

## **BUILDING BETTER PARTNERSHIPS, INC.**

1455 Butte House Road  
Yuba City, CA 95993  
(530) 671-0220


August 29, 2019

TO: Gustavo Becerra  
Manny Cardoza  
Marco Cruz  
Rebecca Flores  
Tom Goodwin

Nevada County Board of Supervisors  
Sutter County Board of Supervisors  
Colusa County Board of Supervisors  
Yuba County Board of Supervisors  
City Council, Colusa  
City Council, Yuba City  
City Council, Live Oak  
Brant Bordsen, Legal Counsel  
Appeal Democrat  
The Union

### **NOTICE OF SPECIAL MEETING September 5, 2019**

You are hereby notified that the Building Better Partnerships, Inc. Special Board Meeting is scheduled for **Thursday, September 5, 2019, at 3:00 PM at Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**



Gustavo Becerra  
President

# **BUILDING BETTER PARTNERSHIPS, INC.**

Special Meeting of Board of Directors

Thursday, September 5, 2019  
3:00 PM

## AGENDA

1. Call to order
2. Roll Call
  - Gustavo Becerra
  - Marco Cruz
  - Manny Cardoza
  - Rebecca Flores
  - Tom Goodwin
3. Public Participation: Members of the public shall be provided with an opportunity to address the Board of Directors on items of interest that are within the subject matter jurisdiction on the Board.
4. Approval of Board Minutes – April 11, 2019
5. Approval to Enter Into Agreement of Limited Partnership for Colusa Devonshire, LP
6. Updates
7. Director's Comments
8. Adjournment

BUILDING BETTER PARTNERSHIPS, INC.

Minutes

Special Board Meeting

April 11, 2019

1. Call to Order: President Gustavo Becerra called the meeting to order at Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993
2. Roll Call: Board members present were President Gustavo Becerra, Board Members Rebecca Flores, Manny Cardoza, Tom Goodwin and Gail Allen.
3. Public Participation: None
4. Approval of Minutes – January 22, 2019: Board Member Cardoza made a motion to approve the Minutes as submitted. Board Member Allen made the second. All were in favor by voice vote.
5. Resolution 19-16, Authorization to Participate in the No Place Like Home Program (NOINCOMPETITIVE ALLOCATION): Board Member Flores explained the previous approval was for the competitive allocation and this resolution with give authorization to participate in the noncompetitive allocation and accept the \$500,000.00. She explained the funds will go toward the project in Grass Valley for the homeless and homeless with mental health issues.

Board Member Cardoza made the motion to approve Resolution 19-16, Authorization to Participate in the No Place Like Home Program (Noncompetitive Allocation). Board Member Allen made the second. The following roll call vote was taken:

Vote: Ayes: Board Members Gustavo Becerra, Rebecca Flores, Tom Goodwin, Manny Cardoza and Gail Allen  
Nays: None  
Abstain: None  
Absent: None

6. Updates: President Becerra stated there are a couple of projects staff is working on. He mentioned there is one in Grass Valley which is an acquisition rehab where the Housing Authority would allocate 23 Project Based Vouchers. President Becerra said another project is an acquisition rehab project for the Devonshire Apartments.

Board Member Flores said staff continues to work on the Lone Oak project in Penn Valley.

7. Director's Comments: NONE
8. Adjournment: The meeting was adjourned at 2:15 PM.

**AGREEMENT OF LIMITED PARTNERSHIP  
FOR  
COLUSA DEVONSHIRE, LP  
A CALIFORNIA LIMITED PARTNERSHIP**

The undersigned parties hereby enter into this AGREEMENT OF LIMITED PARTNERSHIP (herein called "**Agreement**"), as of \_\_\_\_\_, 2019 pursuant to the California Revised Uniform Limited Partnership Act of 2008, and agree as follows:

**1. PARTNERSHIP NAME**

The name of the partnership is Colusa Devonshire, LP, a California Limited Partnership.

**2. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the partnership shall be 3128 Willow Avenue, Suite 101, Clovis, California 93612.

**3. NAMES AND ADDRESSES OF GENERAL AND LIMITED PARTNERS**

a. The name and address of each General Partner and each Limited Partner are shown on Exhibit "A", which is attached hereto and incorporated herein. As used in this Agreement, the term "**General Partner**" shall include all General Partners unless the context clearly indicates otherwise.

b. After the formation of the partnership, additional Limited Partners may be admitted for additional capital as provided in Paragraph 7 (b).

**4. CERTIFICATES OF LIMITED PARTNERSHIP AND FICTITIOUS BUSINESS NAME STATEMENT**

The General Partners shall be responsible for complying with all California laws in regard to the filing of the Certificate of Limited Partnership and, if necessary, the filing and publishing of a Fictitious Business Name Statement. If the General Partners deem it advisable, they may record a certified copy of the Certificate of Limited Partnership in the office of the County Recorder in any county in California.

**5. TERM**

The partnership shall commence as of the date of this Agreement and shall continue until the date of the first of the following events:

a. December 31, 2074.

b. Sixty (60) days after the termination of all General Partners pursuant to the provisions of this Agreement, unless a successor General Partner is elected in accordance with the provisions of this Agreement.

c. Sixty (60) days following the date of execution of the last (or only) instrument completing the transfer by the partnership to third persons of all the real property then owned by the partnership.

d. Sixty (60) days after a dissolution as otherwise provided in this Agreement.

Upon any such termination, the winding up of the affairs of the partnership and distribution of partnership assets and the liquidation of the partnership business shall be conducted in accordance with the provisions of this Agreement.

## 6. PURPOSE

The purpose of the partnership is to acquire, demolish and construct, and own and operate a housing project known as Devonshire Apartments (herein called "**Project**"), on a parcel of real property located in Colusa, Colusa County, California.

The partnership is authorized to engage in such activities as are incidental to the purpose stated hereinabove.

## 7. CAPITAL CONTRIBUTIONS AND OWNERSHIP INTERESTS

a. The names, addresses, ownership interests, and capital contributions of all General and Limited Partners are set forth on Exhibit "A".

b. The General Partners on behalf of the partnership have the unrestricted right to sell additional limited partnership interests under the applicable terms and conditions contained in Paragraph 14.a. The percentage and prices of the additional interests shall be determined by the General Partners.

c. Each additional partner shall execute a promissory note in a form to be determined by the General Partners.

d. Should there be a default on any payment due pursuant to the terms of the subscription agreement by which additional limited partners are sold limited partnership interests, the partnership, at the option of the General Partners, in addition to any remedy provided by law, may purchase the defaulting investor limited partner's interest by paying to the limited partner a sum equal to the balance of the limited partner's capital account on date of default.

## 8. POWERS OF GENERAL PARTNERS

a. **Authority.** The General Partners shall have sole and complete charge of the affairs of the partnership and operate the partnership business for the benefit of all partners. The General Partners shall have authority to act on behalf of the partnership in all matters respecting the partnership, its business, and its property. Without limiting the generality of the above, the General Partners shall have authority: (1) to employ, at the partnership's expense, such agents, employees, independent contractors, attorneys and accountants as it considers reasonably necessary; (2) to create, by grant or otherwise, easements and servitudes; (3) to repair, replace, and rebuild the partnership property; (4) to let or lease property for any periods; (5) to effect necessary insurance for the proper protection of the partnership and of the General and/or Limited Partners; (6) to adjust any and all claims against the partnership; (7) to act for the partnership in all transactions concerning the partnership's real or personal property or business affairs, including the execution of all contracts, deeds, options, loan obligations, deeds of trust, and notes; and (8) to borrow money for partnership use.

The General Partners, or each individual General Partner, when there is more than one, shall have authority to bind the partnership, by execution of documents or otherwise, to any obligations not inconsistent with the provisions of this limited partnership agreement.

b. **Duties and Compensation.** The General Partners shall not be required to devote full time to the affairs of the limited partnership but shall devote whatever time, effort, and skill that may be necessary for the efficient and successful conduct and completion of the limited partnership's business. The General Partners may manage the partnership property or may contract for management by another person or company. The General Partners shall not receive any compensation for managing the project if any outside management company is employed as management agent. The General Partners may list and sell the property but shall not receive a real estate commission in connection therewith.

c. **Managing General Partner.** In the event that there are multiple General Partners, a majority in interest of the General Partners may in writing appoint one of the General Partners as the Managing General Partner. Such managing General Partner shall exercise all the rights, powers and obligations ("**rights**") of the General Partners hereunder and the other General Partners shall not exercise any such rights while one General Partner is so appointed. A majority interest of General Partners may, however, revoke their appointment of a Managing General Partner. Any General Partner may withdraw such designation by giving written notice of such withdrawal to the other General Partners.

No action shall be deemed approved by the General Partners in the absence of the approval of a majority in interest of the General Partners. For such purposes, each General Partner shall be deemed to have the interest set forth in Exhibit "A" attached hereto and incorporated herein.

## 9. **MATERIAL PARTICIPATION BY MANAGING GENERAL PARTNER**

The following provisions are made to ensure compliance with rules and regulations promulgated by the California State Board of Equalization (the “**BOE**”) regarding the authority, duties and responsibilities of a Managing General Partner (“**MGP**”) to enable the Partnership to qualify for the welfare exemption pursuant to Revenue and Taxation Code Section 214(g), including, without limitation, Property Tax Rules 140.1, et seq. (the “**Rules**”). The MGP shall materially participate in the operations and management of the Partnership and the Property as follows, and the following supersedes any other conflicting provisions in this Agreement:

a. Major Decisions. The MGP has material participation in the control, management and direction of the Partnership business and shall vote in all matters regarding the Partnership that require a vote of a majority in interest of the General Partners.

b. Substantial Management Duties. The MGP shall perform the following management duties next to which a checkmark is placed:

i.  rent, maintain and repair the Property, or if such duties are delegated to a property management agent, participate in the hiring and overseeing the work of such agent;

ii.  participate in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the Partnership;

iii.  execute and enforce all contracts executed by the Partnership;

iv.  execute and deliver all Partnership documents on behalf of the Partnership;

v.  prepare or cause to be prepared all reports to be provided to the Partners or lenders of the Partnership on a monthly, quarterly or annual basis consistent with the requirements of the Partnership Agreement;

vi.  coordinate all present and future development, construction or rehabilitation of the Property.

vii.  monitor compliance with all government regulations and files or supervises the filing of all required documents with government agencies solely for the purpose of, and with respect to, satisfying the BOE Regulations;

viii.  acquire, hold, assign or dispose of the Property or any interest therein;

ix.  borrow money on behalf of the Partnership, encumber Partnership assets, place title in the name of a nominee to obtain financing, prepay in whole or in part, refinance, increase, modify or extend any obligation;

x.  pay organizational expenses incurred in the creation of the Partnership and all operational expenses;

xi. \_\_\_ determine the amount and timing of distributions to Partners and establish and maintain all required reserves; and

xii. x ensure that charitable services or benefits, such as vocational training, educational programs, childcare and after-school programs, cultural activities, family counseling, transportation, meals, and linkages to health and/or social services are provided or information regarding charitable services or benefits are made available to the tenants of the Property.

c. Management and Physical Inspection. The MGP shall directly or indirectly, under its supervision, manage the Partnership and shall annually conduct a physical inspection of the Property to ensure that it is being used as low-income housing and meets all of the requirements set forth in the Rules.

d. Certification. This MGP shall annually submit a certification to the county assessor for the county in which the Property is located that the Property meets all of the requirements set forth in the Rules.

e. Changes to Management Duties. If at any time all of the Partners (in the case of an amendment) or the General Partners (in the case of a letter agreement) mutually agree in writing to a change in the specific management duties set forth in Paragraph 9(b) above, the General Partners or all the Partners, as the case may be, shall execute either another amendment or a letter agreement.

f. Delegation of Duties. The MGP, in the proper and reasonable exercise of its management authority, may delegate certain of its powers, rights and obligations to persons who may under the MGP's supervision perform such acts or services for the Partnership as the MGP may approve, provided, however, that such delegation shall not excuse the MGP from overseeing and supervising on an ongoing basis the activities being delegated. The MGP may delegate to any other party, including, without limitation, another General Partner.

g. Records. If there is no Delegation of Duties proposed by the MGP at the time of the execution of this Agreement, the MGP shall be solely responsible for performing and keeping records as to the performance of the substantial management duties identified in Subparagraph 9(b). If a subsequent Delegation of Duties is made, the Partners agree to sign an applicable amendment or a letter agreement in the manner approved by the BOE and Paragraph 9(b) above.

h. MGP Fee. The MGP shall be entitled to receive an annual MGP fee of \$100.00 per unit and reimbursement of its costs incurred in acting as MGP.

i. No For-Profit Control. The officers and directors of the for-profit Partners or their affiliates do not, as individuals or collectively, have a controlling vote or majority interest in the MGP.

## **10. RESTRICTIONS ON LIMITED PARTNERS**



The Limited Partners shall have no right, power or authority to act for or bind the partnership. The Limited Partners shall take no part in the conduct or control of the partnership business, except that each Limited Partner who is not in default hereunder shall have the powers set forth below to vote upon matters provided in the California Revised Uniform Limited Partnership Act of 2008. By a vote of the following minimum percentages of ownership, interests, the Limited Partners may cause the following:

- a. Election or removal of a General Partner by a vote of 51%; provided that upon the termination of the last General Partner, the election of a new General Partner must be in accordance with the provisions of this agreement.
- b. Termination of the partnership by a vote of 51%.
- c. Amendment of the Agreement by a vote of 51%; provided that, an amendment to extend the term of this Agreement would require the approval of 100%.
- d. Sale of all or substantially all of the assets of the partnership by a vote of 51%.

#### 11. DISTRIBUTIONS

a. **Reimbursement of Expenses to General Partners.** The General Partners shall be entitled at all times, on demand, to reimbursement from partnership funds for its actual expenses incurred in furthering the partnership's business. This reimbursement shall have priority over cash distributions to Limited Partners.

b. **Profit and Loss.** In this agreement the term "profit" and "loss" shall mean the profit or loss determined by the accountant employed at the close of the partnership year to prepare partnership information for federal income tax purposes.

c. **Allocation of Credits and Debits and Distribution of Net Proceeds of Ownership, Sale or Refinancing.**

(A) **Distributable Net Proceeds of Ownership and Operation:** The distributable net proceeds received by the partnership from the ownership and operation of the partnership property, shall be allocated and distributed to the Partners in the following order of priority:

(1) **To Limited Partners - Annual Return:** All of the distributable new proceeds received by the partnership from the ownership and operation of the partnership property shall first be allocated and distributed solely to the Limited Partners, and shared by them in proportion to their respective ownership interests in the partnership, until such time as the Limited Partners have received, in the aggregate, an amount equal to a cumulative seven percent (7%) annual return on their total contributions to the capitalization of the partnership.

(2) **The General Partners - Annual Return:** The distributable net proceeds received by the partnership from the ownership and operation of the partnership property remaining after the allocation and distribution thereof in accordance with the terms and provisions of Subparagraph 11c(A)(1), above, if any, shall next be allocated and distributed solely to the General Partners, and shared by them in proportion to their respective ownership interest in the partnership, until such time as the General Partners have received, in the aggregate, an amount equal to a seven percent (7%) annual return on their total capital contributions to the capitalization of the partnership. Said amount shall not be cumulative if not paid due to insufficient net proceeds.

(3) **Reserved.**

(4) **To all Partners - Remaining Proceeds:** The distributable new proceeds received by the partnership from the sale or refinancing of the partnership property remaining after the allocation and distribution thereof in accordance with the terms and provisions of Subparagraph 11c(A)(1), (2), and (3) above, if any, shall next be allocated and distributed fifty percent to the Limited Partners, to be shared by them in proportion to their respective ownership interests in the partnership; and fifty percent to the General Partners, to be shared by them in proportion to their respective ownership interests in the partnership. Amounts distributable to the General Partners under the provisions of this Subparagraph 11.c.(A)(4) shall be subordinated to a cumulative six percent (6%) per annum return to Limited Partners. Distributions in Subparagraph 10c(1) shall be taken into account in computing the cumulative return.

d. **Allocation of Net Losses.** All of the annual net losses of the partnership shall be allocated to and charged against the ownership interest of the Limited Partners, and shared by them in proportion to their respective ownership interest in the partnership, as said ownership interests are set forth in Exhibit "A" attached hereto, said allocation being in accordance with the provision of the Internal Revenue Code for the purpose of fairly and reasonably allocation said net losses to those partners who bear the substantially greater risk of economic loss.

e. **Allocation of Tax Consequences.** All Federal and State income tax consequences resulting from the sale or other disposition of the partnership property shall be allocated to and shall be borne and paid by the Partners in the same manner and proportion as the allocation of profits, gains and losses to which such tax consequences are attributable have been made hereunder; provided, however, that any gain resulting from the difference between the amount of the capital accounts of the partners and those partner's tax basis therein shall be allocated in such a way as to take into account the difference between their economic and tax basis and borne by said partners, and said allocation is provided for in Section 704(c) of the Internal Revenue Code.

f. **Additional Contributions.** No Limited Partner shall be required under any circumstances to contribute further sums to the capital of the partnership or its creditors beyond the amount of his capital contribution, as set forth on Exhibit "A".

g. **Interest on Capital; Loans to the Partnership.** No interest shall be paid on any contributions to the capitalization of the partnership. If necessary to pay expenses of the partnership, a Partner or the Partners may, but shall not be required to, lend or advance money or other consideration to or for the benefit of the partnership with the prior approval of the General

Partners, and any such loan shall be segregated in a loans payable account. Interest shall be payable on all such loans at a rate not to exceed ten percent (10%) per annum.

**h. Winding up.** Upon the termination or dissolution of this partnership, the General Partners shall wind up the partnership's affairs by completing any development project then in process, liquidating the partnership assets and applying the funds in the following manner:

(1) To the payment and discharge of the partnership's debts and liabilities other than to partners;

(2) To the payment and discharge of all loans and advances made by partners to the partnership and all expenses, including attorney's fees incurred by the General Partners or trustee, if one is appointed, in connection with the winding up and liquidation of the partnership; and

(3) To the partners in accordance with the provisions of this agreement.

## **12. PARTNERSHIP ACCOUNTS**

The General Partners shall at all times during the existence of the partnership keep and maintain full and complete records and books of account at the offices of the partnership, and shall, at the expense of the partnership, employ a certified public accountant or accountants to supervise said records and accounts, and to prepare annual income tax returns for the partnership. Said annual accounting shall be prepared and completed within seventy-five (75) days following the close of each fiscal year.

## **13. BANK ACCOUNT**

Partnership funds shall be deposited in the name of the partnership in one or more banks to be designated by the General Partners and shall be withdrawn on the signature of the General Partners or designee.

## **14. TRANSFERS**

**a. Assignment by Limited Partners.** No Limited Partner may sell his interest without the prior written approval of all General Partners (which approval may be withheld at the General Partners' sole discretion) and then only subject to the provisions of this Subparagraph 14.a. If any Limited Partner or the transferee or assignee of any Limited Partner (all referred to in this Subparagraph 14.a as "**Seller**") desires to sell his interest in the partnership, he shall give each of the other Partners thirty (30) days notice of election to sell (option period), and the other Partners shall then have an option to purchase the Seller's interest at the price and on the terms stated in the notice, subject to the following conditions:

(1) The interest may be purchased during the option period, with first option to the remaining Partners in the proportions that the interest of those who elect to purchase the Seller's interest bear to one another. The Seller shall not be required to sell, however, unless his entire interest is purchased by the remaining partners.

(2) If the Seller's entire interest is not purchased by the other partners, the Seller may sell or transfer it to any person, whether or not a party to this agreement, at not less than and on the same terms stated in the notice of the election to sell. The transferee of the Seller's interest shall not be a substituted Limited Partner and shall have only a right to receive net profits and a share of distribution on termination of the partnership or sale or refinancing of the assets. With the consent of the General Partners, which consent may be withheld in the General Partners' absolute discretion, the transferee may become a substituted Limited Partner and be admitted to all the rights of a Limited Partner on the appropriate amendment of the Certificate of Limited Partnership.

(3) If a Seller is unable to sell the partnership interest to any person at the same price and on the same terms as offered to said remaining partners, the Seller shall, before any attempt to sell at a lower price or on more favorable terms, give the partners a new notice of election to sell in accordance with the requirements stated above, and the procedure for purchase and sale shall again be followed.

(4) No General Partner shall assign, transfer, mortgage, or sell any portion of his interest in the partnership without the consent of all the other General Partners and upon approval by a majority of the Limited Partners, provided, however, this Subparagraph 14(a)(4) shall not apply to Removal of a General Partner in accordance with Paragraph 15 herein.

b. **Transfers on Death.** The heirs, devisees, and legatees, of a deceased Partner shall have the rights of a transferee of a living partner, subject to administration of the deceased's estate, and may become a substitute Partner in lieu of the deceased partner in the manner and on the conditions described for the transferee of living partners.

c. **Gift of Interest.** Each Limited Partner may give all or any portion of his interest to an individual or to a charitable organization without approval of the other partners, provided that the transferee's status and rights shall be the same as those provided in Subparagraph a.(2) above.

d. **Amendment of Partnership Agreement.** The partner transferring an interest shall reimburse the partnership for any reasonable attorneys' fees it incurs and any recording costs paid arising from the preparation and recordation of amendments to the Agreement and Certificate of Limited Partnership made to reflect the transfer of the partnership interest.

e. **Adjustment of Basis.** The partnership may, at the sole discretion of the General Partners, elect pursuant to Section 754 of the Internal Revenue Code of 1954, as amended, to adjust the basis of the partnership property as allowed by Section 734(b) and 743(5) thereof. The election, if made, will be filed with the partnership information income tax return for the first taxable year to which the election applies.

f. **First Right of Refusal to Purchase the Project.** If the partnership decides to sell the entire project, it shall give each of the partners who vote against a sale (the "**dissatisfied partners**") ten (10) days notice of election to sell ("**option period**") and the dissenting partners shall then have an option to purchase the projected the price and on the terms stated in the notice, subject to the following conditions:

(1) The project may be purchased during the option period by the dissenting partners in the proportions that the interest of those who elect to purchase bear to one another.

(2) Escrow must close as provided in the notice.

(3) The purchase price shall be without any real estate commission, provided that the selling partners receive the same net amount they would have received if the property had been sold in accordance with the terms set forth in the notice.

(4) If the partnership is unable to sell the project to any person at the same price and on the same terms as offered to the dissenting partners, the partnership shall, before any attempt to sell at a lower price or on more favorable terms, give the dissenting partners a new notice of election to sell in accordance with the requirements stated above, and the procedure for purchase and sale shall again be followed.

15. **REMOVAL, RETIREMENT, BANKRUPTCY, OR DISSOLUTION OF A GENERAL PARTNER**

a. **Right to Retire.** A General Partner at any time may retire and withdraw from the partnership effective upon sixty (60) days written notice to the Limited Partners.

b. **Retirement Where More Than One General Partner.** The removal, retirement, adjudication of bankruptcy, other incapacity of, or dissolution of a General Partner (any of which events are referred to hereafter as the "**terminating event**") shall have no effect upon the continuance of the partnership business when there is one or more remaining General Partners to carry on the partnership business.

c. **Termination of Last General Partner.** The retirement, removal, dissolution, death and/or bankruptcy on/or incompetency of the last remaining General Partner shall terminate the partnership, and the partnership shall be dissolved and liquidated as provided by law unless the business is continued by a General Partner elected in place thereof by the written consent of the partners holding a majority of the ownership interest of the partnership.

d. **Ownership Interest of a Terminating Partner.** If the partnership business is continued, a terminating General Partner shall become a Limited Partner to the extent of any ownership interest and be bound under the terms of this agreement. All partners shall, on demand, execute any amendments to this Agreement and the Certificate of Limited Partnership

necessary to transfer such ownership interest from being that of a General Partners to being that of a Limited Partner.

e. **Executory Contracts.** Any executory contracts between a terminating Partner and the partnership shall provide for cancellation upon sixty (60) days written notice from either party.

**16. POWER OF ATTORNEY**

Each of the Limited Partners irrevocably constitutes and appoints each General Partner as his true and lawful attorney-in-fact; in his name, place and stead, to make, execute, acknowledge and file any of the following documents: An amended or modified Certificate of Limited Partnership; a Fictitious Business Name Statement; and any other instrument that may be required to be filed by the partnership under California Law. This Paragraph 16 does not supersede any other paragraph of this Agreement, nor is it to be used to deprive any Limited Partner of his rights under this Agreement, but is intended only to provide a simplified system for execution of documents. The Power of Attorney is coupled with an interest and shall survive the delivery of an assignment of a limited partnership interest. The foregoing grant of authority may be exercised by the General Partner for each Limited Partner by a facsimile signature of the General Partner or by listing all of the Limited Partners executing any instrument with a single signature of the General Partners for all of them.

**17. COVENANT TO SIGN DOCUMENTS**

Each party covenants on behalf of himself and his successor and assigns to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or expedient in the creation of this partnership, the achievement of its purpose, or the consummation of any matter covered by this agreement.

**18. NOTICES**

All notices shall be given either personally or be prepaid certified mail directed to the parties' respective addresses shown on Exhibit "A", or as late entered on the books of the partnership pursuant to written notification to the General Partner. Each notice shall be signed by the party or parties giving notice.

**19. CONSTRUCTION AND PERMANENT LENDER**

For the purposes of this Agreement, each of the construction and permanent lender may be referred to as "**Lender**". Notwithstanding any other provision of this Agreement, the following will take precedence.

a. The partnership is authorized to execute a note and deed of trust in order to secure a loan to be obtained from Lender, and to execute all other documents required by the Lender

in connection with such loan. Any income partner shall, as condition of receiving an interest in the partnership property, agree to be bound by the note, deed of trust, and all other documents executed in connection with the loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right to possession and control of the project, and no right to collect the rents therefrom shall pass to any person who is not bound by the note and deed of trust in a manner satisfactory to the Lender.

**b.** If any provision of this Agreement in any way tends to contradict, modify or in any way change the terms of the note and deed of trust entered into with Lender, the terms of the note and deed of trust shall prevail and govern; of if any provision hereof in any way tends to limit Lender in its administration of the loan, this Agreement shall be deemed amended so as to comply with Lender's requirements.

The foregoing in this Paragraph 19 will automatically become void at such time as the mortgage loan upon the Project is no longer held by the Lender.

## **20. MISCELLANEOUS**

The paragraph headings in no way define, limit, extend, or interpret the scope of this Agreement or of any particular paragraph.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

AGREEMENT OF LIMITED PARTNERSHIP SIGNATURE PAGE

**General Partners:**

Building Better Partnerships, Inc.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Gustavo Becerra  
Its: President

Central California Housing Corporation,  
a California corporation

By: \_\_\_\_\_  
Austin Herzog  
Its: President

**Limited Partners:**

Building Better Partnerships, Inc.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Gustavo Becerra  
Its: President

Central California Housing Corporation,  
a California corporation

By: \_\_\_\_\_  
Austin Herzog  
Its: President



## EXHIBIT "A"

General Partners Name and Address	Capital Contribution	Percent Of Ownership
<b>Administrative General Partner:</b> Central California Housing Corporation 3128 Willow Avenue, Suite 101 Clovis, CA 93612-4715	\$50.00	0.05 %
<b>Managing General Partner:</b> Building Better Partnerships, Inc. 1455 Butte House Road Yuba City, CA 95993	\$50.00	0.05 %

Initial Limited Partners Name and Address	Capital Contributions and Agreed Value	
Building Better Partnerships, Inc. 1455 Butte House Road Yuba City, CA 95993	\$50.00	49.95 %
Central California Housing Corporation 3128 Willow Avenue, Suite 101 Clovis, CA 93612-4715	\$50.00	49.95 %