

BUILDING BETTER PARTNERSHIPS, INC.

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

January 4, 2022

TO: Gustavo Becerra
Tom Goodwin
Marco Cruz
Rebecca Flores
Doug Lofton

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 January 10, 2022

You are hereby notified that the Building Better Partnerships, Inc. Regular Board Meeting is scheduled for **Monday, January 10, 2022, at 4:00 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

Monday, January 10, 2022

4:00 PM

AGENDA

1. Call to order
2. Roll Call
 - Gustavo Becerra
 - Marco Cruz
 - Rebecca Flores
 - Tom Goodwin
 - Doug Lofton
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 Minutes – October 13, 2021
5. Resolution 22-41 – Authorization to Submit an Application for No Place Like Home Competitive Allocation for Pacific Crest Commons, Truckee, CA
6. Resolution 22-42 – Authorization to Submit an Application for No Place Like Home Competitive Allocation for Rancho Colus, Colusa, CA
7. Resolution 22-43 – Authorization to Submit an Application for No Place Like Home Non-Competitive Allocation for Rancho Colus, Colusa, CA
8. Purchase and Sale Agreement for Regional Housing Authority Owned Vacant Land in Colusa, CA to Building Better Partnerships, Inc.
9. Approval of Amended Bylaws
10. Director's Comments/Updates
11. Adjournment

BUILDING BETTER PARTNERSHIPS, INC.

Minutes

Regular Board Meeting

October 13, 2021

1. Call to Order: President Gustavo Becerra called the meeting to order at 1455 Butte House Road, Yuba City, CA 95993 at 3:07 PM.
2. Roll Call: Board Members present were President Gustavo Becerra, Board Members Rebecca Flores, Tom Goodwin, and Marco Cruz. Board Member Doug Lofton was absent.
3. Public Participation: None
4. Approval of Minutes – September 10, 2021: Board Member Cruz made the motion to approve the minutes of September 10, 2021, as submitted. Board Member Flores made the second. All were in favor by voice vote.
5. Resolution 21-37 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks Apartments, BBP: Board Member Flores explained this resolution will give authorization to participate in the Multifamily Housing Program (MHP). She mentioned there is an award for the project in the amount of \$8,318,933.00. Ms. Flores said this will be a 48-unit family project.

Board Member Goodwin made the motion to approve Resolution 21-37 –Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks Apartments, BBP. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Rebecca Flores, Tom Goodwin and Marco Cruz

Nays: None

Abstain: None

Absent: Board Member Doug Lofton

6. Resolution 21-38 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks-BBP, LLC: Board Member Flores explained this resolution will give authorization to participate in the Multifamily Housing Program (MHP). She mentioned there is an award for the project in the amount of \$8,318,933.00. Ms. Flores said this will be a 48-unit family project.

Board Member Goodwin made the motion to approve Resolution 21-38 –Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks-BBP, LLC. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Rebecca Flores, Tom Goodwin and Marco Cruz
Nays: None
Abstain: None
Absent: Board Member Doug Lofton

7. Resolution 21-39 – Authorization to Participate in the Multifamily Housing Program Resolution for Bear Ridge Apartments, BBP: Board Member Flores explained this resolution will give authorization to participate in the Multifamily Housing Program (MHP). She mentioned there is an award for the project in the amount of \$8,565,326.00. Ms. Flores said this will be a 48-unit family project.

Board Member Goodwin made the motion to approve Resolution 21-39 –Authorization to Participate in the Multifamily Housing Program Resolution for Bear Ridge Apartment, BBP. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Rebecca Flores, Tom Goodwin and Marco Cruz
Nays: None
Abstain: None
Absent: Board Member Doug Lofton

8. Resolution 21-40 – Authorization to Participate in the Multifamily Housing Program Resolution for Bear Ridge-BBP, LLC: Board Member Flores explained this resolution will give authorization to participate in the Multifamily Housing Program (MHP). She mentioned there is an award for the project in the amount of \$8,565,326.00. Ms. Flores said this will be a 48-unit family project.

Board Member Goodwin made the motion to approve Resolution 21-40 –Authorization to Participate in the Multifamily Housing Program Resolution for Bear Ridge-BBP, LLC. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Rebecca Flores, Tom Goodwin and Marco Cruz
Nays: None
Abstain: None
Absent: Board Member Doug Lofton

9. Director's Comments/Updates: Board Member Cruz mentioned he will be setting up a new checking account with River Valley Community Bank for BBP and all the subsidiaries for BBP.

10. Adjournment: The meeting was adjourned at 3:26 PM.

RESOLUTION 22-41

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BUILDING BETTER PARTNERSHIPS, INC.**

NO PLACE LIKE HOME: COMPETITIVE ALLOCATION

PROJECT: PACIFIC CREST COMMONS, TRUCKEE, CA

A majority of the directors of Building Better Partnerships, Inc., a California non-profit public benefit corporation (the "Corporation"), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, for Round 4 funds dated October 29, 2021, as may be amended from time to time, ("NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of a minimum of \$486 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Corporation is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, enacted in 2020 ("Guidelines");

WHEREAS, the Corporation is authorized to do business in the State of California, and it is in the Corporation's best interests to act as the manager of a to-be-formed California limited liability company (the "LLC"), who will act as the Managing General Partner of a to-be-formed California limited partnership (the "Borrower"); and

WHEREAS, the Corporation is authorized and directed to submit an application in response to the NOFA on its own behalf and as the manager of the LLC, who will act as the Managing General Partner of Borrower.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation does hereby determine and declare as follows:

SECTION 1. That the Corporation is hereby authorized and directed to borrow an amount not to exceed \$20 million in competitive NPLH Program funds (the "NPLH Loan").

SECTION 2. That in connection with the NPLH Loan, the Corporation, on its own behalf and as the manager of the LLC as Managing General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department

as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. NPLH Loan funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.

SECTION 4. That Gustavo Becerra, President, is hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Corporation for itself and as manager of the LLC as Managing General Partner of the Borrower.

SECTION 5. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of January, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Rebecca Flores, Secretary

RESOLUTION 22-42

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BUILDING BETTER PARTNERSHIPS, INC.**

NO PLACE LIKE HOME: COMPETITIVE ALLOCATION

PROJECT: RANCHO COLUS, COLUSA, CA

A majority of the directors of Building Better Partnerships, Inc., a California non-profit public benefit corporation (the "Corporation"), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, for Round 4 funds dated October 29, 2021, as may be amended from time to time, ("NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of a minimum of \$486 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Corporation is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, enacted in 2020 ("Guidelines");

WHEREAS, the Corporation is authorized to do business in the State of California, and it is in the Corporation's best interests to act as the manager of a to-be-formed California limited liability company (the "LLC"), who will act as the Managing General Partner of a to-be-formed California limited partnership (the "Borrower"); and

WHEREAS, the Corporation is authorized and directed to submit an application in response to the NOFA on its own behalf and as the manager of the LLC, who will act as the Managing General Partner of Borrower.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation does hereby determine and declare as follows:

SECTION 1. That the Corporation is hereby authorized and directed to borrow an amount not to exceed \$20 million in competitive NPLH Program funds (the "NPLH Loan").

SECTION 2. That in connection with the NPLH Loan, the Corporation, on its own behalf and as the manager of the LLC as Managing General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department

as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. NPLH Loan funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.

SECTION 4. That Gustavo Becerra, President, is hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Corporation for itself and as manager of the LLC as Managing General Partner of the Borrower.

SECTION 5. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of January, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Rebecca Flores, Secretary

RESOLUTION 22-43

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BUILDING BETTER PARTNERSHIPS, INC.**

NO PLACE LIKE HOME: NON-COMPETITIVE ALLOCATION

PROJECT: RANCHO COLUS, COLUSA, CA

A majority of the directors of Building Better Partnerships, Inc., a California non-profit public benefit corporation (the "Corporation"), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, on October 23, 2020, on October 29, 2021 and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately \$19 million in Non-Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Corporation is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, enacted in 2020 ("Guidelines");

WHEREAS, the Corporation is authorized to do business in the State of California, and it is in the Corporation's best interests to act as the manager of a to-be-formed California limited liability company (the "LLC"), who will act as the Managing General Partner of a to-be-formed California limited partnership (the "Borrower"); and

WHEREAS, the Corporation is authorized and directed to submit an application in response to the NOFA on its own behalf and as the manager of the LLC, who will act as the Managing General Partner of Borrower.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation does hereby determine and declare as follows:

SECTION 1. That the Corporation is hereby authorized and directed to borrow an amount not to exceed \$500,000 in NPLH Program funds (the "NPLH Loan").

SECTION 2. That in connection with the NPLH Loan, the Corporation, on its own behalf and as the manager of the LLC as Managing General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and

any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.

SECTION 4. That Gustavo Becerra, President, is hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Corporation for itself and as manager of the LLC as Managing General Partner of the Borrower.

SECTION 5. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of January, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Rebecca Flores, Secretary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of January 10, 2022, by and between **Regional Housing Authority**, a public body, corporate and politic organized under the laws of the State of California (“Seller”), and **Building Better Partnerships, Inc.**, a California nonprofit public benefit corporation (“Purchaser”) constitutes both an agreement to purchase and sell real property and escrow instructions to accommodate the transaction contemplated hereby.

WHEREAS, Seller is the owner of a certain property located at 1717 Highway 20, Colusa, Colusa County, California (“Property”), and certain amenities appurtenant thereto; and

WHEREAS, Seller agrees to sell and Purchaser agrees to purchase the Property, upon the terms and conditions hereinafter set forth;

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and in consideration of other good and valuable consideration, receipt of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

DEFINED TERMS

All initially capitalized words shall be defined terms having only the specialized definition attributing to them by various provisions of this Agreement. Such specialized definitions shall apply regardless of whether such words appear before or after their respective definitions in the context of this Agreement.

1. Sale of the Property

- 1.1. On the terms and conditions contained in this Agreement, Seller agrees to sell, convey, assign, transfer, and deliver to Purchaser and Purchaser agrees to purchase all rights, title and interest of Seller in and to that certain real property as legally described in the attached Exhibit “A” together with all improvements located thereon, all Seller’s rights, title and interest in and to all private water and sewer easements and appurtenances.
- 1.2. All fixtures and articles of personal property owned by Seller and attached or appurtenant to or used in connection with Property and any contract rights, claims, trade names and other items of personal property, both tangible and intangible, owned by Seller and used in connection with the quiet enjoyment of the Property are included in the sale, as set forth in the Bill of Sale and Assignment attached hereto as Exhibit “B”.

2. Purchase Price, Terms and Closing

- 2.1. The purchase price for the Property (the “Total Purchase Price”) shall be Six Hundred Sixty Thousand dollars (\$660,000) and represents the fair market value established by an appraisal conducted by an appraiser licensed by the California Office of Real Estate Appraisers, and shall be paid to Seller as follows:

- 2.1.1. Upon the opening of escrow, Purchaser shall deposit therein cash in the amount of One Thousand Dollars (\$1,000) (the "Deposit") to be applied to the Purchase Price at the Closing;
- 2.2. Seller agrees to finance the sale with a 55-year, 3% simple interest deferred payment loan, with payments only based on residual receipts, to Purchaser;
- 2.3. The term "Closing" or "Closing Date" shall mean the date upon which a Grant Deed evidencing the conveyance of the Property by Seller to Purchaser is executed and delivered by Seller to Purchaser.
 - 2.3.1. Closing Date shall occur no later than December 31, 2024, unless extended by agreement of the parties. Closing shall take place at the office of Purchaser's counsel or at such other location as shall be mutually agreeable to the parties.
- 2.4. The following documents shall be executed and/or delivered at the Closing:
 - 2.4.1. Seller shall execute and deliver to Purchaser the Bill of Sale and any other documents required in order to enable Purchaser or Purchaser's representative to record the Deed with the Colusa County Recorder.
 - 2.4.2. Purchaser shall deliver the Total Purchase Price as provided in Paragraph 2.1.
- 2.5. At or prior to the Closing Date, Purchaser shall have the right to assign this Agreement and Purchaser's rights and obligations hereunder to a limited partnership of the Purchaser's choice. If this assignment occurs, Purchaser shall provide Seller with all pertinent documentation.

3. Conditions to Purchaser's Obligations

- 3.1. Unless waived in writing by Purchaser, Purchaser's obligation hereunder and the Closing of this transaction shall be contingent upon and subject to satisfaction of all of the following additional conditions:
 - 3.1.1. Approval by Purchaser and Purchaser's counsel of a title commitment (the "Title Commitment") on the Property which Title Commitment shall contain copies of all documents referred to in it, including without limitation, all covenants, conditions, restrictions, easements, rights and rights-of-way of record affecting the Property.
 - 3.1.2. Seller is not in default under this Agreement and Seller has delivered to Purchaser all certificates, instruments or other Documents required to be provided by or on the Closing Date pursuant to this Agreement herein and a certificate stating that all representations and warranties set forth in Paragraph 5 are true and correct as of the date of Closing.
 - 3.1.3. That Purchaser has obtained the approval of all parties for the transaction contemplated by this Agreement by December 31, 2024.

In the event Closing has not occurred by December 31, 2024, then unless such date shall be extended in writing by the parties hereto, this Agreement shall be null and void and neither Purchaser nor Seller shall have any duties or obligations to the other.

4. Conditions of Seller's Obligation

Unless waived in writing by Seller, Seller's obligations hereunder and the Closing shall be contingent upon and subject to satisfaction of all of the following conditions:

4.1.1. Purchaser is not in default under this Agreement and has delivered to Seller a certificate stating that all representations and warranties set forth in Paragraph 6.2 are true and correct as of the Closing Date.

5. Covenants, Representations and Warranties of Seller

5.1. Seller agrees until the Closing Date to continue to operate the Property, or cause the Property to be operated in the same manner as it is now being operated and to keep the Property and all equipment and machinery used in connection therewith in the same order and condition as they are now, reasonable wear and tear excepted.

5.2. Purchaser and its representative shall have the right upon three (3) days prior written notice to Seller, and in a reasonable manner, to conduct any and all tests and inspections, to the Property and any and all plans, specifications and surveys relating thereto for any purpose, and in such connection Seller will cooperate, upon reasonable notice, in assisting Purchaser to gain access to the Property for the purpose of inspections. Purchaser hereby agrees to indemnify Seller for any and all claims, damages or liens resulting from its inspections. This obligation of indemnity shall survive the Closing or termination of this Agreement.

5.3. Seller hereby represents, warrants, and covenants that as of the Closing Date:

5.3.1. Seller will have full power and authority to enter into and perform the terms and conditions of this Agreement, the person executing this Agreement for Seller is fully and duly empowered and authorized to so act and this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms;

5.3.2. To the best of Seller's actual knowledge, the Property is zoned for its present use and there exists with respect to the Property no condition which violates any municipal, state or federal law, rule or regulation which has not heretofore been ratified, nor has Seller received any notice or communication from any insurance carrier of the Property regarding any dangerous, illegal or other condition requiring any correction action not heretofore corrected.

5.3.3. No default exists under any indebtedness; mortgage, lease or other instrument relating to or affecting the Property;

5.3.4. There is no litigation or proceeding pending, or, to Seller's actual knowledge, threatened against or relating to the Property; not already previously disclosed to Purchaser.

- 5.3.5. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Seller is bound, or violate any statute or law or any judgment, decree, order, regulatory or rule of any court or governmental subsidy.
- 5.3.6. There are no contracts or agreements written or oral, affecting the ownership of the Property with a monetary value in excess of Five Thousand Dollars (\$5,000) per annum; there are no contracts or agreements, written or oral, affecting the operation of the Property not terminable by Seller or its successor in interest (including Purchaser) upon thirty (30) days advance notice; no party to any such contracts or agreements in default thereunder.
- 5.3.7. Seller has received no notice of a taking, condemnation, or special assessment, actual or proposed, with respect to the Property.
- 5.4. The representation, warranties, and covenants set forth in Paragraph 5 shall survive the Closing Date.
- 5.5. Seller shall deliver to Purchaser all of the due diligence items reasonably requested by Purchaser.
- 5.6. Seller shall indemnify and hold Purchaser harmless against any and all claim, damages, or injury of any type which Purchaser may suffer or face due to the material and intentional misrepresentation by the Seller of any of the provisions of this Paragraph 5.

6. Covenants, Representation and Warranties of Purchaser

- 6.1. Purchaser agrees until the Closing Date to provide Seller any financial statements or any other financial or credit information reasonable requested by Seller in order to have reasonable assurances of Purchaser's continued ability to perform hereunder, including financial statements prepared in accordance with general standards promulgated by the American Institute of CPAs.
- 6.2. Purchaser hereby represents and warrants that as of the date of this Agreement and as of the Closing Date:
 - 6.2.1. Purchaser has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for Purchaser is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms except to the extent any of the terms hereof may be contrary to law.
 - 6.2.2. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court, or governmental body.
 - 6.2.3. There is no claim, action, proceeding or investigation pending or to the best of Purchaser's knowledge, threatened against or involving Purchaser, which questions

or challenges the validity of this Agreement or any action taken or to be taken by Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby; and Purchaser knows of no valid basis for any such action, proceeding or investigation.

- 6.3. The representations, warranties and covenants set forth in Paragraph 6.2 shall survive the Closing Date.
- 6.4. Purchaser shall indemnify and hold Seller harmless against any and all claims, damages, or injury of any type which Seller may suffer or face due to the material and intentional misrepresentations by Purchaser of any of the provisions of this Paragraph 6.

7. Expenses of Closing and Subsequent Operations

- 7.1. Purchaser and Seller shall split 50/50 all closing costs in connection with the sale of the Property including, but not limited to, all title insurance premiums and costs, recording fees, all State and County transfer tax, excise tax or any tax of a similar nature (but not income taxes imposed by Federal or State governmental agencies), and all fees imposed by any person or entity who or which must approve the transactions set forth in this Agreement.
- 7.2. Seller shall pay (i) the fees and expenses of Seller's counsel and Seller's other professional advisors.

8. Violations

- 8.1. All notices of violation of law or municipal ordinances, orders or requirements noted in or issued by any federal, state, county or municipal agency having jurisdiction over or affecting the Property or any violation of zoning laws or ordinances (hereinafter referred to as "Violations") shall be complied with by Seller, and the Property shall be conveyed free of the same.

9. Default of Either Party

- 9.1. A party shall be in default under this Agreement if it fails to perform, in all material respects, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, or if one or more of its representations and warranties is untrue in any material respect which adversely affects the other party's interest under this Agreement.
- 9.2. If and only if Purchaser shall for any reason whatsoever default in the performance of its obligations under this Agreement and (i) in the event of a monetary default, fail to cure such default within a period of twenty (20) business days from receipt of notice from Seller or (ii) in the event of a non-monetary default, fail to cure or commence and, thereafter, diligently proceed to cure such default within a period of ten (10) business days from receipt of notice from Seller: then Seller shall be entitled to terminate this Agreement for such default, or commence an action for specific performance. These shall be the sole and exclusive remedies of Seller in the event of default by Purchaser.

- 9.3. If Seller shall for any reason be in default in the performance of his obligations under this Agreement, Purchaser may either terminate this Agreement for such default, or commence action for specific performance. These shall be the sole and exclusive remedies of Purchaser in the event of a default by Seller.
- 9.4. In the event either party employs counsel to enforce its rights hereunder after a breach by the other party, such party employing counsel shall be entitled to reasonable attorneys' fees and expenses, whether or not suit be commenced, and at trial and on appeal, in successfully enforcing its rights hereunder.

10. Modifications

- 10.1. This Agreement may not be changed or terminated orally. The stipulations herein are to apply to and bind the successors or assigns of the parties.

11. Environmental Condition of Property

- 11.1. The Purchaser agrees and acknowledges that it is responsible for making, and has been granted the opportunity to make all investigations (above ground and below ground) deemed necessary by the Purchaser to determine whether the Property contains (a) any toxic or hazardous wastes or materials (as defined or regulated by Federal, State, or local laws), wetlands or adverse conditions and (b) contains no unsafe soil conditions, that the Seller has made no representations or warranties of any kind with regard to the environmental condition (above ground or below ground) of the Property, that it is purchasing the Property "as is" and that it waives any right to bring any claim against the Seller of any nature whatsoever with regard to the environmental condition of the Property including any claim based on the presence of any toxic or hazardous wastes or materials, in, on or under the property.

12. Miscellaneous Provisions

- 12.1. Concurrent with the Closing, the parties shall give any notice of transfer as may be required by statute and otherwise shall comply with all statutory requirements in connection therewith by delivering any such notices to the Title Company, in form complying with such law.
- 12.2. In the case of any conflict in the interpretation of the terms and conditions of this Agreement, the terms of this Agreement shall control.
- 12.3. If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.
- 12.4. Seller and Purchaser shall, prior to the Closing Date, execute any and all acts reasonably necessary or appropriate to consummate this transaction.
- 12.5. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.6. In the event prior to closing there is any recording of this Purchase and Sale Agreement or any document that refers to it, this transaction shall be null and void at the option of Seller.

13. Brokerage

13.1. The Seller represents that it has not dealt with a broker, finder or like agent or any other person who is entitled to a commission as a result of the transaction contemplated herein. Seller and Purchaser each hereby agrees to indemnify and hold harmless the other from any and all loss, cost, damage or expense as a result from a claim of liability for such a commission by reason of the acts of the indemnifying party.

14. Governing Law

14.1. This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of California.

15. Entire Agreement, Survival

15.1. This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement and supersedes all other agreements, including letters of intent between Seller and Purchaser. There are not oral or written agreements existing between the parties relative to the subject matter hereof that are not expressly set forth herein and covered hereby.

15.2. All covenants, warranties, representations and agreements of the parties hereto shall survive the Closing and shall remain in full force and effect thereafter.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

17. Notice

17.1. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or two days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

if to Purchaser, to
Building Better Partnerships, Inc.
1455 Butte House Road
Yuba City, CA 95993
Phone: (530) 671-0220
Fax: (530) 674-8505
Attn: Thomas Goodwin

if to Seller, to
Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95993
Phone: (530) 671-0220
Fax: (530) 674-8505
Attn: Gustavo Becerra

- 17.2. In lieu of mail notice as provided in Paragraph 17.1, Federal Express or other nationally recognized overnight delivery service, or Express Mail, may be utilized, but in such event notice shall be deemed given upon the next business day after sending, or upon actual delivery, if earlier.

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

PURCHASER:

Building Better Partnerships, Inc.

By: Thomas Goodwin
Its: Vice President

SELLER:

Regional Housing Authority

By: Gustavo Becerra
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Colusa, County of Colusa, State of California, described as follows:

BEGINNING AT A ¾" GAS PIPE ON THE EASTERLY SIDE LINE OF THE STATE HIGHWAY FROM COLUSA TO MERIDIAN FROM WHICH POINT OF BEGINNING A STAKE MARKING THE SOUTHEASTERLY CORNER OF THE TOWN OF COLUSA BEARS THE FOLLOWING COURSES AND DISTANCES: N. 23° 40' W. 679.83 FEET; THENCE N. 06° 59' W. 88.6 FEET; THENCE N. 43° 34' W. 105.4 FEET. FROM SAID POINT OF BEGINNING THE TRACT OF LAND HEREBY CONVEYED IS DESCRIBED AS FOLLOWS: S. 23° 40' E. 246.03 FEET TO A ¾" GAS PIPE ON THE EASTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY FROM COLUSA TO MERIDIAN; THENCE N. 69° 15' E. 648.9 FEET TO A ¾" GAS PIPE; THENCE N. 23° 40' W. 246.03 FEET TO A ¾" GAS PIPE; THENCE S. 69° 15' W. 648.9 FEET MORE OR LESS TO THE PLACE OF BEGINNING; BEING A PART OF THE SELLMAN TRACT, IN THE JIMENO RANCHO.

APN: 002-120-029

EXHIBIT B

BILL OF SALE

To be provided

BYLAWS
OF
BUILDING BETTER PARTNERSHIPS, INC.,
a California Nonprofit Public Benefit Corporation

ARTICLE I.
NAME

The name of this corporation is Building Better Partnerships, Inc. (the "Corporation").

ARTICLE II.
PRINCIPAL OFFICE

The principal office for the transaction of the business of the Corporation shall be located in Yuba City, California and shall be established by the Board of Directors (the "Board"). The Board is hereby granted full power and authority to change said principal office to another location.

ARTICLE III.
MEMBERS

The Corporation has no members.

ARTICLE IV.
DIRECTORS

Section 1. Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporations Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers, to wit:

(a) Appoint and remove, at the pleasure of the Board, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

(b) Change the principal office or the principal business office in California from one location to another; and designate any place within the State of California for the holding of any meeting or meetings.

(c) Adopt, make, and use a corporate seal; and alter the form of a corporate seal. Failure to have, use, or affix a seal shall not affect the validity of any action taken or documents executed by the Corporation.

(d) Borrow money and incur indebtedness on behalf of the Corporation, and to cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debts and securities.

(e) Construct, operate, maintain and improve, and buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing for low-income persons.

Section 2. Number and Qualifications of Directors. The authorized number of Directors shall be five (5) until changed by amendment of the Articles of Incorporation or by a by-law duly adopted by the members of the Corporation amending this Section 2.

Said five (5) Directors shall be the persons holding the following offices: One (1) Director shall be the Executive Director of the Regional Housing Authority of Sutter and Nevada Counties (the "Authority"); ~~three (3)~~ three (3) Directors shall be ~~the Chief Financial Officer of the Authority; two (2) Directors shall be staff members of the Occupancy Department and Planning and Community Development Department of the Authority~~ members of the Regional Housing Authority management team; and one (1) Director shall be an Authority Commissioner.

Section 3. Vacancies. In the event an amendment to the bylaws to increase the number of Directors occurs, resulting vacancies shall be filled by a majority of the remaining Directors. A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any Director, or if the authorized number of Directors is increased.

Section 4. Meetings.

(a) Annual Meeting. The Annual Meeting of the Board shall be held on the regular meeting date in January, at which time the election of officers shall take place.

(b) Regular Meetings. Regular Meetings shall be held quarterly with time and place and date set by resolution of the Board.

(c) Special Meetings. Special meetings may be called by the President or at the request of a majority of the members of the Board, stating the purpose, time and place of the meeting.

- i. The only business transacted shall be limited to items and subjects set forth in the Notice of Special Meeting.
- ii. Written notice shall be given twenty four (24) hours in advance of the meeting to each member of the Board, local newspapers of general circulation and radio or television station requesting such notice and to anyone filing a written request for notice. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.

(d) Executive Sessions. Executive sessions may be held only for those purposes permitted by the Ralph M. Brown Act.

(e) Rules. All meetings shall be conducted in accordance with Robert's Rules of Order Revised.

(f) Conduct of Business. All meetings shall be public and shall follow an agenda prepared by the Secretary.

(g) Meetings and Rules.

- i. Written notices of meetings shall be sent at least 72 hours in advance of a regular meeting to all members of the Board.
- ii. Written notice of the meeting shall be posted at the principal office in a location accessible to the public.
- iii. Opportunity for discussion of all material mailed in advance shall be included in the agenda as shall opportunities for public comment.
- iv. The agenda of the regular meetings shall include minutes of the previous regular meeting. Minutes of all meetings shall be kept and filed with the Secretary.

(h) Quorum. Fifty percent (50%) plus one (1) of those currently appointed shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

- i. Actions shall be by formal motion or resolution.
- ii. Actions may be adopted by a simple majority of the Board.
- iii. Each member of the Board shall have one (1) vote.
- iv. Proxy votes shall not be permitted.

Section 5. Self-Dealing Transactions. The Board shall not approve a self-dealing transaction. A self-dealing transaction is one (a) to which the Corporation is a party and (b) in which one or more of the Directors has a material financial interest, either directly or because the transaction is between the Corporation and any entity in which one or more of the Corporation's Directors has a material financial interest.

Section 6. Standard of Care- General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Section 7. Standard of Care - Investments. Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital. The provisions of Section 7 of these Bylaws shall apply to this Section.

ARTICLE V. OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The Corporation may also have, at the Board's discretion, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, an Executive Director, or other officers as it sees fit. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

Section 2. Election. The Board shall elect all officers of the Corporation for terms of ~~three (3) one~~ years or until their successors are elected and qualified.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board.

Section 4. Removal of Officers. Any officer may be removed with or without cause by the Board at any time.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 6. President. The President shall have general supervision, direction, and control of the business and affairs of the Corporation. The President shall have those powers authorized by the Board and shall be responsible for managing the business of the Corporation, executing agreements and legal documents authorized by the Board or authorized by the Bylaws, supervising staff and consultants, and carrying out other activities necessary or beneficial to the Corporation. He or she shall preside at all meetings of the members and Directors and shall have such other powers and duties as may be prescribed from time to time by the Board.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President and in so acting shall have all the powers of the President. The Vice President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 8. Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board, shall keep the Seal of the Corporation, if any, and affix it to such papers and instruments as may be required in the regular course of business; shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given; shall supervise the keeping of the records of the Corporation, and shall perform such other duties of the office as prescribed by the Board.

Section 9. Treasurer. The Treasurer shall receive and safely keep all funds of the Corporation and deposit them in the bank or banks that may be designated by the Board. Those funds shall be paid out only on checks of the Corporation signed by such officers as may be designated by the Board as authorized to sign them. The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE VI.
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Corporation shall end each year on March 31.

Section 2. Contracts. The Board, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contracts or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Voting Security. The President, or the Vice President and the Secretary, or such other officers as the Board may select of the Corporation, shall have all rights incident to any and all voting securities of any other corporation. The authority granted in these Bylaws to the officers to vote or represent the Corporation arising from any voting securities held by the Corporation in any other corporation or corporations may be exercised either by the officers in person or by any person authorized so to do by proxy or power of attorney duly executed by the officers.

Section 4. Construction and Definition. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Nonprofit Corporations law shall govern the construction of these Bylaws.

Section 5. Indemnification. The Corporation shall indemnify its Directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative.

In all cases where indemnification is sought, the Corporation shall be subject to the following restrictions and requirements:

(a) Where the action or proceeding is brought on behalf of the Corporation or involves self-dealing transactions, as defined in Article IV, Section 5 of these Bylaws, the Corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the Director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the Corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the Corporation, and (3) with the care of an ordinarily prudent person.

(b) Where the person seeking indemnification under this section has been held liable to the Corporation, or has settled his or her liability to the Corporation, the Corporation shall not indemnify against expenses without the approval of the court or the Attorney General.

(c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection A. of this section by a majority vote of a quorum consisting of disinterested Directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

(d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the Corporation or in defense of any claim or issue involved in such action or proceeding, the Corporation shall indemnify against all expenses actually or reasonably incurred.

(e) The Corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt

of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Section 6. Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any Director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the Director, officer, employee or agent in such capacity or arising out of the Director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the Director, officer, employee, or agent against that liability under law; except, the Corporation may not purchase insurance to protect self-dealing Directors (as defined in Article IV, Section 5 of these Bylaws) from liability.

Section 7. Reports to Directors. The President shall furnish a written report at the first regular meeting of the fiscal year to all Directors of the Corporation containing the following information:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes during the fiscal year.

The President must furnish a written report to all Directors that lists any transaction during the prior fiscal year involving One Thousand Dollars (\$1,000) or more between the Corporation or a subsidiary and any Director or officer of the Corporation or a subsidiary. The report must disclose the name of the Director or officer and the person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest. The President must also furnish an annual written report to all Directors disclosing the amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the prior fiscal year to any officer or Director of the Corporation.

Section 8. Amendment of Bylaws and Articles. The Bylaws or Articles may be amended or repealed and new Bylaws or Articles adopted by the vote of a majority of all the Directors of the Board. Amended or newly adopted Bylaws shall take effect immediately.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Building Better Partnerships, Inc.
2. That the foregoing bylaws constitute the bylaws of said Corporation as duly adopted at a meeting of the Board of Directors thereof duly held on ~~December 17, 2015~~ January 10, 2022.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the Seal of said Corporation this ~~17th day of December 2015~~ 10th day of January 2022.

Formatted: Superscript

_____, Secretary