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE A - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

26. Debt Issuance Costs

Debt issuance costs are amortized over the term of the note payable using the straight-line method. GAAP requires that the effective yield method be used to amortize debt issuance costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective yield method. Debt issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the note payable to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense.

27. Date of Management's Evaluation and Subsequent Events

Management has evaluated subsequent events through December 15, 2025, which is the date the financial statements were available to be issued.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE B – INVESTMENTS – MARKETABLE SECURITIES

SAHA and Affiliates’ investments measured at fair value on a recurring basis as of June 30, and the fair value hierarchy of the valuation techniques utilized by SAHA and Affiliates to determine fair values are as follows:

| | <i>Cost as of June 30, 2025</i> | <i>Quoted Prices in Active Markets for Identical Assets (Level 1)</i> | <i>Significant Observable Inputs (Level 2)</i> | <i>Significant Unobservable Inputs (Level 3)</i> | <i>Total Fair Value as of June 30, 2025</i> |
|--------------------------------|-------------------------------------|---|--|--|---|
| Fixed income - corporate bonds | \$ 1,417,874 | \$ - | \$ 1,443,399 | \$ - | \$ 1,443,399 |
| Equities | 9,913,648 | 13,311,955 | - | - | 13,311,955 |
| Total | <u>\$ 11,331,522</u> | <u>13,311,955</u> | <u>1,443,399</u> | <u>-</u> | <u>14,755,354</u> |

| | <i>Cost as of June 30, 2024</i> | <i>Quoted Prices in Active Markets for Identical Assets (Level 1)</i> | <i>Significant Observable Inputs (Level 2)</i> | <i>Significant Unobservable Inputs (Level 3)</i> | <i>Total Fair Value as of June 30, 2024</i> |
|--------------------------------|-------------------------------------|---|--|--|---|
| Fixed income - corporate bonds | \$ 4,801,898 | \$ - | \$ 4,627,915 | \$ - | \$ 4,627,915 |
| Certificates of deposits | 3,696,750 | - | 3,696,750 | - | 3,696,750 |
| Equities | 4,753,979 | 7,383,756 | - | - | 7,383,756 |
| Total | <u>\$ 13,252,627</u> | <u>7,383,756</u> | <u>8,324,665</u> | <u>-</u> | <u>15,708,421</u> |

In accordance with the ASC 820, SAHA and Affiliates' investments are considered to be Level 1 and Level 2 within the fair value hierarchy. There were no significant transfers between the levels during the year. SAHA and Affiliates’ policy is to recognize transfers in and out of the levels at the end of the fiscal year; interim changes in the availability of fair value inputs are not recognized.

The components of investment return are as follows for the years ended June 30:

| | <u>2025</u> | <u>2024</u> |
|--|---------------------|---------------------|
| Interest and dividends | \$ 364,162 | \$ 369,586 |
| Realized and unrealized gains (losses) | 1,024,458 | 1,426,479 |
| Less: Investment expenses | <u>(60,845)</u> | <u>(80,872)</u> |
| Total return on investment securities | <u>\$ 1,327,775</u> | <u>\$ 1,715,193</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE C – RESTRICTED CASH AND DEPOSITS

Restricted cash and deposits consists of the following as of June 30:

| | 2025 | 2024 |
|-----------------------------|---------------|---------------|
| Operating reserves | \$ 17,974,983 | \$ 16,616,513 |
| Replacement reserves | 17,975,970 | 17,123,057 |
| Tenant security deposits | 1,710,484 | 1,527,259 |
| Escrow deposits | 846,583 | 666,760 |
| Residual receipts and other | 10,410,311 | 18,328,860 |
| Total restricted deposits | \$ 48,918,331 | \$ 54,262,449 |

Operating and Replacement Reserves

SAHA and Affiliates are required to maintain operating reserves as well as replacement and repair reserves for property and equipment in accordance with partnership and other lenders' regulatory agreements.

Tenant Security Deposits

SAHA and Affiliates and are required to hold security deposits in separate bank accounts in the name of the properties.

Escrow Deposits

SAHA and Affiliates are required to make monthly deposits with various debt servicers in amounts equal to annual property taxes, property insurance expenses, and other insurance expenses. Funds are disbursed by the debt servicer as payments become due.

Residual Receipts

SAHA and Affiliates are required to deposit excess cash, as generally defined by HUD, into separate bank accounts in accordance with the HUD regulatory agreements.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE D – PROPERTY AND EQUIPMENT

As of June 30, property, equipment, and accumulated depreciation consists of the following:

| | 2025 | 2024 |
|-----------------------------------|----------------|----------------|
| Land and land improvements | \$ 71,601,221 | \$ 70,733,371 |
| Building and improvements | 1,008,557,673 | 874,112,959 |
| Furniture, equipment and vehicles | 33,415,918 | 30,576,443 |
| Total property and equipment | 1,113,574,812 | 975,422,773 |
| Less: accumulated depreciation | (265,929,179) | (242,463,457) |
| Property and equipment, net | \$ 847,645,633 | \$ 732,959,316 |

NOTE E – DEVELOPMENT IN PROGRESS

As of June 30, development in progress consists of the following projects:

| Property | Type | Expected Completion | 2025 | 2024 |
|-------------------------------|------------------|------------------------|---------------|----------------|
| Ancora Place | New construction | 2025 | \$ - | \$ 67,738,361 |
| Almaden | New construction | 2026 | 2,025,026 | 1,913,248 |
| Flicker Bird Homes | New construction | 2026 | 48,105,556 | 12,002,781 |
| Aging in Place Campus | New construction | 2026 | 2,731,349 | 2,565,446 |
| Valor Village | New construction | 2025 | - | 15,701,129 |
| Plaza | New construction | 2027 | 2,548,920 | 1,632,260 |
| Verana Hill | New construction | 2025 | - | 45,140,520 |
| Pacific Avenue | New construction | 2027 | 8,667,857 | 1,824,957 |
| Thornton | New construction | 2027 | 728,427 | 3,849,463 |
| BUSD | New construction | 2026 | 9,464,652 | 2,076,869 |
| Sunflower Grace | New construction | 2027 | 245,346 | - |
| Sunflower 949 | New construction | 2027 | 50,573 | - |
| East 12th | New construction | 2027 | 325,619 | - |
| Other projects | Various | Various | 454,248 | 551,960 |
| Total development in progress | | | \$ 75,347,573 | \$ 154,996,994 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE F – INVESTMENTS IN OTHER ENTITIES

SAHA and Affiliates have investments in housing properties for which SAHA and Affiliates are not deemed to have majority control and therefore not consolidated. These investments (deficit) are accounted for under the equity method and total \$912,971 and \$662,005 as of June 30, 2025 and 2024, respectively. The financial position and activity are summarized below:

| | Unaudited | |
|----------------------------|-----------------|-----------------|
| | 2025 | 2024 |
| Total assets | \$ 85,112,845 | \$ 86,877,155 |
| Total liabilities | \$ (72,209,081) | \$ (73,288,250) |
| Partners' (equity) deficit | \$ (13,517,164) | \$ (14,488,038) |
| Net income (loss) | \$ (613,442) | \$ (899,133) |

In addition, SAHA holds investments in Housing Partnership Insurance Exchange (HPIEx) to gain access to affordable property and liability insurance from a reciprocal insurance company.

NOTE G - RIGHT OF USE ASSETS – LEASES AND LEASE LIABILITIES

On July 10, 2014, SAHA and Affiliates entered into a 15-year non-cancellable lease agreement to lease office space in Berkeley, California. Pursuant to the lease agreement, monthly base rental payments of \$22,624, increasing annually by 3% through June 17, 2025, or the lessor of 3% or CPI through June 17, 2030, are due beginning June 17, 2015, through lease termination on June 17, 2030. On July 20, 2021, the lease was amended to include additional space and increase the monthly rental payments to \$33,324 effective February 1, 2022, through April 30, 2022, then \$43,159 beginning May 1, 2022, increasing annually by 3% on January 1st. In addition, the lease agreement requires SAHA and Affiliates to pay escalation rent, defined in the lease agreement as SAHA and Affiliates' share of the Lessor's operating expenses and property taxes, on a monthly basis.

SAHA and Affiliates also have ground leases for properties in California which expire through 2123. Total lease expense for the years ended June 30, 2025 and 2024 was \$748,044 and \$682,575, respectively. SAHA and Affiliates generally does not have access to the rate implicit in the lease, therefore SAHA and Affiliates utilized risk free rates of 2.88% and 3.00% as the discount rate. Lease costs are included in administrative expenses on the statements of functional expenses. The required minimum annual cash payments, not including additional payments required from property operating cash flow on the leases, are as follows:

| | Office Space | Ground Lease | Total |
|-------|--------------|--------------|--------------|
| 2026 | \$ 574,416 | \$ - | \$ 574,416 |
| 2027 | 591,649 | - | 591,649 |
| 2028 | 609,398 | - | 609,398 |
| 2029 | 627,680 | - | 627,680 |
| 2030 | 646,511 | - | 646,511 |
| Total | \$ 3,049,654 | \$ - | \$ 3,049,654 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE G - RIGHT OF USE ASSETS AND LIABILITIES – LEASES (Continued)

The lease liability at June 30, 2025 of \$3,999,063 is the present value of remaining scheduled lease payments as follows:

| | | |
|--|-----------------------------|---------------------|
| | 2026 | \$ 574,416 |
| | 2027 | 591,649 |
| | 2028 | 609,398 |
| | 2029 | 627,680 |
| | 2030 | 646,511 |
| | Thereafter | <u>5,400,290</u> |
| | Total payments under leases | 8,449,944 |
| | Less imputed interest | <u>(4,450,881)</u> |
| | Total lease liabilities | <u>\$ 3,999,063</u> |

NOTE H - NOTES PAYABLE

Notes payable are generally secured by the respective properties and summarized as follows:

| | 2025 | 2024 |
|--|----------------|----------------|
| Permanent loans payable in monthly installments including interest at rates ranging from 2% to 7.65% based on amortization terms ranging from 10 to 40 years with varying maturity dates through 2060. For the years ending June 30, 2025 and 2024, interest expense totaled \$5,745,137 and \$5,575,128, respectively. As of June 30, 2025 and 2024, accrued interest totaled \$251,597 and \$226,372, respectively. | \$ 118,667,453 | \$ 116,769,581 |
| Deferred loans payable to various government agencies and lenders are non-interest bearing, bear simple interest at rates ranging from 0.5% to 10%, or bear compounding interest at rates ranging from 2.95% to 3.92% and have varying maturity dates through 2083. Payments are either payable from available residual receipts or surplus cash or are deferred until maturity. For the years ending June 30, 2025 and 2024, interest expense totaled \$8,922,722 and \$6,907,773, respectively. As of June 30, 2025 and 2024, accrued deferred interest totaled \$76,384,666 and \$71,751,263, respectively. | 418,055,147 | 383,050,664 |
| Construction loans bear interest at variable rates ranging from 4.8% to 7.09% at June 30, 2025 and with varying maturity dates through 2026. During the construction period, all interest shall be added to the outstanding principal balance. For the years ending June 30, 2025 and 2024, interest expense totaled \$5,046,975 and \$2,022,093, respectively. | 53,547,627 | 120,845,393 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE H - NOTES PAYABLE (Continued)

| | 2025 | 2024 |
|--|-----------------------|-----------------------|
| Predevelopment loans payable to various government agencies and partnerships are either non-interest bearing, bear simple interest at a rate of 3% or bear interest at rates ranging from 2% to 3%, and have varying maturity dates through 2081. Payments are either payable from residual receipts or surplus cash or are deferred until maturity. These loans are expected to be paid upon close of construction financing or transferred to the ultimate entity organized to be the owner of the property. For the years ending June 30, 2025 and 2024, interest expense totaled \$10,000 and \$12,500, respectively. As of June 30, 2025 and 2024, accrued deferred interest totaled \$76,388 and \$54,308, respectively. | <u>\$ 1,173,500</u> | <u>\$ 1,893,000</u> |
| Total notes payable | 591,443,727 | 622,558,638 |
| Less: Current maturities | (5,452,598) | (5,522,835) |
| Less: Unamortized debt issuance costs | <u>(6,486,995)</u> | <u>(7,593,442)</u> |
| Total notes payable, net | <u>\$ 579,444,099</u> | <u>\$ 609,442,361</u> |

Principal payments toward deferred loans and notes payable for the next five years are subject to changes in net cash flow, which is a contingency that cannot be reasonably estimated. The construction loans are anticipated to be converted to permanent financing upon maturity and are excluded from the current portion of long-term obligations. The minimum required payments are estimated as follows for the years ending June 30:

| | |
|---------------------|---------------------|
| 2026 - \$ 5,452,598 | 2029 - \$ 5,682,707 |
| 2027 - \$ 5,202,963 | 2030 - \$ 4,429,833 |
| 2028 - \$ 5,963,195 | |

NOTE I - DEFERRED REVENUE

As of June 30, deferred revenue consists of the following:

| | 2025 | 2024 |
|--|----------------------|----------------------|
| Prepaid rents | \$ 1,209,588 | \$ 245,369 |
| Deferred grant income | 4,175,624 | 4,480,033 |
| Deferred employee retention credit revenue | 2,113,948 | - |
| Deferred developer fee (profit portion) | <u>31,602,942</u> | <u>30,997,899</u> |
| Total deferred revenue | 39,102,102 | 35,723,301 |
| Less: current portion | <u>(5,385,212)</u> | <u>(5,546,558)</u> |
| Non-current portion | <u>\$ 33,716,890</u> | <u>\$ 30,176,743</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE J - RELATED PARTY TRANSACTIONS

For the years ended June 30, 2025 and 2024, property management, accounting and resident services fees charged to unconsolidated affiliated organizations totaled \$167,747 and \$186,432, respectively. As of June 30, 2025 and 2024, amounts receivable from unconsolidated affiliated organizations for property management fees, accounting fees, and reimbursement of operating costs totaled \$36,753 and \$44,595, respectively.

For the years ended June 30, 2025 and 2024, rent expense paid to unconsolidated affiliated organizations totaled \$590,559 and \$638,692, respectively.

NOTE K – COMMERCIAL OPERATING LEASE AGREEMENTS

SAHA and Affiliates sublease commercial space, as landlord, under various non-cancellable lease agreements to commercial tenants. The lease terms vary from 3 years to 10 years with agreements calling for escalations in rental payments over the life of the lease and agreements with flat rate rent over the lease term. In addition, various lease agreements require the commercial tenants to reimburse SAHA and Affiliates for common area maintenance costs, but not all.

Accordingly, receipts due under non-cancellable commercial operating sublease agreements for each of the next five years ending June 30 are estimated as follows:

| | | | |
|-----------|---------|-----------|--------|
| 2026 - \$ | 391,843 | 2029 - \$ | 24,866 |
| 2027 - \$ | 188,424 | 2030 - \$ | - |
| 2028 - \$ | 105,350 | | |

NOTE L - RETIREMENT PLAN

SAHA and Affiliates offer a 401(k) Profit Sharing Plan (the Plan) covering employees after one month of service, as defined in the Plan. Employees may contribute to the Plan upon becoming eligible and all employee contributions are immediately vested.

SAHA and Affiliates contribute to the Plan in an amount equal to the first 4% of the employees' contributions. This employer contribution is immediately vested. For the years ended June 30, 2025 and 2024, the employer contribution totaled \$644,785 and \$628,078, respectively.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE M - EMPLOYEE RETENTION CREDIT

SAHA and Affiliates applied for the Employee Retention Credit (ERC) under the provisions of the Coronavirus Aid, Relief, and Economic Security Act. SAHA and Affiliates applied for \$2,393,739, which was received during the year ended June 30, 2025. Of that amount, \$279,791 was paid to the consultant who helped submit the application and is recorded as administrative expense during the year ended June 30, 2025.

SAHA and Affiliates believes it has met the eligibility requirements for the ERC using the partial or total government ordered shut down criterion and determined that the amount of credit claimed was in accordance with that eligibility criterion. SAHA and Affiliates has established a liability for \$2,113,947 because of the uncertainty of how the eligibility requirements will be interpreted by the Internal Revenue Service (IRS). The IRS has the right to audit the ERC claim through July 2029.

NOTE N – COMMITMENTS, CONTINGENCIES, AND OTHER MATTERS

SAHA and Affiliates issue a variety of guarantees in the course of developing properties. The guarantees are generally issued in favor of limited partner investors or lenders. Guarantees, as of June 30, 2025 and 2024, (except for tax benefits, which are one year in arrears), consist of the following:

| | 2025 | 2024 |
|--|----------------|----------------|
| Operating deficits | \$ 12,700,000 | \$ 11,900,000 |
| Construction loan repayment and completion (1) | 175,000,000 | 202,000,000 |
| Tax credits | 255,323,424 | 118,300,000 |
| Total guarantees | \$ 443,023,424 | \$ 332,200,000 |

(1) \$54,000,000 of construction loan funds had been drawn as of June 30, 2025.

Operating Deficit Guarantees

Operating deficit guarantees are commitments to fund future potential operating deficits of partnerships. The guarantees are issued in favor of tax credit limited partnerships and generally are for the fifteen-year period when the investor is expected to hold its limited partner interest, or for shorter periods (for example, until certain debt ratios are achieved). A payment under a guarantee would result in the transfer of cash resources from the guarantor to an affiliate, resulting in an obligation to repay the advance, usually from future operating cash flow. To date, SAHA and Affiliates have not experienced any calls on these guarantees.

Construction Loan Repayment and Completion Guarantees

SAHA and Affiliates provide repayment guarantees for construction loans used for the development of properties. SAHA and Affiliates have also provided construction completion guarantees in favor of certain lenders for the development of properties and lease-up of a project, should the project not receive expected permanent financing, or should the cost of the development exceed permanent financing received. A payment under such a guarantee would result in the transfer of cash resources from the guarantor to an affiliate that is obligated to complete a development, resulting in an obligation to repay the advance, usually from future operating cash flow. There are no significant completion delays in SAHA and Affiliates' current developments. To date, SAHA and Affiliates have not experienced non-completion of a project, nor has it been called on for any loan repayment guarantee.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE N – COMMITMENTS, CONTINGENCIES, AND OTHER MATTERS (Continued)

Tax Credit Guarantees

As the sponsor or the developer of certain properties financed in part by federal and/or state tax credit allocations, SAHA and Affiliates have made certain guarantees to investors as to the tax credits and other benefits to be derived from the properties. These guarantees generally cover the tax compliance periods of fifteen years after initial lease-up. A payment under such a guarantee could result in a cash distribution from an affiliate's operating cash flow to the investor limited partner. In the opinion of management, compliance with tax regulations and careful monitoring of the properties should preclude these contingent liabilities from materializing. To date, SAHA and Affiliates have not experienced any calls on these guarantees.

Affordable Housing Program Loans

Included in net assets without donor restrictions are \$990,000 of funds received under the Affordable Housing Program (AHP) from Silicon Valley Bank, a division of First Citizens Bank. These amounts have been recognized as contribution revenue rather than notes payable in the respective years of receipt: 2006, 2007 and 2008. These awards are subject to full repayment with interest in the event that SAHA, or the projects owned by University Avenue Senior Housing, L.P. and Petaluma Avenue Homes, L.P., do not comply with the obligations under the loan agreements. The AHP funds are subject to repayment plus interest at the Federal Home Loan Bank rate plus 5% per annum. SAHA fully intends to remain in compliance with all obligations for the loan agreements during the 15-year compliance term and management expects the loans to be forgiven at maturity.

Litigation

SAHA and Affiliates are named in various claims and legal actions in the normal course of their activities. Based upon counsel and management's opinion, the outcomes of such matters are not expected to have a material adverse effect on SAHA and Affiliates' financial position or changes in net assets.

Property management

Property management on certain properties is contracted with non-affiliated entities for annual amounts subject to yearly increases.

Grants and loans receivable

In connection with various federal, state and city grants and loan programs, SAHA and Affiliates are obligated to operate in accordance with those grant and loan requirements and are subject to audit by those agencies. In cases of noncompliance, the agencies involved may require that SAHA and Affiliates and certain affiliates refund payment of program funds. The amount, if any, of expenditures that may be disallowed by the agencies cannot be determined at this time, although SAHA and Affiliates expect such amounts, if any, to be immaterial.

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2025 and 2024

NOTE N – COMMITMENTS, CONTINGENCIES, AND OTHER MATTERS (Continued)

Other

As general partners in various partnerships, SAHA and Affiliates may be subject to other liabilities, should the affected partnerships' assets become insufficient to meet their obligations. In the opinion of management, future revenues and the value of the underlying assets of each of these partnerships will be sufficient to meet ongoing and future partnership obligations.

Purchase Option

In connection with the development of affordable housing projects which are owned by limited partnerships, affiliates of SAHA and Affiliates have acquired the options to purchase the projects at the close of the projects' 15-year compliance period.

NOTE O – LIQUIDITY AND AVAILABILITY

As of June 30, SAHA and Affiliates have financial assets available for general expenditure within one year of the balance sheet date consisting of the following:

| | 2025 | 2024 |
|---|---------------|---------------|
| Cash and cash equivalents | \$ 35,137,322 | \$ 33,056,811 |
| Investments - marketable securities | 14,755,354 | 15,708,421 |
| Grants receivable | 1,117,439 | 1,952,359 |
| Tenant rents and other receivables | 1,699,304 | 1,606,802 |
| Management fees, service fees and costs receivable | 548,075 | 424,067 |
| Total financial assets available for general expenditures within one year | \$ 53,257,494 | \$ 52,748,460 |

Financial assets include amounts that will be used to pay accounts payable, accrued expenses and other distributions from operating cash flow, if any, in the subsequent year. None of the financial assets are subject to grantor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. SAHA and Affiliates' liquidity management policy requires the maintenance of six months of operating cash, which is defined as operating revenue minus operating expenses, in its general fund operating account.

SUPPLEMENTARY INFORMATION

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATING SCHEDULES OF FINANCIAL POSITION

June 30, 2025

ASSETS

| | <u>SAHA</u> | <u>SAHA PM</u> | <u>Affiliates</u> | <u>Properties</u> | <u>Eliminations</u> | <u>Total</u> |
|--|-----------------------|-----------------------|-----------------------|-------------------------|------------------------|-------------------------|
| Current assets | | | | | | |
| Cash and cash equivalents | \$ 10,977,902 | \$ 2,485,510 | \$ - | \$ 21,673,910 | \$ - | \$ 35,137,322 |
| Investments - marketable securities | 15,369,302 | - | - | (613,948) | - | 14,755,354 |
| Grants receivable | 1,000,883 | - | - | 116,556 | - | 1,117,439 |
| Tenant rents and other receivables, net of allowance | 335,483 | 10 | - | 1,363,811 | - | 1,699,304 |
| Management fees, service fees and costs receivable | 117,602 | (4,930,279) | - | - | 5,360,752 | 548,075 |
| Partnership management fees receivable, current | 545,172 | - | - | - | (541,506) | 3,666 |
| Development fees receivable, current | 3,528,928 | - | - | - | (3,528,928) | - |
| Prepaid expenses | 1,323,449 | 6,236 | - | 2,422,623 | (1,096,326) | 2,655,982 |
| Total current assets | <u>33,198,721</u> | <u>(2,438,523)</u> | <u>-</u> | <u>24,962,952</u> | <u>193,992</u> | <u>55,917,142</u> |
| Non-current assets | | | | | | |
| Restricted cash and deposits | 859,732 | - | - | 48,058,599 | - | 48,918,331 |
| Partnership management fees receivable, net of current | 2,585,803 | - | 2,331,869 | - | (4,883,656) | 34,016 |
| Development fees receivable, net of current | 8,264,599 | - | - | - | (8,264,599) | - |
| Development cost advances receivable | 7,232,387 | - | - | - | (7,232,387) | - |
| Property and equipment, net | 6,240,340 | - | - | 841,673,962 | (268,669) | 847,645,633 |
| Notes receivable, including interest | 54,786,323 | - | 23,744,770 | - | (78,256,917) | 274,176 |
| Development in progress | 2,479,896 | - | - | 72,934,528 | (66,851) | 75,347,573 |
| Deferred costs, net | - | - | - | 682,251 | - | 682,251 |
| Investments in other entities | 2,059,899 | 154,663 | (27,641,712) | - | 26,340,121 | 912,971 |
| Right of use assets - leases, net of current | 1,386,682 | - | - | 13,938,626 | - | 15,325,308 |
| Other non-current assets | 46,571 | - | - | 71,394 | - | 117,965 |
| Total non-current assets | <u>85,942,232</u> | <u>154,663</u> | <u>(1,565,073)</u> | <u>977,359,360</u> | <u>(72,632,958)</u> | <u>989,258,224</u> |
| Total assets | <u>\$ 119,140,953</u> | <u>\$ (2,283,860)</u> | <u>\$ (1,565,073)</u> | <u>\$ 1,002,322,312</u> | <u>\$ (72,438,966)</u> | <u>\$ 1,045,175,366</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATING SCHEDULES OF FINANCIAL POSITION (Continued)

June 30, 2025

LIABILITIES AND NET ASSETS

| | SAHA | SAHA PM | Affiliates | Properties | Eliminations | Total |
|---------------------------------------|-----------------------|-----------------------|-----------------------|-------------------------|------------------------|-------------------------|
| Current liabilities | | | | | | |
| Accounts payable and accrued expenses | \$ 9,284,096 | \$ 198,016 | \$ 2,332,669 | \$ 7,933,071 | \$ (7,669,119) | \$ 12,078,733 |
| Intercompany accounts payable | (7,952,512) | - | - | 2,732,009 | 5,220,503 | - |
| Deferred revenue, current | 9,290 | - | - | 5,521,390 | (145,468) | 5,385,212 |
| Tenant security deposits | 130,401 | - | - | 1,577,780 | - | 1,708,181 |
| Accrued interest, current | 2,144 | - | - | 249,453 | - | 251,597 |
| Notes payable, current | 141,333 | - | - | 5,311,265 | - | 5,452,598 |
| Total current liabilities | <u>1,614,752</u> | <u>198,016</u> | <u>2,332,669</u> | <u>23,324,968</u> | <u>(2,594,084)</u> | <u>24,876,321</u> |
| Long-term liabilities | | | | | | |
| Development costs payable | 34,659 | - | - | 41,328,099 | (19,928,625) | 21,434,133 |
| Deferred revenue, net of current | 2,113,948 | - | - | - | 31,602,942 | 33,716,890 |
| Lease liabilities | 1,770,016 | - | - | 2,229,047 | - | 3,999,063 |
| Notes payable, net of current | 8,279,726 | - | 1,000,000 | 644,242,536 | (74,018,128) | 579,504,134 |
| Accrued interest, net of current | 3,819,144 | - | - | 76,869,367 | (4,238,789) | 76,449,722 |
| Total long-term liabilities | <u>16,017,493</u> | <u>-</u> | <u>1,000,000</u> | <u>764,669,049</u> | <u>(66,582,600)</u> | <u>715,103,942</u> |
| Total liabilities | <u>17,632,245</u> | <u>198,016</u> | <u>3,332,669</u> | <u>787,994,017</u> | <u>(69,176,684)</u> | <u>739,980,263</u> |
| Net assets | | | | | | |
| Controlling interest | 101,508,708 | (2,481,876) | (4,897,742) | 11,376,621 | (3,262,282) | 102,243,429 |
| Non-controlling interest | - | - | - | 202,951,674 | - | 202,951,674 |
| Total net assets | <u>101,508,708</u> | <u>(2,481,876)</u> | <u>(4,897,742)</u> | <u>214,328,295</u> | <u>(3,262,282)</u> | <u>305,195,103</u> |
| Total liabilities and net assets | <u>\$ 119,140,953</u> | <u>\$ (2,283,860)</u> | <u>\$ (1,565,073)</u> | <u>\$ 1,002,322,312</u> | <u>\$ (72,438,966)</u> | <u>\$ 1,045,175,366</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
CONSOLIDATING SCHEDULES OF ACTIVITIES
Year Ended June 30, 2025

| | SAHA | SAHA PM | Affiliates | Properties | Eliminations | Total |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Support and revenue without donor restrictions | | | | | | |
| Support | | | | | | |
| Grants and contributions - administrative | \$ 1,114,232 | \$ - | \$ - | \$ - | \$ - | \$ 1,114,232 |
| Grants and contributions - development | 6,633,308 | - | - | 62,525,234 | - | 69,158,542 |
| Grants and contributions - individual and corporate | 3,364,633 | - | 13,701 | - | (3,119,422) | 258,912 |
| Total support | <u>11,112,173</u> | <u>-</u> | <u>13,701</u> | <u>62,525,234</u> | <u>(3,119,422)</u> | <u>70,531,686</u> |
| Revenue | | | | | | |
| Development fees | 3,841,364 | - | - | - | (3,818,260) | 23,104 |
| Partnership management fees | 1,278,055 | - | 877,898 | - | (2,147,058) | 8,895 |
| Property management fees | - | 4,355,953 | - | - | (3,908,225) | 447,728 |
| Resident service fees | 3,659,219 | - | - | - | (3,659,219) | - |
| Rental property revenue | 1,820,921 | - | - | 73,195,218 | (29,325) | 74,986,814 |
| Commercial property rental revenue | 614,722 | - | - | - | - | 614,722 |
| Interest income and net investment return | 2,506,781 | - | 969,889 | 1,313,800 | (1,512,688) | 3,277,782 |
| Other income | 1,226,178 | 385,371 | 14,097,030 | 22,088 | (15,151,542) | 579,125 |
| Total revenue | <u>14,947,240</u> | <u>4,741,324</u> | <u>15,944,817</u> | <u>74,531,106</u> | <u>(30,226,317)</u> | <u>79,938,170</u> |
| Total support and revenue | <u>26,059,413</u> | <u>4,741,324</u> | <u>15,958,518</u> | <u>137,056,340</u> | <u>(33,345,739)</u> | <u>150,469,856</u> |
| Expenses | | | | | | |
| Program services | 13,427,943 | 4,914,680 | 3,503,102 | 103,300,095 | (16,340,272) | 108,805,548 |
| Management and general | 5,017,910 | 500,061 | 14,972 | - | - | 5,532,943 |
| Fundraising and special events | 22,701 | - | - | - | - | 22,701 |
| Total expenses | <u>18,468,554</u> | <u>5,414,741</u> | <u>3,518,074</u> | <u>103,300,095</u> | <u>(16,340,272)</u> | <u>114,361,192</u> |
| Change in net assets without donor restrictions before other losses | 7,590,859 | (673,417) | 12,440,444 | 33,756,245 | (17,005,467) | 36,108,664 |
| Other losses | | | | | | |
| Net losses on investments in other entities | (199,626) | 2,999 | - | - | - | (196,627) |
| Change in net assets without donor restrictions | <u>7,790,485</u> | <u>(676,416)</u> | <u>12,440,444</u> | <u>33,756,245</u> | <u>(17,005,467)</u> | <u>36,305,291</u> |
| Net assets without donor restrictions - beginning of year | 91,144,093 | 768,670 | (17,338,186) | 154,633,599 | 21,747,362 | 250,955,538 |
| Transfer of limited partnership interests | - | - | - | 755,771 | - | 755,771 |
| Net capital contributions, distributions and syndication costs | <u>2,574,130</u> | <u>(2,574,130)</u> | <u>-</u> | <u>25,182,680</u> | <u>(8,004,177)</u> | <u>17,178,503</u> |
| Net assets without donor restrictions - end of year | <u>\$ 101,508,708</u> | <u>\$ (2,481,876)</u> | <u>\$ (4,897,742)</u> | <u>\$ 214,328,295</u> | <u>\$ (3,262,282)</u> | <u>\$ 305,195,103</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
STATEMENT OF FINANCIAL POSITION – SAHA & SAHA PM ONLY
June 30, 2025 with Comparative Totals for June 30, 2024

ASSETS

| | SAHA | Rental Properties | | Eliminations | SAHA | SAHA PM | Eliminations | Totals | 2024 Totals |
|--|-----------------------|---------------------|---------------------|--------------|-----------------------|-----------------------|--------------------|-----------------------|-----------------------|
| | Corp & Comm | BSS | Sierra Gardens | | Total | | | | |
| Current assets | | | | | | | | | |
| Cash and cash equivalents | \$ 10,843,317 | \$ 26,522 | \$ 108,063 | \$ - | \$ 10,977,902 | \$ 2,485,510 | \$ - | \$ 13,463,412 | \$ 14,668,854 |
| Investments - marketable securities | 15,369,302 | - | - | - | 15,369,302 | - | - | 15,369,302 | 12,011,671 |
| Grants receivable | 1,000,883 | - | - | - | 1,000,883 | - | - | 1,000,883 | 1,857,041 |
| Tenant rents and other receivables, net of allowance | 292,703 | 33,893 | 8,887 | - | 335,483 | 10 | (4,878) | 330,615 | 303,969 |
| Management fees, service fees and costs receivable | 117,602 | - | - | - | 117,602 | (4,930,279) | (43,415) | (4,856,092) | (1,388,458) |
| Partnership management fees receivable, current | 545,172 | - | - | - | 545,172 | - | - | 545,172 | 371,001 |
| Development fees receivable, current | 3,528,928 | - | - | - | 3,528,928 | - | - | 3,528,928 | 3,718,483 |
| Prepaid expenses | 1,264,332 | 41,715 | 17,402 | - | 1,323,449 | 6,236 | - | 1,329,685 | 1,209,164 |
| Total current assets | 32,962,239 | 102,130 | 134,352 | - | 33,198,721 | (2,438,523) | (48,293) | 30,711,905 | 32,751,725 |
| Non-current assets | | | | | | | | | |
| Restricted cash and deposits | 45,434 | 665,528 | 148,770 | - | 859,732 | - | - | 859,732 | 8,780,863 |
| Partnership management fees receivable, net of current | 2,585,803 | - | - | - | 2,585,803 | - | - | 2,585,803 | 1,693,860 |
| Development fees receivable, net of current | 8,264,599 | - | - | - | 8,264,599 | - | - | 8,264,599 | 10,994,207 |
| Development cost advances receivable | 7,232,387 | - | - | - | 7,232,387 | - | - | 7,232,387 | 6,531,815 |
| Property and equipment, net | 2,012,489 | 2,961,787 | 1,266,064 | - | 6,240,340 | - | - | 6,240,340 | 6,609,591 |
| Notes receivable, including interest | 54,786,323 | - | - | - | 54,786,323 | - | - | 54,786,323 | 48,158,668 |
| Development in progress | 2,479,896 | - | - | - | 2,479,896 | - | - | 2,479,896 | 3,157,010 |
| Investments in other entities | 2,059,899 | - | - | - | 2,059,899 | 154,663 | - | 2,214,562 | 1,177,001 |
| Right of use assets - leases | 1,386,682 | - | - | - | 1,386,682 | - | - | 1,386,682 | 1,443,059 |
| Other non-current assets | 46,571 | - | - | - | 46,571 | - | - | 46,571 | 53,146 |
| Total non-current assets | 80,900,083 | 3,627,315 | 1,414,834 | - | 85,942,232 | 154,663 | - | 86,096,895 | 88,599,220 |
| Total assets | \$ 113,862,322 | \$ 3,729,445 | \$ 1,549,186 | \$ - | \$ 119,140,953 | \$ (2,283,860) | \$ (48,293) | \$ 116,808,800 | \$ 121,350,945 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
STATEMENT OF FINANCIAL POSITION – SAHA & SAHA PM ONLY (Continued)
June 30, 2025 with Comparative Totals for June 30, 2024

LIABILITIES AND NET ASSETS

| | SAHA | Rental Properties | | Eliminations | SAHA | SAHA PM | Eliminations | Totals | 2024 Totals |
|--|-----------------------|---------------------|---------------------|--------------|-----------------------|-----------------------|--------------------|-----------------------|-----------------------|
| | Corp & Comm | BSS | Sierra Gardens | | Total | | | | |
| Current liabilities | | | | | | | | | |
| Accounts payable and accrued expenses | \$ 9,237,485 | \$ 40,674 | \$ 5,937 | \$ - | \$ 9,284,096 | \$ 198,016 | \$ - | \$ 9,482,112 | \$ 17,922,990 |
| Intercompany accounts payable | (8,011,498) | 47,501 | 11,485 | - | (7,952,512) | - | (48,293) | (8,000,805) | (4,263,828) |
| Deferred revenue, current | 2,320 | 6,933 | 37 | - | 9,290 | - | - | 9,290 | 15,047 |
| Tenant security deposits | 47,260 | 48,918 | 34,223 | - | 130,401 | - | - | 130,401 | 134,232 |
| Accrued interest, current | - | - | 2,144 | - | 2,144 | - | - | 2,144 | 2,144 |
| Notes payable, current | - | 59,179 | 82,154 | - | 141,333 | - | - | 141,333 | 141,333 |
| Total current liabilities | <u>1,275,567</u> | <u>203,205</u> | <u>135,980</u> | <u>-</u> | <u>1,614,752</u> | <u>198,016</u> | <u>(48,293)</u> | <u>1,764,475</u> | <u>13,951,918</u> |
| Long-term liabilities | | | | | | | | | |
| Deferred revenue, net of current portion | 2,113,948 | - | - | - | 2,113,948 | - | - | 2,113,948 | - |
| Development costs payable | 34,659 | - | - | - | 34,659 | - | - | 34,659 | 823,534 |
| Lease liabilities | 1,770,016 | - | - | - | 1,770,016 | - | - | 1,770,016 | 1,829,370 |
| Notes payable, net of current | 2,658,500 | 4,509,225 | 1,112,001 | - | 8,279,726 | - | - | 8,279,726 | 9,135,583 |
| Accrued interest, net of current | 65,055 | 3,075,903 | 678,186 | - | 3,819,144 | - | - | 3,819,144 | 3,697,777 |
| Total long-term liabilities | <u>6,642,178</u> | <u>7,585,128</u> | <u>1,790,187</u> | <u>-</u> | <u>16,017,493</u> | <u>-</u> | <u>-</u> | <u>16,017,493</u> | <u>15,486,264</u> |
| Total liabilities | 7,917,745 | 7,788,333 | 1,926,167 | - | 17,632,245 | 198,016 | (48,293) | 17,781,968 | 29,438,182 |
| Net assets | <u>105,944,577</u> | <u>(4,058,888)</u> | <u>(376,981)</u> | <u>-</u> | <u>101,508,708</u> | <u>(2,481,876)</u> | <u>-</u> | <u>99,026,832</u> | <u>91,912,763</u> |
| Total liabilities and net assets | <u>\$ 113,862,322</u> | <u>\$ 3,729,445</u> | <u>\$ 1,549,186</u> | <u>\$ -</u> | <u>\$ 119,140,953</u> | <u>\$ (2,283,860)</u> | <u>\$ (48,293)</u> | <u>\$ 116,808,800</u> | <u>\$ 121,350,945</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
STATEMENT OF ACTIVITIES – SAHA & SAHA PM ONLY
Year Ended June 30, 2025 with Comparative Totals for Year Ended June 30, 2024

| | SAHA | Rental Properties | | | SAHA | SAHA PM | Eliminations | Totals | 2024 Totals |
|---|-----------------------|-----------------------|---------------------|-----------------|-----------------------|-----------------------|-----------------|----------------------|----------------------|
| | Corp & Comm | BSS | Sierra Gardens | Eliminations | Total | | | | |
| Support and Revenue | | | | | | | | | |
| Support | | | | | | | | | |
| Grants and contributions - administrative | \$ 1,114,232 | \$ - | \$ - | \$ - | \$ 1,114,232 | \$ - | \$ - | \$ 1,114,232 | \$ 563,452 |
| Grants and contributions- development | 6,633,308 | - | - | - | 6,633,308 | - | - | 6,633,308 | 9,722,238 |
| Grants and contributions - individual and corporate | 3,364,633 | - | - | - | 3,364,633 | - | - | 3,364,633 | 2,827,934 |
| Total support | <u>11,112,173</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>11,112,173</u> | <u>-</u> | <u>-</u> | <u>11,112,173</u> | <u>13,113,624</u> |
| Revenue | | | | | | | | | |
| Development fees | 3,841,364 | - | - | - | 3,841,364 | - | - | 3,841,364 | 7,523,464 |
| Partnership management fees | 1,278,055 | - | - | - | 1,278,055 | - | - | 1,278,055 | 1,158,226 |
| Property management fees | - | - | - | - | - | 4,355,953 | (95,073) | 4,260,880 | 3,999,342 |
| Resident service fees | 3,679,084 | - | - | (19,865) | 3,659,219 | - | - | 3,659,219 | 3,169,077 |
| Rental property revenue | - | 1,325,323 | 495,598 | - | 1,820,921 | - | - | 1,820,921 | 1,798,527 |
| Commercial property rental revenue | 614,722 | - | - | - | 614,722 | - | - | 614,722 | 666,524 |
| Interest income and net investment return | 2,497,455 | 8,732 | 594 | - | 2,506,781 | - | - | 2,506,781 | 2,769,587 |
| Other income | 1,233,161 | - | - | (6,983) | 1,226,178 | 385,371 | - | 1,611,549 | 484,737 |
| Total revenue | <u>13,143,841</u> | <u>1,334,055</u> | <u>496,192</u> | <u>(26,848)</u> | <u>14,947,240</u> | <u>4,741,324</u> | <u>(95,073)</u> | <u>19,593,491</u> | <u>21,569,484</u> |
| Total support and revenue | <u>24,256,014</u> | <u>1,334,055</u> | <u>496,192</u> | <u>(26,848)</u> | <u>26,059,413</u> | <u>4,741,324</u> | <u>(95,073)</u> | <u>30,705,664</u> | <u>34,683,108</u> |
| Expenses | | | | | | | | | |
| Program Services | | | | | | | | | |
| Property management expenses | - | - | - | - | - | 4,914,680 | - | 4,914,680 | 5,438,781 |
| Asset management expenses | 1,627,100 | - | - | - | 1,627,100 | - | - | 1,627,100 | 1,348,822 |
| Housing development expenses | 4,988,213 | - | - | - | 4,988,213 | - | - | 4,988,213 | 5,183,850 |
| Resident services expenses | 4,942,120 | - | - | - | 4,942,120 | - | - | 4,942,120 | 4,652,918 |
| Rental properties expenses | - | 1,427,692 | 469,666 | (26,848) | 1,870,510 | - | (95,073) | 1,775,437 | 1,697,147 |
| Total program services | <u>11,557,433</u> | <u>1,427,692</u> | <u>469,666</u> | <u>(26,848)</u> | <u>13,427,943</u> | <u>4,914,680</u> | <u>(95,073)</u> | <u>18,247,550</u> | <u>18,321,518</u> |
| Management and general | 5,017,910 | - | - | - | 5,017,910 | 500,061 | - | 5,517,971 | 5,919,800 |
| Fundraising/special events | 22,701 | - | - | - | 22,701 | - | - | 22,701 | 44,728 |
| Total expenses | <u>16,598,044</u> | <u>1,427,692</u> | <u>469,666</u> | <u>(26,848)</u> | <u>18,468,554</u> | <u>5,414,741</u> | <u>(95,073)</u> | <u>23,788,222</u> | <u>24,286,046</u> |
| Change in net assets before other losses | 7,657,970 | (93,637) | 26,526 | - | 7,590,859 | (673,417) | - | 6,917,442 | 10,397,062 |
| Other losses | | | | | | | | | |
| Net losses on investments in other entities | (199,626) | - | - | - | (199,626) | 2,999 | - | (196,627) | 104,867 |
| Change in net assets | 7,857,596 | (93,637) | 26,526 | - | 7,790,485 | (676,416) | - | 7,114,069 | 10,292,195 |
| Net assets - beginning of year | <u>98,086,981</u> | <u>(3,965,251)</u> | <u>(403,507)</u> | <u>-</u> | <u>93,718,223</u> | <u>(1,805,460)</u> | <u>-</u> | <u>91,912,763</u> | <u>81,620,568</u> |
| Net assets - end of year | <u>\$ 105,944,577</u> | <u>\$ (4,058,888)</u> | <u>\$ (376,981)</u> | <u>\$ -</u> | <u>\$ 101,508,708</u> | <u>\$ (2,481,876)</u> | <u>\$ -</u> | <u>\$ 99,026,832</u> | <u>\$ 91,912,763</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
STATEMENT OF CASH FLOWS– SAHA & SAHA PM ONLY
Years Ended June 30, 2025 and 2024

| | 2025 | 2024 |
|--|---------------|---------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 7,114,069 | \$ 10,292,195 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | 601,587 | 586,657 |
| Amortization of debt issuance costs | - | 3,105 |
| Amortization of right of use asset | (2,977) | 13,266 |
| Net unrealized gain on investments - marketable securities | (1,607,864) | (1,607,864) |
| Change in allowance for doubtful accounts | (908,743) | 1,208,558 |
| Loss from investment in other entities | (522,665) | 178,367 |
| (Increase) decrease in: | | |
| Grants receivable | 856,158 | (897,577) |
| Tenant rents and other receivables | (26,646) | (30,013) |
| Management fees, service fees and costs receivable | 7,731,462 | (235,921) |
| Partnership management fees receivable | (312,805) | (395,663) |
| Development fees receivable | 3,074,597 | (2,012,485) |
| Notes and interest receivable | (6,627,655) | (13,375,832) |
| Deposits | 6,575 | (10,896) |
| Prepaid expenses | (120,521) | (123,271) |
| Increase (decrease) in: | | |
| Accounts payable and accrued expenses | (17,411,772) | 3,018,962 |
| Deferred revenue | 2,108,191 | (35,109) |
| Tenant security deposits liability | (3,831) | 4,579 |
| Accrued interest on deferred mortgages payable | 78,934 | 112,166 |
| Net provided (used) by operating activities | (5,973,906) | (3,306,776) |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Sale (purchase) of investments - marketable securities | (1,749,767) | 6,490,362 |
| Investment in partnerships | (514,896) | (514,896) |
| Repayment (disbursements) for development costs advanced | (700,572) | 1,685,049 |
| Reimbursements for development in progress transferred, net of additic | 900,761 | 495,806 |
| Additions to property and equipment | (232,336) | (129,849) |
| Net cash provided (used) by investing activities | (2,296,810) | 8,026,472 |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Proceeds from notes payable | - | 1,572,000 |
| Principal payments on notes payable | (855,857) | (131,039) |
| Net cash provided by financing activities | (855,857) | 1,440,961 |
| Increase (decrease) in cash, cash equivalents, restricted cash and deposits | (9,126,573) | 6,160,657 |
| Cash, cash equivalents, restricted cash and deposits - beginning of year | 23,449,717 | 17,289,060 |
| Cash, cash equivalents, restricted cash and deposits - end of year | \$ 14,323,144 | \$ 23,449,717 |
| SUMMARY OF CASH, CASH EQUIVALENTS, RESTRICTED CASH AND DEPOSITS | | |
| Unrestricted cash | \$ 13,463,412 | \$ 14,668,854 |
| Restricted cash and deposits | 859,732 | 8,780,863 |
| Total cash, cash equivalents, restricted cash and deposits | \$ 14,323,144 | \$ 23,449,717 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
STATEMENT OF EXPENSES – SAHA AND SAHA PM
Year Ended June 30, 2025 with Comparative Totals for Year Ended June 30, 2024

| | Program Services | | | | | | | | |
|---------------------------------------|---|--------------------------------------|---|---|--|---------------------------|------------------|----------------------|----------------------|
| | Affordable Housing Property Management | Affordable Housing Development | Affordable Housing Asset Management | Affordable Housing Resident Services | Affordable Housing Rental Properties | Management and General | Fundraising | 2025 Totals | 2024 Totals |
| Salaries | \$ 3,189,254 | \$ 1,527,588 | \$ 891,569 | \$ 2,812,411 | \$ 231,835 | \$ 2,958,270 | \$ 14,424 | \$ 11,625,351 | \$ 11,234,662 |
| Payroll taxes and related expenses | 290,234 | 129,815 | 84,166 | 323,807 | 31,322 | 278,141 | 1,362 | 1,138,847 | 1,063,201 |
| Employee benefits | 502,917 | 235,626 | 152,768 | 611,081 | 57,124 | 502,350 | 2,472 | 2,064,338 | 2,159,854 |
| Temporary staffing | 63,793 | 50,163 | 32,523 | 15,904 | 18,099 | 102,418 | 526 | 283,426 | 155,306 |
| Professional fees | 82,363 | 18,089 | 17,367 | 5,427 | 15,980 | 73,437 | 145 | 212,808 | 219,423 |
| Consulting services | 149,607 | 357,794 | 26,876 | 462,054 | 23,803 | 249,350 | 233 | 1,269,717 | 860,223 |
| Human resources and recruiting | 29,675 | 19,186 | 18,421 | 5,757 | - | 45,149 | 154 | 118,342 | 73,015 |
| Travel, training and staff events | 162,140 | 70,874 | 67,991 | 68,074 | 2,447 | 174,161 | 567 | 546,254 | 445,607 |
| Rent expense | 65,784 | 147,440 | 103,888 | 32,465 | - | 460,927 | 866 | 811,370 | 840,323 |
| Office supplies and expenses | 26,932 | 16,217 | 15,567 | 18,204 | 3,541 | 38,419 | 130 | 119,010 | 109,917 |
| Telephone and internet | 36,728 | 28,094 | 20,268 | 14,199 | 6,321 | 50,259 | 169 | 156,038 | 136,955 |
| Office furniture and equipment rental | 30,802 | 15,377 | 21,465 | 6,708 | 28,561 | 52,071 | 179 | 155,163 | 138,323 |
| Miscellaneous administrative | 239,281 | 24,240 | 23,319 | 488,020 | 19,537 | 54,179 | 194 | 848,770 | 701,402 |
| Utilities | 6,399 | 10,527 | 10,106 | 3,158 | 175,851 | 23,357 | 84 | 229,482 | 195,252 |
| Maintenance expenses | 23,177 | 28,930 | 27,774 | 39,008 | 415,687 | 102,250 | 231 | 637,057 | 614,428 |
| Taxes and insurance | 15,594 | 31,384 | 28,712 | 9,493 | 199,998 | 68,118 | 262 | 353,561 | 326,380 |
| Interest expense | - | 10,000 | - | - | 263,694 | - | - | 273,694 | 284,135 |
| Bad debt and project write-offs | - | 4,672 | - | - | 58,240 | - | - | 62,912 | 1,427,882 |
| Donations to affiliates | - | 300 | - | - | - | 97,854 | - | 98,154 | 985,761 |
| Community infrastructure expenses | - | 2,168,778 | - | - | - | - | - | 2,168,778 | 1,674,304 |
| Community service expenses | - | 9,200 | - | - | - | - | - | 9,200 | 33,651 |
| Fundraising event | - | 992 | 952 | 297 | - | 2,114 | 8 | 4,363 | 19,385 |
| Depreciation and amortization | - | 82,927 | 83,368 | 26,053 | 223,397 | 185,147 | 695 | 601,587 | 586,657 |
| Total expenses | \$ 4,914,680 | \$ 4,988,213 | \$ 1,627,100 | \$ 4,942,120 | \$ 1,775,437 | \$ 5,517,971 | \$ 22,701 | \$ 23,788,222 | \$ 24,286,046 |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
LISTING OF AFFILIATES
June 30, 2025

Affordable housing limited partnerships with single-purpose non-profit corporations holding controlling general partner interests:

| Entity Name | Property Name | General Partner or Managing Partners / Limited Partner | Ownership | Property Location | Property Type |
|----------------------------------|--|---|-----------|---------------------------------|---|
| 1550 Third, LP | Arboleda Apartments | 1550 Third LLC (Sole Member is SADI) | 0.01% | Walnut Creek, CA | Family / Special Needs |
| 3268 San Pablo, LP | Monarch Homes | 3268 San Pablo LLC (Sole Member is SADI) | 0.01% | Oakland, CA | Senior / Homelessness / Special Needs |
| 401 Fairmount, LP | 401 Fairmount | SADI | 0.01% | Oakland, CA | Family / Special Needs |
| 6th & Oak Associates | Merritt Crossing Senior Apartments | SADI | 0.01% | Oakland, CA | Senior |
| Altamira, LP | Alta Madrone | Altamira LLC (Sole Member is SADI) | 0.01% | Sonoma, CA | Family |
| Beth Asher, LP | Beth Asher | Beth Asher, LLC (Sole Member is SADI) | 0.01% | Oakland, CA | Senior |
| Calaveras Housing Partners | Redwood Hill Townhomes | SADI | 0.01% | Oakland, CA | Family |
| Camino 23, LP | Camino 23 | SADI | 0.01% | Oakland, CA | Family |
| Casa Montego, LP | Casa Montego | SADI | 0.01% | Walnut Creek, CA | Senior |
| Cleveland Ave, LP | Verana Hill | Cleveland Ave LLC (Sole Member is SADI) | 0.01% | Albany, CA | Family |
| Grayson Apartments, LP | Grayson Apartments | SADI | 0.01% | Berkeley, CA | Family / Transition-Aged Youth / Special Needs |
| Harper Crossing, LP | Harper Crossing | SADI | 0.01% | Berkeley, CA | Senior |
| Hookston II, LP | Hookston Senior Apartments | Hookston II LLC (Sole Member is SADI) | 0.01% | Pleasant Hill, CA | Senior |
| Jack Capon Villa, LP | Jack Capon Villa | Jack Capon Villa LLC (Satellite Communities, Inc. is 58% member) | 0.0030% | Alameda, CA | Special Needs |
| Jefferson Oaks, LP | The Savoy | SADI | 0.01% | Oakland, CA | Homelessness / Special Needs |
| Jordan, LP | Jordan Court | Jordan GP LLC (Sole Member is SADI) | 0.01% | Berkeley, CA | Senior |
| Kelsey Village, LP | Kelsey Village | Satellite Senior Homes, Inc. | 0.01% | Sacramento, CA | Special Needs |
| Kenneth Henry Court, LP | Kenneth Henry Court | Kenneth Henry Court LLC (Sole Member is SADI) | 0.01% | Oakland, CA | Family |
| Lakeside Senior Apartments, L.P. | Lakeside Senior Apartments | Lakeside Senior Apartments LLC (Sole Member is SADI) | 0.01% | Oakland, CA | Senior / Homelessness / Special Needs |
| Manzanita, LP | Manzanita Family Apartments | SADI | 0.01% | Napa, CA | Family |
| Pinole Housing, LP | Valor Village | Pinole Housing LLC (Sole Member is SAHA) | 0.01% | Pinole, CA | Veterans |
| Satellite First Communities, LP | Satellite Central, Stuart Pratt, Glen Brook Terrace, Doh On Yuen, Park Blvd | Satellite First Communities LLC (SADI is 79% owner) | 0.0079% | Oakland, CA and Berkeley, CA | Senior |
| SAHA Arya, LP | Arya | SAHA Arya, LLC (Sole Member is SADI) | 0.01% | San Jose, CA | Family |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
LISTING OF AFFILIATES (Continued)
June 30, 2025

Affordable housing limited partnerships with single-purpose non-profit corporations holding controlling general partner interests (continued):

| Entity Name | Property Name | General Partner or Managing Partners / Limited Partner | Ownership | Property Location | Property Type |
|------------------------------|----------------------------------|--|-----------|---------------------|-----------------------------------|
| Strawberry Creek Lodge, LP | Strawberry Creek Lodge | SADI | 0.01% | Berkeley, CA | Senior |
| Sunflower Irby, LP | Sunflower Hill At Irby Ranch | Sunflower Irby LLC (SADI is 51% member) | 0.0051% | Pleasanton, CA | Special Needs |
| Tabora Gardens, LP | Tabora Gardens Senior Apartments | Tabora Gardens LLC (Sole Member is SADI) | 0.01% | Antioch, CA | Senior / Veterans / Special Needs |
| Tower Park, LP | Tower Park Apartments | Tower Park LLC (SADI is 51% member) | 0.0051% | Modesto, CA | Senior |
| Valley Oaks, LP | Valley Oak Homes | SADI | 0.01% | Sonoma, CA | Family |
| Valley View Senior Homes, LP | Valley View Senior Homes | Valley View Senior Homes, LLC (Sole Member is SADI) | 0.01% | American Canyon, CA | Senior / Veterans |
| Veterans Square, LP | Veteran Square | Veterans Square LLC (Sole Member is SADI) | 0.01% | Pittsburg, CA | Veterans / Special Needs |

Affordable housing limited partnerships and limited liability companies that are wholly owned by SAHA and Affiliates:

| Entity Name | Property Name | General Partner / Limited Partner, or Sole Member | Property Location | Property Type |
|--------------------------------------|----------------------------|---|-------------------|--|
| 2719 Foothill, LP | The Orchards On Foothill | SADI / HSHI | Oakland, CA | Senior |
| Adeline Lofts Associates | Adeline Lofts | SADI / HSHI | Oakland, CA | Family |
| Allston House Associates, LP | Allston House | SADI / HSHI | Berkeley, CA | Family |
| Ancora, LP | Ancora Place | SADI / HSHI | Oakland, CA | Family |
| Ashby Lofts Associates, LP | Ashby Lofts | SADI / HSHI | Berkeley, CA | Family / Special Needs |
| Blake Apartments, LP | The Grinnell | SADI / HSHI | Berkeley, CA | Family |
| Harmon Gardens, LP | Harmon Gardens | SADI / HSHI | Berkeley, CA | Transition-Aged Youth |
| Madison Street Lofts, LP | Madison At 14th Apartments | SADI / HSHI | Oakland, CA | Family / Transition-Aged Youth / Special Needs |
| Oak Street Housing, LP | Oak Street Terrace | SADI / HSHI | Oakland, CA | Senior |
| Petaluma Avenue Homes, LP | Petaluma Avenue Homes | SADI / HSHI | Sebastopol, CA | Family |
| Sacramento Senior Homes, LP | Sacramento Senior Homes | SADI / HSHI | Berkeley, CA | Senior |
| Shattuck Senior Homes Associates, LP | Shattuck Senior Homes | SADI / HSHI | Berkeley, CA | Senior |
| Trinity Avenue Apartments, LP | Acalanes Court | Trinity Avenue Apartments, LLC (Sole Member is SADI) / HSHI | Walnut Creek, CA | Family |
| Una Associates, LP | University Neighborhood | Una Housing LLC (SADI is 60% member) / HSHI | Berkeley, CA | Family / Special Needs |
| University Avenue Senior Housing, LP | Helios Corner | University Senior Housing LLC (Sole Member is SADI) / HSHI | Berkeley, CA | Senior |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
LISTING OF AFFILIATES (Continued)
June 30, 2025

Affordable housing limited partnerships and limited liability companies that are wholly owned by SAHA and Affiliates (continued):

| Entity Name | Property Name | General Partner / Limited Partner, or Sole Member | Property Location | Property Type |
|--------------------------------------|--------------------------|--|-------------------|------------------------|
| Amistad House, LLC | Amistad House | SADI | Berkeley, CA | Senior |
| Robin Lane, LLC | Robin Lane Apartments | SADI | Concord, CA | Family / Special Needs |
| Satellite St. Patrick's Terrace, LLC | St. Patrick's Terrace | SADI | Oakland, CA | Senior |
| Satellite St. Andrew's Manor, LLC | St. Andrew's Manor | Satellite Senior Homes, Inc. | Oakland, CA | Senior |

Affordable housing limited partnerships under development:

| Entity Name | Property Name | General Partner or Managing Partners / Limited Partner | Ownership | Property Location | Property Type |
|-----------------------|---|--|-----------|-------------------|---------------|
| Golf Club Housing, LP | Aging in Place Campus | Golf Club Housing LLC (SAHA is the sole member) / HSHI | 100% | Pleasant Hill, CA | Senior |
| Derby Housing, L.P. | Flicker Bird Homes | Derby Housing LLC (Sole Member is SAHA) | 0.01% | Oakland, CA | Family |
| 1701 San Pablo, LP | BUSD | 1701 San Pablo LLC (SAHA is the sole member) / Abode Community Housing | 100% | Berkeley, CA | Family |
| PAC Avenue, LP | Pacific Avenue Senior Apartments - Phase I | PAC Avenue, LLC (SAHA is managing member) / HSHI | 99.51% | Livermore, CA | Senior |
| Plaza Housing, LP | Plaza Housing | Plaza Housing LLC (SAHA is the sole member) / HSHI | 100% | Oakland, CA | Senior |
| Thornton, LP | TBD | SADI / HSHI | 100% | Newark, CA | Family |
| 501 Almaden, LP | TBD | 501 Almaden LLC (SAHA is the sole member) / HSHI | 100% | San Jose, CA | Family |
| SAHA East 12th, LP | TBD | SADI / HSHI | 100% | Oakland, CA | Family |
| Sunflower Grace, LP | TBD | Sunflower Grace MGP, LLC (SAHA is the sole member) / Sunflower Hill | 99.51% | Dublin, CA | Family |
| Sunflower 949, LP | TBD | Sunflower 949 MGP, LLC (SAHA is the sole member) / Sunflower Hill | 99.51% | Lafayette, CA | Family |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
LISTING OF AFFILIATES (Continued)
June 30, 2025

Non-profit corporations owning and/or operating affordable housing:

| Entity Name | Property Name | Property Location | Property Type |
|--|--------------------------|-------------------|-----------------------|
| Satellite Affordable Housing Associates | Sierra Gardens | Walnut Creek, CA | Family |
| Satellite Affordable Housing Associates | Berkeley Scattered Sites | Berkeley, CA | Family |
| Satellite Affordable Housing Associates | Peter Babcock House | Berkeley, CA | Special Needs |
| Casa Montego II, Inc. | Montego Place | Walnut Creek, CA | Senior |
| Octavia Court, Inc. | Octavia Court | San Francisco, CA | Special Needs |
| Satellite Senior Homes, Inc. | Otterbein Manor | Oakland, CA | Senior |
| Satellite Senior Homes, Inc. | Linda Glen | Oakland, CA | Senior |
| Satellite Senior Homes, Inc. | Lawrence Moore Manor | Berkeley, CA | Senior |
| Satellite Senior Homes - Newark Gardens II, Inc. | Newark Gardens II | Newark, CA | Senior |
| Satellite Senior Homes II, Inc. | Valdez Plaza | Oakland, CA | Senior |
| Satellite Senior Homes III, Inc. | Newark Gardens | Newark, CA | Senior |
| Satellite Senior Homes IV, Inc. | Clifton Hall | Oakland, CA | Senior / Homelessness |

**SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATE
SUPPLEMENTARY INFORMATION AS REQUIRED BY LENDERS
BERKELEY SCATTERED SITES SCHEDULES OF FINANCIAL POSITION
June 30, 2025**

ASSETS

| | Alcatraz | Allston Commons | Ashby Apts | Ashby Court | Ashby Studios | Hearst St. | Hillegass | Peter Babcock | Prince St. | Eliminations | Totals |
|---------------------------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------------|--------------|---------------------|
| Current assets | | | | | | | | | | | |
| Cash and cash equivalents | \$ - | \$ 1,167 | \$ 644 | \$ 16,699 | \$ 588 | \$ - | \$ 3,875 | \$ - | \$ 3,549 | \$ - | \$ 26,522 |
| Tenant rents and other receivables | - | 9,565 | 2,105 | 4,025 | 1,489 | 9,602 | - | 4,464 | 2,643 | - | 33,893 |
| Prepaid expenses | 4,450 | 5,660 | 3,373 | 8,468 | 2,963 | 3,807 | 10,425 | 2,362 | 207 | - | 41,715 |
| Total current assets | 4,450 | 16,392 | 6,122 | 29,192 | 5,040 | 13,409 | 14,300 | 6,826 | 6,399 | - | 102,130 |
| Other assets | | | | | | | | | | | |
| Tenant security deposits and reserves | 8,387 | 77,442 | 204,877 | 10,916 | 83,874 | 116,765 | 133,125 | 25,814 | 4,328 | - | 665,528 |
| Property and equipment, net | 297,654 | 276,531 | 143,039 | 402,690 | 119,571 | 199,714 | 1,107,763 | 253,158 | 161,667 | - | 2,961,787 |
| Total assets | <u>\$ 310,491</u> | <u>\$ 370,365</u> | <u>\$ 354,038</u> | <u>\$ 442,798</u> | <u>\$ 208,485</u> | <u>\$ 329,888</u> | <u>\$ 1,255,188</u> | <u>\$ 285,798</u> | <u>\$ 172,394</u> | <u>\$ -</u> | <u>\$ 3,729,445</u> |

LIABILITIES AND NET ASSETS

| | Alcatraz | Allston Commons | Ashby Apts | Ashby Court | Ashby Studios | Hearst St. | Hillegass | Peter Babcock | Prince St. | Eliminations | Totals |
|---------------------------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------------|--------------|---------------------|
| Current liabilities | | | | | | | | | | | |
| Accounts payable and accrued expenses | \$ 3,372 | \$ 7,330 | \$ 1,049 | \$ 11,887 | \$ 2,252 | \$ 4,752 | \$ 6,410 | \$ 1,569 | \$ 2,053 | \$ - | \$ 40,674 |
| Intercompany accounts payable | 10,944 | 3,919 | 4,296 | 3,027 | 3,578 | 1,783 | 17,088 | 1,719 | 1,147 | - | 47,501 |
| Deferred revenue | 38 | 2,828 | 697 | 281 | 362 | 1,366 | 931 | 346 | 84 | - | 6,933 |
| Tenant security deposits | 5,123 | 7,455 | 4,355 | 10,916 | 3,441 | 2,099 | 9,581 | 1,620 | 4,328 | - | 48,918 |
| Notes payable - current portion | 6,303 | 8,074 | 6,176 | - | 4,185 | 5,269 | 24,153 | - | 5,019 | - | 59,179 |
| Total current liabilities | 25,780 | 29,606 | 16,573 | 26,111 | 13,818 | 15,269 | 58,163 | 5,254 | 12,631 | - | 203,205 |
| Long-term obligations | | | | | | | | | | | |
| Notes payable, net of current portion | 545,131 | 673,242 | 423,282 | 411,207 | 318,848 | 406,545 | 1,111,627 | 322,753 | 296,590 | - | 4,509,225 |
| Accrued interest payable | 381,681 | 503,342 | 352,654 | 682,593 | 279,415 | 262,076 | 18,421 | 350,819 | 244,902 | - | 3,075,903 |
| Total liabilities | 952,592 | 1,206,190 | 792,509 | 1,119,911 | 612,081 | 683,890 | 1,188,211 | 678,826 | 554,123 | - | 7,788,333 |
| Net assets | <u>(642,101)</u> | <u>(835,825)</u> | <u>(438,471)</u> | <u>(677,113)</u> | <u>(403,596)</u> | <u>(354,002)</u> | <u>66,977</u> | <u>(393,028)</u> | <u>(381,729)</u> | <u>-</u> | <u>(4,058,888)</u> |
| Total liabilities and net assets | <u>\$ 310,491</u> | <u>\$ 370,365</u> | <u>\$ 354,038</u> | <u>\$ 442,798</u> | <u>\$ 208,485</u> | <u>\$ 329,888</u> | <u>\$ 1,255,188</u> | <u>\$ 285,798</u> | <u>\$ 172,394</u> | <u>\$ -</u> | <u>\$ 3,729,445</u> |

**SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATE
SUPPLEMENTARY INFORMATION AS REQUIRED BY LENDERS
BERKELEY SCATTERED SITES SCHEDULE OF REVENUES AND EXPENSES
Year Ended June 30, 2025**

| | Alcatraz | Allston Commons | Ashby Apts | Ashby Court | Ashby Studios | Hearst St. | Hillegass | Peter Babcock | Prince St. | Totals |
|--|--------------------|--------------------|------------------|--------------------|------------------|------------------|-------------------|--------------------|--------------------|--------------------|
| Revenue | | | | | | | | | | |
| Rental property revenue | \$ 111,682 | \$ 153,715 | \$ 120,666 | \$ 234,561 | \$ 80,435 | \$ 111,487 | \$ 373,620 | \$ 61,292 | \$ 58,476 | \$ 1,305,934 |
| Interest and miscellaneous income | 157 | 14,553 | 4,480 | 4,428 | 50 | 47 | 373 | 3,998 | 35 | 28,121 |
| Total revenue | 111,839 | 168,268 | 125,146 | 238,989 | 80,485 | 111,534 | 373,993 | 65,290 | 58,511 | 1,334,055 |
| Expenses | | | | | | | | | | |
| Salaries | 16,188 | 24,504 | 20,518 | 31,659 | 19,608 | 14,845 | 77,717 | 11,018 | 6,014 | 222,071 |
| Administrative | 22,876 | 17,120 | 20,270 | 31,581 | 10,801 | 13,748 | 77,399 | 13,909 | 9,489 | 217,193 |
| Utilities | 5,839 | 3,384 | 3,913 | 70,174 | 3,496 | 3,783 | 15,167 | 11,185 | 7,348 | 124,289 |
| Operating | 45,773 | 39,779 | 21,743 | 75,384 | 17,874 | 24,808 | 63,700 | 24,164 | 16,460 | 329,685 |
| Taxes and insurance | 18,813 | 22,359 | 7,441 | 35,850 | 6,638 | 8,664 | 46,720 | 7,643 | 6,760 | 160,888 |
| Mortgage interest | 10,844 | 13,891 | 10,625 | - | 7,200 | 9,065 | 41,551 | - | 8,634 | 101,810 |
| Mortgage interest - deferred | 12,648 | 16,200 | 12,000 | 24,672 | 9,300 | 8,700 | 2,472 | 13,005 | 8,693 | 107,690 |
| Debt issuance costs | 331 | 424 | 324 | - | 220 | 276 | 1,268 | - | 263 | 3,106 |
| Depreciation and amortization | 14,725 | 16,778 | 6,822 | 27,542 | 5,777 | 13,108 | 53,850 | 15,520 | 6,838 | 160,960 |
| Total expenses | 148,037 | 154,439 | 103,656 | 296,862 | 80,914 | 96,997 | 379,844 | 96,444 | 70,499 | 1,427,692 |
| Excess of revenue over expenses (deficit) | \$ (36,198) | \$ 13,829 | \$ 21,490 | \$ (57,873) | \$ (429) | \$ 14,537 | \$ (5,851) | \$ (31,154) | \$ (11,988) | \$ (93,637) |

**SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATE
SUPPLEMENTARY INFORMATION AS REQUIRED BY LENDERS
SCHEDULE NET CASH FLOW (DEFICIT)
June 30, 2025**

| | Alcatraz | Allston Commons | Ashby Apts | Ashby Court | Ashby Studios | Hearst St. | Hillegass | Peter Babcock | Prince St. | BSS Totals | Sierra Gardens |
|---|--------------------|--------------------|-----------------|--------------------|------------------|--------------------|-----------------|------------------|-------------------|--------------------|------------------|
| Operating Revenue | | | | | | | | | | | |
| Rental property revenue | \$ 111,682 | \$ 153,715 | \$ 120,666 | \$ 234,561 | \$ 80,435 | \$ 111,487 | \$ 373,620 | \$ 61,292 | \$ 58,476 | \$ 1,305,934 | \$ 483,913 |
| Interest and miscellaneous income | 157 | 14,553 | 4,480 | 4,428 | 50 | 47 | 373 | 3,998 | 35 | 28,121 | 12,279 |
| Less restricted interest | - | (8,538) | - | - | - | - | - | (194) | - | (8,732) | - |
| Total operating revenue | <u>111,839</u> | <u>159,730</u> | <u>125,146</u> | <u>238,989</u> | <u>80,485</u> | <u>111,534</u> | <u>373,993</u> | <u>65,096</u> | <u>58,511</u> | <u>1,325,323</u> | <u>496,192</u> |
| Operating Expenses | | | | | | | | | | | |
| Salaries | 16,188 | 24,504 | 20,518 | 31,659 | 19,608 | 14,845 | 77,717 | 11,018 | 6,014 | 222,071 | 116,309 |
| Administrative | 22,876 | 17,120 | 20,270 | 31,581 | 10,801 | 13,748 | 77,399 | 13,909 | 9,489 | 217,193 | 63,158 |
| Utilities | 5,839 | 3,384 | 3,913 | 70,174 | 3,496 | 3,783 | 15,167 | 11,185 | 7,348 | 124,289 | 51,562 |
| Operating | 45,773 | 39,779 | 21,743 | 75,384 | 17,874 | 24,808 | 63,700 | 24,164 | 16,460 | 329,685 | 86,002 |
| Taxes and insurance | 18,813 | 22,359 | 7,441 | 35,850 | 6,638 | 8,664 | 46,720 | 7,643 | 6,760 | 160,888 | 39,110 |
| Mortgage interest | 10,844 | 13,891 | 10,625 | - | 7,200 | 9,065 | 41,551 | - | 8,634 | 101,810 | 22,903 |
| Total operating expenses | <u>120,333</u> | <u>121,037</u> | <u>84,510</u> | <u>244,648</u> | <u>65,617</u> | <u>74,913</u> | <u>322,254</u> | <u>67,919</u> | <u>54,705</u> | <u>1,155,936</u> | <u>379,044</u> |
| Other Items | | | | | | | | | | | |
| Capital expenditures | 49,856 | - | 20,963 | 6,575 | - | - | - | - | - | 77,394 | 15,072 |
| Mortgage principal payments | 6,160 | 7,890 | 6,034 | - | 4,090 | 5,149 | 23,601 | - | 4,904 | 57,828 | 81,634 |
| Deposits to replacement reserve | 5,421 | 32,950 | 12,200 | - | 10,000 | 45,000 | 22,000 | 24,000 | - | 151,571 | 15,068 |
| Releases from replacement reserve | (19,972) | (6,149) | - | - | - | (2,550) | - | (26,900) | - | (55,571) | (13,992) |
| Total other items | <u>41,465</u> | <u>34,691</u> | <u>39,197</u> | <u>6,575</u> | <u>14,090</u> | <u>47,599</u> | <u>45,601</u> | <u>(2,900)</u> | <u>4,904</u> | <u>231,222</u> | <u>97,782</u> |
| Net cash flow (deficit)/residual receipts | <u>\$ (49,959)</u> | <u>\$ 4,002</u> | <u>\$ 1,439</u> | <u>\$ (12,234)</u> | <u>\$ 778</u> | <u>\$ (10,978)</u> | <u>\$ 6,138</u> | <u>\$ 77</u> | <u>\$ (1,098)</u> | <u>\$ (61,835)</u> | <u>\$ 19,366</u> |

Distributions from net cash flow/residual receipts, subject to approval from Lenders, are determined as follows:

| | | | | | | | | | | | |
|------------------------|-------------|-----------------|---------------|-------------|---------------|-------------|-----------------|--------------|-------------|--|-----------------|
| Distribution to owners | <u>\$ -</u> | <u>\$ 2,001</u> | <u>\$ 720</u> | <u>\$ -</u> | <u>\$ 389</u> | <u>\$ -</u> | <u>\$ 3,069</u> | <u>\$ -</u> | <u>\$ -</u> | | <u>\$ 9,683</u> |
| Payments to Lenders | <u>\$ -</u> | <u>\$ 2,001</u> | <u>\$ 719</u> | <u>\$ -</u> | <u>\$ 389</u> | <u>\$ -</u> | <u>\$ 3,069</u> | <u>\$ 77</u> | <u>\$ -</u> | | <u>\$ 9,683</u> |

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2025

| <u>Federal Grantor/Pass-through Grantor/Program Title</u> | <u>Federal AL Number</u> | <u>Agency or Pass- Through Number</u> | <u>Federal Expenditures</u> |
|--|----------------------------------|---|---------------------------------|
| <u>Department of Housing and Urban Development</u> | | | |
| HOME Investment Partnership Program Loans | | | |
| Pass-through the City of Walnut Creek | 14.239 | Unknown | \$ 124,503 |
| Pass-through the Contra Costa County | 14.239 | Unknown | 488,000 |
| Pass-through the City of Berkeley | 14.239 | Unknown | <u>1,536,885</u> |
| Subtotal AL # | 14.239 | | <u>2,149,388</u> |
| Community Development Block Grant Program Loans | | | |
| Pass-through the City of Oakland | 14.218 | Unknown | 110,753 |
| Pass-through the City of Walnut Creek | 14.218 | Unknown | 327,000 |
| Community Development Block Grant Program Grants | | | |
| Pass-through the City of Berkeley | 14.218 | Unknown | <u>27,512</u> |
| Subtotal AL # | 14.218 | | <u>465,265</u> |
| Total CDBG - Entitlement Grants Cluster | | | <u>465,265</u> |
| Continuum of Care | 14.267 | CA1546L9T052206 | 249,223 |
| Continuum of Care | 14.267 | CA0109L9T022115 | <u>70,827</u> |
| Subtotal AL # | 14.267 | | <u>320,050</u> |
| Housing Opportunities for Persons with AIDS Loan | | | |
| Pass-through the County of Alameda | 14.241 | Unknown | <u>212,000</u> |
| Subtotal AL # | 14.241 | | <u>212,000</u> |
| <u>Department of Transportation</u> | | | |
| Enhanced Mobility of Seniors and Individuals with Disabilities | | | |
| Pass-through State of California | 20.513 | 64AA21 | <u>122,347</u> |
| Subtotal AL # | 20.513 | | <u>122,347</u> |
| Total Federal Expenditures | | | <u>\$ 3,269,050</u> |

**SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
June 30, 2025**

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

NOTE A - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant and loan activities of Satellite Affordable Housing Associates and Affiliates, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic consolidated financial statements. The purpose of the Schedule is to present a summary of those activities of Satellite Affordable Housing Associates and Affiliates for the year ended June 30, 2025, which have been financed by the U.S. Government. For purposes of the Schedule, federal awards include all federal assistance entered into directly and indirectly between Satellite Affordable Housing Associates and Affiliates and the federal government. Satellite Affordable Housing Associates and Affiliates has not passed any funds through to subrecipients for the year ended June 30, 2025.

Affiliates of Satellite Affordable Housing Associates for the purposes of this consolidated schedule of expenditures of federal awards are nonprofit organizations under the control of Satellite Affordable Housing Associates' board of directors that are not subject to separate audits in accordance with the requirements of the Uniform Guidance.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and OMB Circular A- 122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowed. Federal Assistance Listing numbers ("AL No.") are provided when available.

Satellite Affordable Housing Associates and Affiliates did not elect to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE C – PRIOR YEARS' EXPENDITURES

The accompanying Schedule includes expenditures from prior years for which continuing compliance is required.

NOTE D – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT LOAN PROGRAM

Satellite Affordable Housing Associates and Affiliates have received U.S. Department of Housing and Urban Development pass-through loans. The loan balances outstanding at the end of the year are as follows:

| | |
|------------|-------------|
| CDBG Loan | \$ 437,753 |
| HOPWA Loan | \$ 212,000 |
| HOME Loan | \$2,149,388 |



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Satellite Affordable Housing Associates and Affiliates

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Satellite Affordable Housing Associates and Affiliates, which comprise the consolidated statement of financial position balance sheet as of June 30, 2025, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 15, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Satellite Affordable Housing Associates and Affiliates' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Satellite Affordable Housing Associates and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of the Satellite Affordable Housing Associates and Affiliates' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Satellite Affordable Housing Associates and Affiliates' consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**
(Continued)

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Aprilo, LLP

Walnut Creek, California
December 15, 2025



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Satellite Affordable Housing Associates and Affiliates

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Satellite Affordable Housing Associates and Affiliates' compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on Satellite Affordable Housing Associates and Affiliates' major federal program for the year ended June 30, 2025. Satellite Affordable Housing Associates and Affiliates' major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Satellite Affordable Housing Associates and Affiliates complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Satellite Affordable Housing Associates and Affiliates and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Satellite Affordable Housing Associates and Affiliates' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Satellite Affordable Housing Associates and Affiliates' federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Satellite Affordable Housing Associates and Affiliates' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE (Continued)**

Auditors' Responsibilities for the Audit of Compliance (Continued)

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Satellite Affordable Housing Associates and Affiliates' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Satellite Affordable Housing Associates and Affiliates' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Satellite Affordable Housing Associates and Affiliates' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Satellite Affordable Housing Associates and Affiliates' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE (Continued)**

Report on Internal Control over Compliance (Continued)

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Aprio, LLP

Walnut Creek, California
December 15, 2025

SATELLITE AFFORDABLE HOUSING ASSOCIATES AND AFFILIATES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2025

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

| | |
|--|---------------|
| Type of auditors' report issued | Unmodified |
| Internal control over financing reporting: | |
| Material weakness(es) identified | No |
| Significant deficiency(ies) identified | None reported |
| Noncompliance material to financial statements | No |

Federal Awards

| | |
|--|---------------|
| Internal control over major programs: | |
| Material weakness(es) identified | No |
| Significant deficiency(ies) identified | None reported |
| Type of auditors' report issued on compliance for major programs | Unmodified |
| Audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) | No |
| Identification of major programs | |
| AL # 14.239 - HOME Investment Partnership Program | |
| Dollar threshold used to distinguish between type A and type B programs | \$750,000 |
| Auditee qualified as low-risk auditee | No |

SECTION II - FINANCIAL STATEMENT FINDINGS

No findings reported.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No findings reported.