

2025-26 Application for Affordable Housing Funds

Monday, January 27, 2025

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the [Notice of Funding Availability \(NOFA\)](#) released on January 22, 2024 for detailed information about qualifications and application requirements. Applicants may use this [prep tool](#) for the long-form questions in order to save their responses and copy/paste into this application.

The deadline to apply is **5:00 p.m. Wednesday, February 19**. Applicants will receive a copy of their submitted application to the email address entered.

The following grant sources and approximate amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$900,000
2. **Federal HOME** - * \$700,000
3. **Federal CDBG Housing** - * \$1,500,000
4. **City of San Rafael Affordable Housing Trust Fund (AHTP)** - \$500,000

** These figures are projected based on 2024-25 entitlements and are subject to change.*

Applicant Information

Organization Name

Marin Foster Care Association

Website URL

<https://www.marinfostercare.org/>

Mailing Address

55 Mitchell Blvd. #2
San Rafael, California, 94903

Project Contact Name

Ashley Hurd

Title

Executive Director

Email Address

ashley@marinfostercare.org

Phone Number

(415) 686-3516

Executive Director Name

Ashley Hurd

Executive Director Email Address

ashley@marinfostercare.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Founded in 2003, Marin Foster Care Association (MFCA) is the only organization in Marin County dedicated to providing a continuum of resources for foster families and the children in their care. Our mission is to provide comprehensive resources that inspire and empower the Foster Care Community. MFCA is a first responder when a child is placed in foster care and delivers a wide range of direct support and social and therapeutic services for foster families throughout their placements.

MFCA's primary programs and services include our Opportunity Project, which provides extracurricular activities and resources for youth in foster care; our Community Resource Center, which includes—at no cost—every item a foster family needs to welcome a child into their home; trainings and community-building groups and events for families; our FITT therapeutic program for foster families; and housing and supportive programs for youth aging out of foster care. In 2024, 602 foster parents and social workers visited our Community Resource Center to ensure they had everything they needed to provide for youth in foster care, and we provided 175 youth with direct support through our various programs. Over 25 families and transition-age youth participate weekly in our FITT therapy program.

MFCA collaborates closely with the county, Child and Family Services, and other nonprofits to respond to the needs of our community's most vulnerable children. In this role, MFCA addresses firsthand the challenges facing transition-age foster youth (TAY), including lack of access to housing—and thus a high risk of homelessness—when they age out of foster care. In response to this significant gap in local resources, our Board of Directors established the creation of reliable, safe housing for youth aging out of foster care as one of our organization's strategic priorities.

MFCA has decades of experience connecting foster families with community resources and developing solutions to emerging needs. Elected officials and human service providers often call upon us as an expert partner in matters relating to foster care. We have received multiple county investments in our programs and initiatives, including the acquisition of our first apartment building for transition-aged foster youth in Novato in the fall of 2023.

Under a year after purchasing our Novato building, we worked with our partners (Alternative Family Services and Make It Home) to house transition-age youth in all of its available units (60% of the total units). This rapid success strongly demonstrates our capacity to meet this urgent housing need in our community.

The pace at which our Novato building's units have been filled confirms the significant and immediate ongoing need for TAY housing. MFCA is well-positioned—from our established collaborations to our strong fundraising program—to expand housing opportunities to meet this need. With the support of our trusted advisors and leadership funders, we are purchasing a new building in San Rafael to continue preventing TAY homelessness in Marin County.

Have there been any recent or upcoming changes? For example, leadership transitions or recent expansions or cutbacks in activities and/or budget? If so, please explain.

No

If applicable, what is the organization's standing with licensing or other accreditation authorities?

N/A

How does your organization verify client income?

For our work with transition-age youth, we rely on our partnership with Alternative Family Services (AFS)

for their extensive knowledge of each young person who is a potential tenant or client.

AFS co-signs, holds the lease, and pays the fair market rent for both housing programs. The youth in their THP+ housing program (a specific program for former foster youth) pay a program fee that increases every three months while they are in the program. The fee starts at \$60 and caps at \$600. This approach helps gradually build their capacity to pay rent independently. All the fees the youth pay are returned to them to use when they graduate from the program, strengthening their financial start to independence. Youth who are still in foster care do not pay program fees. MFCA provides an \$800 monthly stipend to use toward utilities, food, transportation, etc.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

MFCA has applied for \$300,000 in funding from Marin County Affordable Housing Trust Fund. Should this funding be granted, it will be used directly as part of the financing to acquire the property.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

No

General Project Information

Project Name

158-166 Park Street

Project Address

158 Park Street
San Rafael, California, 94901

Assessor's Parcel Number (APN)

014-032-19

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types.

HOME CDBG Housing San Rafael AHTF

HOME Amount Requested (max \$700,000)

\$200,000

CDBG Housing Amount Requested (max \$1,500,000)

\$400,000

San Rafael AHTP Amount Requested (max \$500,000)

\$250,000

To determine your project's Flood Area status, visit the [FEMA Flood Map Service Center](#). Please save a copy of the flood map for the site. If the project is located in a Regulatory Floodway, it is ineligible for HOME or CDBG funding. If the project is located in a Special Flood Hazard Area, you must obtain flood insurance to qualify for HOME or CDBG funding.

CDBG/HOME applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

CDBG/HOME applicants only: Describe your organization's experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

While MFCA doesn't have direct experience with Federal funding, we do have multiple years of experience fulfilling programs funded by the county.

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

158-166A Park Street in San Rafael comprises six one-bedroom, one-bath units. Each unit averages 696 square feet. Rent levels average \$2246/month. These units will house low-income young adults aging out of the foster care system. The building provides safe and welcoming housing within walking distance (.4 miles) to many grocery stores, restaurants, and public transportation. As with our building in Novato, all youth who occupy these units will have the support of Alternative Family Services (AFS) caseworkers as they learn the responsibilities of being a good tenant and neighbor. These caseworkers ensure that youth are connected to resources, including primary care, behavioral health services, employment, benefits advocacy, and legal assistance. Marin Foster Care provides for additional basic needs, such as groceries and items for self-care. We also offer therapeutic and coaching services tailored to the needs of foster youth and provide other support, such as tuition assistance and transportation, when youth demonstrate readiness for these opportunities.

At any given time, Marin County has 25-35 transition-age foster youth (TAY) in the dependency system. While housing vouchers help a newly independent young person afford housing, many landlords simply won't "chance" renting to a young person in these circumstances. Therefore, far too many transition-age youth end up unhoused or precariously housed when they age out of the foster care system. For years, we have seen firsthand the challenges facing transition-age youth and have recognized how difficult it is for anyone to become a healthy, independent, contributing member of society without housing—a basic human need. In response, our Board of Directors established meeting this need as one of our organization's strategic priorities.

Through the housing at our Novato building, we are successfully preventing youth homelessness and creating the opportunity for young people who are aging out of foster care in Marin County to stay in their community, where they have access to their existing social, emotional, and educational networks as they begin their independence. We now seek to expand our capacity to serve these youth by purchasing a second building in San Rafael.

This project preserves much-needed affordable housing in Marin County. Sustaining a dependable source of housing for youth aging out of the foster care system prevents them from homelessness or languishing in temporary, unstable, or unsafe housing situations. Moreover, this housing creates pathways for youth to stay in Marin so they are not disconnected from established services and support systems. Support for this project makes a direct short- and long-term impact in our community, providing a sustainable housing solution for transition-age youth and a stable start to their independence. In addition to preventing homelessness, reliable, safe housing for transition-aged youth gives them the foundation and stability to pursue education and employment opportunities to establish financial independence and provides them

with an equitable opportunity to thrive. Safe TAY housing also intercepts many health risks accompanying youth homelessness.

Intended use of funds (select all that apply)

Acquisition

Describe the property’s history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

Marin Foster Care went into contract on the Park Street property—which one of our major donors, with expertise in real estate, identified as a sound and well-maintained building—on November 24, 2024. Our inspection contingencies were removed on December 13, 2024. Fundraising contingencies and all other contingencies were removed on December 27, 2024. We closed on January 30, 2025.

The planned sources of the funds for purchasing include \$250,000 allocated from MFCA’s reserves; \$65,000 from private donors, requested support from the City of San Rafael, HOME and CDBG; a requested \$300,000 grant from the County of Marin; \$300,000 in support from the Marin Community Foundation; and a \$1M 0% interest loan from a private donor. As we are successfully doing with our Novato building, we plan to fundraise specifically for this project to repay the donor loan within five years. This strategy will allow MFCA to own this building outright, prevent our small organization from carrying debt over the long term, and ensure that we can dedicate funding to our crucial ongoing programs and services for the foster care community. (The county and other funders of this project also supported the acquisition of our Novato building for transition-age youth.)

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

This building is in a prime location for our aging-out foster youth. It is within walking distance to Montecito shopping center and downtown San Rafael, with restaurants and services easily accessible. Public transportation runs regularly on Mission Avenue and Union Street – a 4-minute walk from the building. United Markets, Whole Foods, and Trader Joe’s are a short walk or scooter ride away. Boyd Memorial Park is also nearby.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Unknown

Notes or clarifying information on environmental issues:

Given this building has always been a residential property and is in a residential area, we don't believe there is a need for a Phase I environmental review. Additionally, per Geotracker, nothing in the vicinity would warrant a Phase I, given it has always been a residential neighborhood.

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

n/a

Who is the staff member who will supervise and manage the proposed project? Describe their past experience with project management.

Ashley Hurd, MFCA’s Executive Director, will lead this project, as she continues to do with our Novato project. Prior to becoming the Executive Director, Ashley devoted hundreds of hours of her time during her three-year term as Board President and has been responsible for leading the significant growth of MFCA’s programs and budget for the last five years. Ashley has worked directly with Alternative Family Services

(AFS)–the agency supporting the transition-age youth who will reside in the building–for over five years. Facility management will be provided by Prandi Property Management Company, which has many years of experience working with low-income rental units, including our Novato building. Make It Home, an organization dedicated to helping those transitioning out of homelessness or aging out of the foster care system furnish their homes, will fully furnish each unit as it becomes available for a young person aging out of foster care.

Additionally, we have hired a Community Engagement Coordinator and Program Assistant to take on other executive management responsibilities at MFCA so that Ashley can devote time to transformational strategic initiatives, such as TAY housing. Our partner in this project, AFS, has extensive experience providing culturally competent services to transition-age youth. AFS staff working with youth in this building (as well as the leadership of the organization) reflect the diversity of those they are serving and connect youth with linguistically and culturally relevant resources as needed.

Will the project involve hiring an external property management company?

Yes

Describe the property management company. Include the company name and the number of affordable housing sites and units that it currently manages.

Facility management will be provided by Prandi Property Management Company, which has many years of experience working with low-income rental units, including our Novato building.

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to our [Affirmative Marketing webpage](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

Through our Novato project, MFCA has demonstrated our capacity to quickly meet urgent housing needs. Our close working relationship with AFS allows us to identify and meet the immediate needs of youth aging out of foster care. Thus, we are uniquely qualified to affirmatively further fair housing. To date, 60% of the youth we have housed are people of color.

All projects funded by federal HUD programs must Affirmatively Further Fair Housing, as defined above.

How will this project Affirmatively Further Fair Housing? Describe what populations your plan would seek to engage with and what outreach methods you would utilize.

The proposed population who this building will serve are transition-age foster youth and young adults who grew up in the foster care system, as well as other low-income residents.

Describe any past community engagement activities for this project, and future plans for community engagement.

The youth living in this building will continue to work with their case managers through Alternate Family Services (AFS) on a weekly basis to ensure they are meeting milestones. Their case manager serves as a reliable and consistent support system, helping them find (and keep) a job, acquire transportation if desired, and teach them the living skills needed to be independent.

Marin Foster is adept at leveraging our many relationships with local businesses and professionals to provide in a timely manner everything from career coaching to orthodontic care to summer camp for Marin’s foster youth. This strong connection with our community also allows us to recruit skilled

volunteers, who, in the case of our TAY buildings, can provide everything from shopping assistance to beautification of the grounds and facilities.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed	6					6
2 bed						0
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	6	0	0	0	0	6

Notes or clarifying information on the unit count:

As described in our proposal, AFS supports our youth with their rent through the Non-Minor Dependent (NMD) housing program as well as their THP+ program. The rent will always be paid each month on time, given AFS is co-signing the lease and supporting our youth.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are the following numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	2	
Black/African American	1	
Asian		
American Indian/Alaskan Native		

	Total Number of Persons	Persons Identifying as Hispanic/Latino
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White	1	
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		2
TOTAL (Unduplicated)	4	2

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

0

Female-headed households

0

Households that include person(s) with a disability

0

Notes or clarifying information on demographics:

The purpose of this acquisition is to provide homes for transition-age foster youth when needed as well as low-income tenants. As with our Novato building, as units are vacated by current tenants, we will allocate them to transition-age youth. All units will remain low-income housing.

Project Planning

Select the current phase of the proposed project.

Planning

Select the activities involved in the proposed project.

Acquisition

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

Appraisal

Friday, November 15, 2024

Written Offer

Friday, November 15, 2024

Purchase Option Agreement Signed

Sunday, November 24, 2024

Inspections

Monday, December 16, 2024

Negotiations

Friday, November 22, 2024

Closing

Thursday, January 30, 2025

Notes on the project timeline above, including whether dates are estimated:

dates are not estimated.

For new construction and/or rehabilitation projects:

Describe any flexibility regarding your project's start/completion date.

Marin Foster Care went into contract on the property on November 24, 2024.

Our inspection contingencies were removed on December 13, 2024. Fundraising contingencies and all other contingencies were removed on December 27, 2024. We closed on January 30, 2025.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Marin Foster Care will purchase the building and Prandi Property Management (which manages our Novato building) will manage the building. The price of the building is \$2,165,000. The planned sources of the funds for purchasing include: \$250,000 allocated from MFCA's reserves; \$65,000 from private donors, requested support from the City of San Rafael, HOME and CDBG; a requested \$300,000 grant from the County of Marin; support from the Marin Community Foundation; and a \$1.0M 0% interest loan from a private donor. We will then fundraise specifically for this project to pay off the donor loans within 5 years. We will work in partnership with AFS to ensure that as each unit becomes available, it is occupied by low-income youth transitioning out of foster care (a priority population for homelessness prevention).

Does your project involve new construction?

No

Does your project involve rehabilitation?

No

Financing Plan

Describe all committed and anticipated jurisdiction contributions (fee waivers, grants, loans, land donation, etc.)

We have applied for a \$300,000 grant from Marin County. We expect it to be before the Board of Supervisors in February 2025

What is the status of all funding sources for the proposed project as of the date of this application?

Currently, we are in communication with Marin Community Foundation (MCF) to pursue promising opportunities for low-interest loans and grants via Donor Advised Funds. A loan from MCF is currently pending. We have applied for a \$300,000 grant from Marin County. Our senior staff, board, and advisory committee members are advocating with MFCA's major donors to secure grants and low-interest loans. We have also secured a \$1M 0% interest loan by a private donor to be paid back over 10 years.

What is the timing for and likelihood of obtaining commitments of anticipated funding sources?

We hope to know from the County of Marin by the end of February. In the meantime, we've secured a

\$700K bridge loan by a private donor at 0% interest while we wait to hear from the County and this application.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

We met with Marin Community Foundation (MCF) on December 17, 2024 to discuss a loan from them for part of the sale price. MCF has also committed to sharing our project and any funding gaps with their Donor Advised Funds who are passionate about housing, foster care, and homelessness. We are confident that these efforts will inspire one or more of their donors to invest in this project.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).










We based the budget off of real numbers the seller provided from the existing tenants but lowered the monthly rent per unit given we will be deed restricting the property as low income.

The expenses on the building have come directly from the seller and are consistent with our experience in Novato.

Attachments

Please closely review the [Notice of Funding Availability \(NOFA\)](#) for instructions on which documents you must attach. Both the County and the City of San Rafael requires specific attachments for each funding type (HTF/PLHA, HOME, CDBG Housing, and San Rafael AHTP).

Please label your attachments in this manner: “2025-26 [Document Name] for [Organization Name]- [Project Name].”

 2025-2026 BoardofDirectors_MarinFo... .pdf	 2025-2026 Current Year Operating Bu... .pdf
 2025-2026 FEMA Map_MarinFosterCa... .pdf	 2025-2026 FinancialStatement2022_... .pdf
 2025-2026 FinancialStatement2023_... .pdf	 2025-2026 FinancialStatement2024_... .pdf
 2025-2026 IRSDeterminationLetter_M... .pdf	 2025-2026 Proforma_MarinFosterCar... .xlsx
 2025-2026 Purchase Agreement_Mari... .pdf	

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Ashley Hurd

Title of Person Completing this Application

Executive Director

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

DEVELOPMENT COSTS

Development Costs by Line Item	Total Cost	Cost/Unit	Cost/Sq Ft
Acquisition Costs			
Land		0	0.00
Existing Structures *	2,165,000	360,833	518.44
Subtotal	2,165,000	360,833	518.44
Site Improvements			
Off Site Infrastructure *		0	0.00
On Site Infrastructure *		0	0.00
Demolition*		0	0.00
Subtotal	0	0	0.00
Construction			
Building Permit Fees *		0	0.00
Tap Fees *		0	0.00
Construction / Rehabilitation *		0	0.00
Landscaping *		0	0.00
Contingency *		0	0.00
Other (please specify) *		0	0.00
Subtotal	0	0	0.00
Professional Fees			
Architect Fees		0	0.00
Engineering Fees		0	0.00
Real Estate Attorney Fees	0	0	0.00
Soils Tests		0	0.00
Surveys		0	0.00
Green Planning and Design Fees		0	0.00
Other (please specify)		0	0.00
Subtotal	0	0	0.00
Construction Finance			
Construction Insurance		0	0.00
Construction Loan Orig. Fee		0	0.00
Construction Interest		0	0.00
Attorney Fees		0	0.00
Title and Recording		0	0.00
Other (please specify)		0	0.00
Subtotal	0	0	0.00
Permanent Finance & Syndication			
Loan Fees & Expenses		0	0.00
LIHTC Fees		0	0.00
Attorney Fees		0	0.00
Title and Recording		0	0.00
Other (please specify)		0	0.00
Subtotal	0	0	0.00
Soft Costs			
Appraisals & Market Study		0	0.00
Environmental Reports		0	0.00
Capital Needs Assessment		0	0.00
Temporary Relocation		0	0.00
Permanent Relocation		0	0.00
Marketing		0	0.00
Soft Cost Contingency		0	0.00
Other (please specify)		0	0.00
Subtotal	0	0	0.00
Developer Fee / Profit			
Developer's Fee		0	0.00
Consultants		0	0.00
Administration Fee		0	0.00
Subtotal (ie - maximum developer fee)	0	0	0.00
Reserves			
Operating Reserve		0	0.00
Debt Service Reserve		0	0.00
Lease-up Reserve		0	0.00
Replacement Reserve		0	0.00
Other (please specify)		0	0.00
Subtotal	0	0	0.00
Total Development Expenses	\$2,165,000	\$360,833	\$518

Project Name:	158 Park Street
Date of Model Version	12/19/2024
Property Summary (From Operating Budget Worksheet)	
Total Square Footage in Units	4,176
Non Living Square Footage	0
Total Project Square Footage	4,176
Number of Units	6

Development Costs Summary		% of Total Expenses
Hard Cost Per Unit	\$360,833.33	100.0%
Land Cost Per Unit	\$0.00	0.0%
Soft Cost Per Unit	\$0.00	0.0%
Hard Cost Per Square Foot	\$518.44	
Soft Cost Per Square Foot	\$0.00	

Line Items marked with a * are included in hard cost evaluation.

Additional Metrics	
Developer Fee/Profit % of Total Budget (excluding Dev. Fee, reserves and acquisition)	
Months of debt & expense reserves	0.0
Contingency % of Total Construction Expenses	
Total HOME Eligible Expenses	\$2,165,000

CAPITAL SOURCES

Project Name: 158 Park Street
Date of Model Version 12/19/2024

SOURCES OF FUNDS					
Hard Debt					
	Source	Principal	Type of Loan	Interest Rate	Term (Years)
First Mortgage	Private loan (MFCA donor)	1,000,000	Tax-Exempt	0.000%	10
Second Mortgage	Marin Community Foundation Loan	300,000	Tax-Exempt	4.000%	5
Third Mortgage					
Government Grants and Soft Debt					
	Source	Amount	Amount Per Unit		
	County of Marin	300,000	50,000		
	City of San Rafael	250,000	41,667		
			0		
Other Grants (Non-Governmental)					
	Source	Amount	Amount Per Unit		
	Donors	65,000	10,833		
			0		
			0		
			0		
Tax Credit Equity					
	Source	Amount	Amount Per Unit		
	9% LIHTC Proceeds		0		
	4% LIHTC Proceeds		0		
	Historic Tax Credits		0		
Other Equity					
	Source	Amount	Amount Per Unit	Amount Kept Upfront	
	Deferred Developer Fee		0	0	
	Owner Equity		0		
	MFCA Savings	250,000	41,667		
			0		
Total Sources		\$2,165,000			
Total Development Costs		\$2,165,000			
Gap (Surplus)		\$0			

Capital Sources Summary		
	Total	% of Total
Conventional (C)	0	0%
Tax Exempt (T)	1,300,000	60%
Federal Financing (F)	0	0%
Tax Credits	0	0%
Government Grants	550,000	25%
Other Grants	65,000	3%
Other Equity	250,000	12%
GAP	0	0%
Total Sources	2,165,000	100%

Debt Service Summary		
	Annual Payment	Debt Coverate Ratio
First Mortgage	(\$100,000)	1.09
Second Mortgage	(\$66,299)	0.66
Third Mortgage	\$0	0.66
Total Debt Service	(\$166,299)	
Property Debt Coverage Ratio		0.66
Break Even Point (BEP)	131.2%	

Maximum Debt Service Calculator	
Lender Minimum Debt Coverage Ratio	1.15
Maximum Debt Service	(\$95,016)

Mortgage Principal Quick Calculator	
Appraised Value	
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$0
OR	
Net Operating Income (NOI)	\$109,269
Capitalization Rate	6%
Value at Cap Rate	\$1,871,038
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$1,216,175

SOURCES AND USES BUDGET

Project Name: 158 Park Street
Date of Model Version 12/19/2024

Project Activities	Total Project Cost	Funds Requested	Total Other Funds	Source	Status
Acquisition Costs	\$2,165,000		\$2,165,000		
Site Improvements	\$0		\$0		
Construction	\$0		\$0		
Professional Fees	\$0		\$0		
Construction Finance	\$0		\$0		
Permanent Finance and Syndication	\$0		\$0		
Soft Costs	\$0		\$0		
Developer Fee / Profit	\$0		\$0		
Reserves	\$0		\$0		
Totals Costs from Project Costs cells above	\$2,165,000	\$0	\$2,165,000		
Total Costs from Development Costs Worksheet (to Check)	\$2,165,000				
Total Funds (Requested + Other)	\$2,165,000				
Gap (Surplus)	\$0				

National Flood Hazard Layer FIRMette

122°31'4"W 37°58'43"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- Area of Minimal Flood Hazard *Zone X*
- Effective LOMR
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

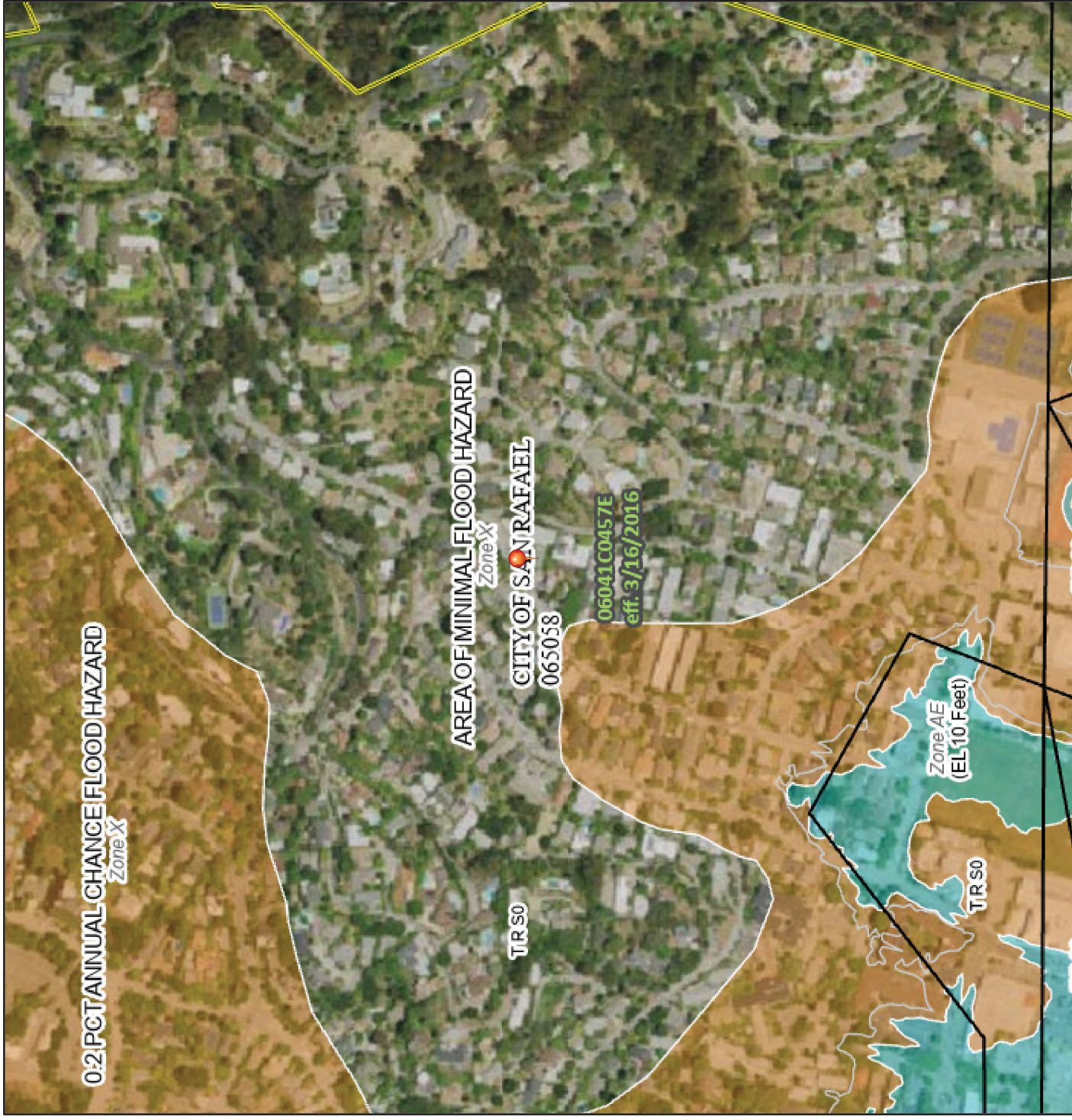
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/23/2025 at 4:04 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Marin Foster Care Association

Profit and Loss

January - December 2022

	TOTAL
Income	
40000 INCOME	
41000 DEVELOPMENT INCOME	
41100 Donations	182,359.61
41110 Cash Back Fundraising	232.48
41130 Monthly Program Sponsorships	12,417.42
41140 Annual Report (February)	611.03
41150 Holiday Appeals	99,961.88
41151 Holiday Card Appeal	0.00
Total 41150 Holiday Appeals	99,961.88
41190 Company Match	1,153.00
Total 41100 Donations	296,735.42
41200 Fundraising Events	
41210 Spring Event (-athon)	22,360.66
41230 Blues & Brews	310,219.83
Total 41200 Fundraising Events	332,580.49
41300 Grants-Unrestricted	25,900.00
41400 Directed Support and Grants	66,600.00
41430 CRC Program Donations	1,008.24
41440 Education Donations	
41468 Caregiver Training	546.29
Total 41440 Education Donations	546.29
41460 Community Event Donations	
41463 Picnic	1,500.00
41465 Holiday Party	3,506.00
41467 Food	905.71
Total 41460 Community Event Donations	5,911.71
41480 Directed Donation - Teen Life Coaching Program	43,412.28
Total 41400 Directed Support and Grants	117,478.52
Total 41000 DEVELOPMENT INCOME	772,694.43
43000 Other Income	1.00
Total 40000 INCOME	772,695.43
Total Income	\$772,695.43
GROSS PROFIT	\$772,695.43

Marin Foster Care Association

Profit and Loss

January - December 2022

	TOTAL
Expenses	
50000 EXPENSES	1,059.23
51000 PROGRAM EXPENSES	136.75
51100 Community Resource Center	200.00
51120 Rent	36,421.92
51140 Telephone	1,927.39
51160 CRC Inventory Expense	4,198.57
Total 51100 Community Resource Center	42,747.88
51200 Education	
51220 Supplies/Materials/Food	636.00
51450 Caregiver Training	414.68
Total 51200 Education	1,050.68
51300 Opportunity Fund	29,944.58
51310 Opportunity Fund Awards	6,410.81
51311 Education & Enrichment Awards	315.00
51313 Teen Awards	5,038.98
51314 Sports Awards	1,453.47
51316 Health & Wellness Awards	1,736.00
Total 51310 Opportunity Fund Awards	14,954.26
51320 Opportunity Fund Expenses	125.00
Total 51300 Opportunity Fund	45,023.84
51400 Community Events	
51410 Appreciation Social	3,080.03
51430 Picnic	5,943.31
51440 Holiday Party	6,006.41
Total 51400 Community Events	15,029.75
51500 Advocacy/Communications	
51520 Printing & Reproduction	731.82
51530 Postage & Delivery	1,167.13
51540 Website	127.70
51570 Advertising/Campaign	16,518.61
Total 51500 Advocacy/Communications	18,545.26
51600 Other Programs	
51460 Caregiver Support	58,927.06
51640 Holiday Gifts	2,036.60
51650 Say "Yes" Fund	60,425.83
51660 Summer Adventure	12,953.37
51670 Teen Coaching Program	20,210.00
51680 Contra Costa Expenses	16,016.79
Total 51600 Other Programs	170,569.65
Total 51000 PROGRAM EXPENSES	293,103.81

Marin Foster Care Association

Profit and Loss

January - December 2022

	TOTAL
52000 STAFFING	25.00
52200 Other Administrative Staff	95,531.29
52250 Payroll Tax Expense	7,574.33
52300 Contractors	42,830.00
52400 Staff & Volunteer Appreciation	1,096.17
52600 Mileage	1,939.62
Total 52000 STAFFING	148,996.41
53000 DEVELOPMENT EXPENSES	1,080.00
53100 Campaigns	
53110 Back to School Printing	61.41
53130 Annual Report Printing	834.44
53140 Annual Report Postage	780.48
53180 Marketing	19,380.34
Total 53100 Campaigns	21,056.67
53200 Fundraising Events	
53210 Spring Event (-athon)	3,310.46
53220 Other Fundraising Event	109.36
53230 Blues & Brew Expense	56,227.52
53240 Spring Major Donor Event	97.11
Total 53200 Fundraising Events	59,744.45
53400 Grant Writer	12,600.00
Total 53000 DEVELOPMENT EXPENSES	94,481.12
54000 ADMINISTRATIVE EXPENSES	3,115.95
54100 Insurance	4,800.74
54110 Liability Insurance	1,168.00
54130 Workers Compensation	500.00
Total 54100 Insurance	6,468.74
54200 Dues & Subscriptions	4,591.36
54400 Meeting Expenses	2,896.61
54500 Office Supplies	1,629.66
54800 Accounting/Bookkeeping/Tax Return	182.80
Total 54000 ADMINISTRATIVE EXPENSES	18,885.12
55000 Other Expenses	33.74
55100 Account Reconciliation	0.48
Total 55000 Other Expenses	34.22
Total 50000 EXPENSES	556,559.91
Meeting Expenses	736.59
Total Expenses	\$557,296.50
NET OPERATING INCOME	\$215,398.93
NET INCOME	\$215,398.93

Marin Foster Care Association

Balance Sheet

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Bank of Marin Checking 322904	686,007.18
11000 Bank of Marin Money Market 033618	20,004.07
11100 Union Bank Business Money Market-0388	0.00
11200 Union Bank Business Tiered Interest Checking-1108	0.00
In Kind Clearing	0.00
Total Bank Accounts	\$706,011.25
Accounts Receivable	
12000 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
13000 Undeposited Funds	0.00
15000 Uncategorized Asset	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$706,011.25
Other Assets	
16000 CRC Security Deposits	1,900.00
Total Other Assets	\$1,900.00
TOTAL ASSETS	\$707,911.25
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Amazon Business	0.00
Amazon Credit Card	849.13
Total Credit Cards	\$849.13
Total Current Liabilities	\$849.13
Total Liabilities	\$849.13
Equity	
17000 Retained Earnings	477,277.99
30000 Opening Bal Equity	14,385.20
Net Income	215,398.93
Total Equity	\$707,062.12
TOTAL LIABILITIES AND EQUITY	\$707,911.25

Marin Foster Care Association

Profit and Loss

January - December 2023

	TOTAL
Income	
40000 INCOME	
41000 DEVELOPMENT INCOME	
41100 Donations	82,350.90
41111 Gift of h tocB Donation	135,922
411k0 MontFug Prol ram hyonsorsFiys	,31289.
41140 AnnSaup eyort 7Re(rSargb	13,090
411,0) oidag Ayyeas	813289.
411,8 CasF Donations for) oidag 6 ifts	, . . 941
Totau411,0) oidag Ayyeas	8834295H
411H0 Race(ooBRSndraiser	,0090
41150 Comyang MatcF	.348.9kH
Totau41100 Donations	k88351194
41800 RSndraisinl Events	
41810 hyrinl Event 7atFonb	1232H09.
418k0 & t Ses w & reGs	kk53 H89 H
41840 hyrinl 6 arden Partg	1032k92
Totau41800 RSndraisinl Events	k. 53k8H01
41k00 6 rants-Unrestricted	k5348090
41400 Directed h Syyort and 6 rants	H. 8350090
414.0 CommSnitg Event Donations	
414.k Picnic	1300090
Totau414.0 CommSnitg Event Donations	1300090
Totau41400 Directed h Syyort and 6 rants	H k350090
Totau41000 DEVELOPMENT INCOME	1315,3,294,
4k000 OtFer Income	59k
4k100 Interest Earned - Rideuitg	.312904
4k800 p evenSe - Ayartment & Siudinl	k35109H
Totau4k000 OtFer Income	103 5292
Totau40000 INCOME	13 0. 3, . 9 k
Non Profit Income	534, k91
TotauIncome	\$13 1, 3-059 4
6 pOhh PpORIT	\$13 1, 3-059 4

Marin Foster Care Association

Profit and Loss

January - December 2023

	TOTAL
Exyenses	
, 0000 EXPENh Eh	, 0290
, 1000 Pp O6 p AM EXPENh Eh	
, 1100 CommSnitg p esoSrce Center	131k19H
, 1180 pent	, 835. 94
, 11k0 Utiities	83149H
, 1140 TeyFone	831, 92
, 11. 0 CpC Inventorg Exyense	113k5. 9 2
, 11. 1 CasF Distri(Stion 76 lift Cardsb	419 8
Totau, 11. 0 CpC Inventorg Exyense	113k290
, 11H0 p eyairs w Maintenance	44. 9k1
, 1120 CpC hecSritg	4. H9 .
Totau, 1100 CommSnitg p esoSrce Center	H131. 9H
, 1800 EdScation	
, 14, 0 Carel iver Traininl	k24, 915
Totau, 1800 EdScation	k24, 915
, 1k00 OyyortSnitg RSnd	842k29,
, 1k10 OyyortSnitg RSnd AGards	
, 1k1k Teen AGards	249 k
Totau, 1k10 OyyortSnitg RSnd AGards	249 k
, 1k80 OyyortSnitg RSnd Exyenses	103k8920
Totau, 1k00 OyyortSnitg RSnd	k, 3k, . 9k2
, 1400 CommSnitg Events	k, . 911
, 1410 Ayyreciation hociiau	H28942
, 14k0 Picnic	H05, 9 8
, 1440) oidag Partg	, 3k49k
, 14H0 OtFer CommSnitg Event	13 . . 94H
Totau, 1400 CommSnitg Events	1, 3k, 911
, 1, 00 Advocacg/CommSnications	k231. 91H
, 1, 80 Printinl w peyrodSction	4H, 9.
, 1, k0 Postal e w Deüverg	5H89 H
, 1, 40 We(site	4, . 900
, 1, , 0 Partner hSyyort/Advocacg	k83009k
, 1, H0 Advertisinl /Camyail n	-, k49H

Marin Foster Care Association

Profit and Loss

January - December 2023

	TOTAL
Totau, 1, 00 Advocacy/Communications	1132.9.
, 1. 00 OtFer Prol rams	
, 14. 0 Carel iver hSyyort	253k09H
, 1. k0 &acBto hcFoou	8kH2
, 1. 40) oudag 6 ifts	1032219H
, 1. , 0 hag "Yes" RSnd	, 35. 9H
, 1. . 0 hSmmer AdventSre	8. 31, 09 8
, 1. . , Car 6 rant Prol ram	430090
, 1. H0 Teen CoacFinl Prol ram	k315k90
, 1. H, Emerl encg) ome htiyend	, 43, 090
, 1. 20 Contra Costa Exyenses	113k. 9,
, 1. 5, RIT TFerayg Prol ram	113 k, 9.
Totau, 1. 00 OtFer Prol rams	81H3 209 ,
, . 000 Novato Ayartment &Sidinl Exyenses	
, . 001 Novato Ayartment &Sidinl Exyenses - InsSrance	1. 3-0090
, . 008 Novato Ayartment &Sidinl Exyenses - peyairs and Maintenance	H3 H-H
, . 00k Novato Ayartment &Sidinl Exyenses - Misc Exyense	13 . 19.
Totau, . 000 Novato Ayartment &Sidinl Exyenses	8. 30k59 k
Totau, 1000 PpO6 pAM EXPENh Eh	4403 , 5955
, 8000 hTARRIN6	, 190
, 8800 OtFer Administrative htaff	8013 8H-H
, 88, 0 PagrouTax Exyense	4k3k0. 9H
, 8k00 Contractors	143H1491
, 8400 htaff w VouSnteer Ayyreciation	132, , 9 1
, 8, 00 htaff) eatiFcare	-454928
, 8. 00 Miuel e	8. 49H
Totau, 8000 hTARRIN6	8. 13k8, 952
, k000 DEVELOPMENT EXPENh Eh	
, k100 Camyail ns	
, k1k0 AnnSaupeyort Printinl	H0295k
, k140 AnnSaupeyort Postal e	. 0090
, k1, 0 AnnSauAyyeauPrintinl	k, 090
, k120 MarBetinl	H3H 9 .
Totau, k100 Camyail ns	53k, 945
, k800 RSndraisinl Events	1314, 90
, k810 hyrinl Event 7-atFonb	83 2k9H
, k8k0 &uSes w &reG Exyense	10, 314198
, k840 hyrinl Major Donor Event	23289 1
Totau, k800 RSndraisinl Events	11H2, 1950
, k400 6 rant Writer	8, 31. 190
Totau, k000 DEVELOPMENT EXPENh Eh	1, 831429k5

Marin Foster Care Association

Profit and Loss

January - December 2023

	TOTAL
, 4000 ADMINIhTp ATIVE EXPENhEh	
, 4100 InsSrance	
, 4110 Lia(iutg InsSrance	1348590
, 4180 Directors w Officers Ins	13 2k90
Totau, 4100 InsSrance	k301890
, 4800 DSes w hS(scriptions	, 312. 924
, 4k00 &anBhervice CFarl es	85H9 8
, 4400 Meetinl Exyenses	. 3 049k5
, 4, 00 Office hSyyües	k3144901
, 4. 00 Licenses w Permits	8324, 91k
, 4500 &oard Traininl	2, 090
Totau, 4000 ADMINIhTp ATIVE EXPENhEh	8132k595
, , 000 OtFer Exyenses	
, , 100 AccoSnt p econciuation p econciuation Discreyancies	1305. 92
Totau, , 100 AccoSnt p econciuation	1305. 92
Totau, , 000 OtFer Exyenses	1305. 92
Totau, 0000 EXPENhEh	2H31H29 k
TotauExyenses	\$2H31H29 k
NET OPEp ATIN6 INCOME	\$. k233k051
NET INCOME	\$. k233k051

Marin Foster Care Association

Balance Sheet

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Bank of Marin Checking 322904	128,024.44
11000 Bank of Marin Money Market 033618	0.00
11100 Union Bank Business Money Market-0388	0.00
11200 Union Bank Business Tiered Interest Checking-1108	0.00
11300 Fidelity	802,973.92
11400 Paypal	9,049.16
11500 Venmo	250.00
In Kind Clearing	0.00
Total Bank Accounts	\$940,297.52
Accounts Receivable	
12000 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
13000 Undeposited Funds	0.00
15000 Uncategorized Asset	0.00
18000 Fidelity Investment Account	0.00
19000 Prepaid Expenses	941.22
Total Other Current Assets	\$941.22
Total Current Assets	\$941,238.74
Fixed Assets	
Novato Apartment Building	1,902,456.07
Total Fixed Assets	\$1,902,456.07
Other Assets	
16000 CRC Security Deposits	1,900.00
Total Other Assets	\$1,900.00
TOTAL ASSETS	\$2,845,594.81
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Amazon Business	0.00
Amazon Credit Card	301.78
Total Credit Cards	\$301.78
Total Current Liabilities	\$301.78

Marin Foster Care Association

Balance Sheet

As of December 31, 2023

	TOTAL
Long-Term Liabilities	
Silicon Valley Community Foundation Loan	1,500,000.00
Total Long-Term Liabilities	\$1,500,000.00
Total Liabilities	\$1,500,301.78
Equity	
17000 Retained Earnings	692,676.92
30000 Opening Bal Equity	14,385.20
Net Income	638,230.91
Total Equity	\$1,345,293.03
TOTAL LIABILITIES AND EQUITY	\$2,845,594.81

Company name: Marin Foster Care Association

Budget name: Budget_FY25_P&L

Budget type: Profit and loss

Period: FY 2025 (Jan 2025 - Dec 2025)

Consolidated

Accounts	Budget totals
41100 Donations	\$375000.00
41111 Gift of Stock Donation	\$10000.00
41120 Annual Appeal (November)	\$0.00
41130 Monthly Program Sponsorships	\$5000.00
41132 In Kind Campaigns	\$31250.00
41140 Annual Report (February)	\$4375.00
41150 Holiday Appeals	\$50000.00
Total 41150 Holiday Appeals	\$50000.00
41160 Back2School Appeal (August)	\$1000.00
41170 Facebook Fundraiser	\$7500.00
41190 Company Match	\$7000.00
Total 41100 Donations	\$491125.00
41210 Spring Event (-athon)	\$20000.00
41230 Blues & Brews	\$400000.00
41240 Spring Fundraising Event	\$50000.00
Total 41200 Fundraising Events	\$470000.00
41300 Grants-Unrestricted	\$40000.00
Total 41300 Grants-Unrestricted	\$40000.00
41400 Directed Support and Grants	\$125000.00
41420 County Grant - Ad Campaign	\$10000.00
41437 FITT	\$1500.00
Total 41430 CRC Program Donations	\$1500.00
Total 41440 Education Donations	\$0.00
41463 Picnic	\$500.00
41465 Holiday Party	\$500.00
Total 41460 Community Event Donations	\$1000.00
Total 41470 Other Restricted Grants	\$0.00
41480 Directed Donation - Teen Life Coaching Program	\$10000.00
41490 Directed Donation - Novato Apartment Building	\$100000.00
Total 41400 Directed Support and Grants	\$247500.00
Total 41000 DEVELOPMENT INCOME	\$1248625.00
43100 Interest Earned - Fidelity	\$25000.00
43200 Revenue - Apartment Building	\$150000.00
Total 43000 Other Income	\$175000.00
Total 40000 INCOME	\$1423625.00
Total Income	\$1423625.00
51120 Rent	\$54000.00
51130 Utilities	\$1500.00
51140 Telephone	\$3000.00
51150 Staffing	\$100.00
51160 CRC Inventory Expense	\$6000.00
51161 Cash Distribution (Gift Cards)	\$400.00
51162 Inventory Distribution (in kind)	\$25000.00
51163 Volunteer Stipend (Safeway GC)	\$1000.00
Total 51160 CRC Inventory Expense	\$32400.00
51170 Repairs & Maintenance	\$150.00
51180 CRC Security	\$1500.00
Total 51100 Community Resource Center	\$92650.00
51220 Supplies/Materials/Food	\$2500.00
51450 Caregiver Training	\$3500.00
Total 51200 Education	\$6000.00

Accounts	Budget totals
51230 Adoption Program	\$10000.00
51300 Opportunity Fund	\$50000.00
Total 51310 Opportunity Fund Awards	\$0.00
Total 51300 Opportunity Fund	\$50000.00
51410 Appreciation Social	\$5000.00
51430 Picnic	\$7000.00
51440 Holiday Party	\$5000.00
51470 Other Community Event	\$8000.00
Total 51400 Community Events	\$25000.00
51510 Newsletter	\$200.00
51520 Printing & Reproduction	\$1500.00
51530 Postage & Delivery	\$1000.00
51540 Website	\$2500.00
51550 Partner Support/Advocacy	\$51000.00
51570 Advertising/Campaign	\$25000.00
Total 51500 Advocacy/Communications	\$81200.00
51460 Caregiver Support	\$65000.00
51461 Housing Support	\$35000.00
51610 Apartment - Debt Service	\$200000.00
51650 Say "Yes" Fund	\$15000.00
51660 Summer Adventure	\$22000.00
51665 Car Grant Program	\$6000.00
51670 Teen Coaching Program	\$10000.00
51675 Emergency Home Stipend	\$55000.00
51690 County Partner Support	\$15000.00
51695 FIT Therapy Program	\$92000.00
Total 51600 Other Programs	\$515000.00
56002 Novato Apartment Building Expenses - Repairs and Maintenance	\$15000.00
56003 Novato Apartment Building Expenses - Misc Expense	\$26000.00
56004 Novato Apartment Building Expenses - Management Fees	\$15000.00
56005 Novato Apartment Building Expenses - Utilities	\$7000.00
Total 56000 Novato Apartment Building Expenses	\$63000.00
Total 57000 166 Park Street Building Expenses	\$0.00
Total 51000 PROGRAM EXPENSES	\$842850.00
52000 STAFFING	\$340000.00
52400 Staff & Volunteer Appreciation	\$5000.00
Total 52000 STAFFING	\$345000.00
53100 Campaigns	\$250.00
53110 Back to School Printing	\$250.00
53120 Back to School Postage	\$250.00
53130 Annual Report Printing	\$2000.00
53140 Annual Report Postage	\$1500.00
53150 Annual Appeal Printing	\$1000.00
53160 Annual Appeal Postage	\$250.00
53170 Giving Tuesday Expenses	\$50.00
53180 Marketing	\$20000.00
Total 53100 Campaigns	\$25550.00
53210 Spring Event (-athon)	\$6000.00
53220 Other Fundraising Event	\$2000.00
53230 Blues & Brew Expense	\$90000.00
53240 Spring Major Donor Event	\$20000.00
53250 Merchant Service Fee	\$20000.00
Total 53200 Fundraising Events	\$138000.00
53300 Credit Card Processing	\$200.00
53400 Grant Writer	\$35000.00
53500 Donor Thank You Gifts	\$2500.00

Accounts	Budget totals
Total 53000 DEVELOPMENT EXPENSES	\$201250.00
54110 Liability Insurance	\$2500.00
54120 Directors & Officers Ins	\$2000.00
54130 Workers Compensation	\$2000.00
Total 54100 Insurance	\$6500.00
54200 Dues & Subscriptions	\$4500.00
Total 54200 Dues & Subscriptions	\$4500.00
54400 Meeting Expenses	\$5000.00
54500 Office Supplies	\$2000.00
54600 Licenses & Permits	\$200.00
54800 Accounting/Bookkeeping/Tax Return	\$12500.00
54900 Board Training	\$1000.00
Total 54000 ADMINISTRATIVE EXPENSES	\$31700.00
Total 55100 Account Reconciliation	\$0.00
Total 55000 Other Expenses	\$0.00
Total 50000 EXPENSES	\$1420800.00
Total Expense	\$1420800.00
Total Other Expense	\$0.00
Total Net Income	\$2825.00

Friday, January 24, 2025 at 4:43 PM PST

Marin Foster Care Association

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Bank of Marin Checking 322904	54,332.11
11000 Bank of Marin Money Market 033618	0.00
11100 Union Bank Business Money Market-0388	0.00
11110 Bank of Marin - Novato Building	3,915.26
11200 Union Bank Business Tiered Interest Checking-1108	0.00
11300 Fidelity	1,291,070.12
11400 Paypal	500.00
11500 Venmo	0.00
15500 Rent Collected Hold Account	500.00
In Kind Clearing	0.00
Total Bank Accounts	\$1,350,317.49
Accounts Receivable	
12000 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
13000 Undeposited Funds	0.00
15000 Uncategorized Asset	0.00
18000 Fidelity Investment Account	0.00
19000 Prepaid Expenses	0.00
23000 Tenants Security Deposits Held in Escrow	9,120.00
Total Other Current Assets	\$9,120.00
Total Current Assets	\$1,359,437.49
Fixed Assets	
166 Park Street Building	66,000.00
Novato Apartment Building	1,902,456.07
Total Fixed Assets	\$1,968,456.07
Other Assets	
16000 CRC Security Deposits	1,900.00
Total Other Assets	\$1,900.00
TOTAL ASSETS	\$3,329,793.56

Marin Foster Care Association

Balance Sheet

As of December 31, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Amazon Business	0.00
Amazon Credit Card	266.48
Total Credit Cards	\$266.48
Total Current Liabilities	\$266.48
Long-Term Liabilities	
Silicon Valley Community Foundation Loan	1,500,000.00
Total Long-Term Liabilities	\$1,500,000.00
Total Liabilities	\$1,500,266.48
Equity	
17000 Retained Earnings	1,330,907.83
30000 Opening Bal Equity	14,385.20
Net Income	484,234.05
Total Equity	\$1,829,527.08
TOTAL LIABILITIES AND EQUITY	\$3,329,793.56

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

OCT 14 2015

MARIN FOSTER CARE ASSOCIATION
4280 REDWOOD HIGHWAY SUITE 1B
SAN RAFAEL, CA 94903-0000

Employer Identification Number:
47-5237365
DLN:
26053681001565
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 23, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

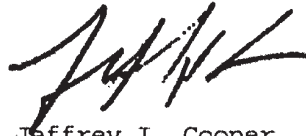
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

MARIN FOSTER CARE ASSOCIATION

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized with a large, sweeping initial "J" and a long horizontal stroke at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Marin Foster Care Association Board of Directors, Advisory Board, and Staff

First Name	Last Name	Affiliation	Position	Demographic Information
Board of Directors				
Linda	Gregory	Foster Parent		Caucasian
Tiffany	Fetterman	Community Member		Caucasian
Kelsey	Harstad	Community Member	Treasurer	Caucasian
Carolyn	Flannery	Community Member/FoF		Caucasian
Anna	Benitez	Foster Parent/Emergency Home		Hispanic/Latinx
Joe	Devine	Foster Parent/Emergency Home		Caucasian
Peggy	Dollaghan	Foster Parent	Secretary, Opportunity Project Committee	Caucasian
Sara	Edrington	Community Member	FITT (Therapy Program)	Caucasian
Cammie	Rolle	Community Member		Caucasian
Kip	Rolle	Community Member		Caucasian
Gustavo	Vidalon	Foster Parent		Hispanic/Latinx
Beth	Van Slyke	Community Member		Caucasian
KK	Sample	Community Member/FoF		Caucasian
Paige	Martin	Fost/Adopt Parent	Vice-President	Caucasian
Devorah	Freudiger	Fost/Adopt Parent	President	Caucasian
Community Partners				
Patty	Cala	AFS/COM		Caucasian
JP	Mavredakis	CFS	Resource Family Liasion	Caucasian
Leslie	Fields	CFS	CFS Liaison	Asian Pacific Islander
Daniela	Bravo	TLC	TLC Liaison	Hispanic/Latinx
Advisory Board				
Jason	Scutt	Community Supporter		
Annette	Venables	Foster Parent	President Emeritus	Caucasian
Staff				
Ashley	Hurd	Foster Parent	Executive Director/Past Board President	Caucasian
Leigh Ann	Stiker	CASA	Resource Center Community Engagement	Asian Pacific Islander
Amanda	Milholland	Foster Parent	Resource Family Outreach Coordinator	Caucasian
Joanna	Stott	Marketing and Events	Administration	Caucasian
Tshidi	Mathalisse	Therapist	FITT (Therapy Program)	Black
Lina	Fancy	Therapist	FITT (Therapy Program)	Unreported
Sasha	McGowan	Therapist	FITT (Therapy Program)	Caucasian

STANDARD COMMERCIAL/INVESTMENT PURCHASE AGREEMENT - California (Non-Residential or More Than Four Residential Units)

DEFINITIONS

BROKER includes cooperating broker and all sales persons. DAYS means calendar days, midnight to midnight, unless otherwise specified. BUSINESS DAY excludes Saturdays, Sundays and legal holidays. DATE OF ACCEPTANCE means the date Seller accepts the offer or the Buyer accepts the counter offer, and the written acceptance is put in the course of transmission to the other party. This rule also applies to the removal of contingencies. DELIVERED means personally delivered, transmitted electronically in accordance with applicable laws, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if electronically at the time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. DATE OF CLOSING means the date title is transferred. TERMINATING THE AGREEMENT means that both parties are relieved of their obligations and all deposits will be returned to Buyer. PROPERTY means the real property and any personal property included in the sale.

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: CBRE is the agent of (check one): (Print Firm Name)

the Seller exclusively; or both the Buyer and the Seller.

SELLING AGENT: Keegan & Coppin Co., Inc. (if not the same as the Listing Agent) is the agent of (check one): (Print Firm Name)

the Buyer exclusively; or the Seller exclusively; or both the Buyer and the Seller.

Note: This confirmation DOES NOT take the place of the required AGENCY DISCLOSURE form.

Marin Foster Care Housing, LLC hereinafter designated as BUYER, offers to purchase

the real property commonly known as

166 Park Street San Rafael, CA 94901 014-032-19 (Street Address) (City/State/Zip) (Parcel #)

FOR THE PURCHASE PRICE OF \$2,200,000.00 (Two Million Two Hundred Thousand and 00/100 dollars) on the following terms and conditions:

1. FINANCING TERMS AND LOAN PROVISIONS. (Buyer represents that the funds required for the initial deposit, additional deposit, cash balance, and closing costs are readily available.)

A. \$22,000.00 DEPOSIT evidenced by check, or other: held uncashed until acceptance and not later than three (3) business days thereafter deposited towards the purchase price with: WFG National Title Insurance Company

B. \$44,000.00 ADDITIONAL CASH DEPOSIT to be placed in escrow within days after acceptance, Other: Upon removal of all contingencies

C. \$2,134,000.00 BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ NEW FIRST LOAN: FIXED RATE: For years, interest not to exceed %, payable at approximately \$ per month (principal and interest only), with the balance due in not less than years. ARM: For years, initial interest rate not to exceed %, with initial monthly payments of \$ and maximum lifetime rate not to exceed %. Buyer will pay loan fee or points not to exceed. Lender to appraise property at no less than purchase price prior to loan contingency removal. OTHER TERMS:

E. \$ EXISTING FINANCING: ASSUMPTION OF, SUBJECT TO existing loan of record described as follows:

F. \$ SELLER FINANCING: FIRST LOAN, SECOND LOAN, THIRD LOAN, secured by the property. Seller Financing Addendum, P.P. Form 131.1-3 CAL, is attached and made a part of this Agreement.

G. \$ OTHER FINANCING TERMS:

H. \$2,200,000.00 TOTAL PURCHASE PRICE (not including closing costs).

Buyer [initial] and Seller [] have read this page.

Property Address 166 Park Street, San Rafael, CA 94901

2. LOAN APPROVAL. (Please check one of the following):

A. **CONTRACT IS NOT CONTINGENT** upon Buyer obtaining a loan.

B. **CONTRACT IS CONTINGENT** upon Buyer's ability to obtain a commitment for new financing, as set forth above, from a lender or mortgage broker of Buyer's choice, and/or consent to assumption of existing financing provided for in this Agreement, **within 45 days after acceptance.** Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete and submit a loan application **within five (5) days after acceptance.** Buyer will, will not provide a prequalification letter, or preapproval letter from lender or mortgage broker based on Buyer's application and credit report **within _____ days after acceptance.** In the event a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate this Agreement.

3. BONDS AND ASSESSMENTS. All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS: None _____.

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid **within ten (10) or _____ days after receipt** of the preliminary title report or property tax bill whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.

4. PROPERTY TAX. Within three (3) or _____ days after acceptance, Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessor's office. **Within five (5) days after receipt** of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.

5. EXISTING LOANS. Seller will, **within three (3) days after acceptance,** provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. **Within five (5) days after receipt** Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. **Within three (3) days after acceptance,** Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clauses.

6. DESTRUCTION OF IMPROVEMENTS. If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all unused deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.

7. EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject to," Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any. **Within three (3) or _____ days after acceptance,** Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. **Within five (5) or _____ days after receipt,** Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense **before close of escrow.** If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will so notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.

8. EVIDENCE OF TITLE will be in the form of a policy of title insurance, issued by WFG National Title Insurance Company, paid by Buyer, Seller, Other _____. **NOTE:** Buyer should discuss the type of policy with the title company of his or her choice at the time escrow is opened. In the event a lender requires an ALTA lender's policy of title insurance, Buyer, Seller will pay the premium.

9. PRORATIONS. Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners association fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer.

10. CLOSING. Full purchase price to be paid and deed to be recorded on or before _____, **OR within 60 days after acceptance.** If the closing date falls on a Saturday, Sunday or holiday, the close of escrow will be on the next business day. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. Where customary, signed escrow instructions will be delivered to escrow holder **within _____ days after acceptance.** Escrow fee to be paid by Buyer. County/City transfer tax(es), if any, to be paid by Seller. Unless the transaction is exempt, the escrow holder is instructed to remit the required tax withholding amount to the Franchise Tax Board from the proceeds of sale. **THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.**

Buyer [alt] and Seller [] have read this page.

Property Address 166 Park Street, San Rafael, CA 94901

11. PHYSICAL POSSESSION. Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will be delivered to Buyer (*check one*):

- On the date of recordation of the deed, not later than 5:00 AM PM
- On the _____ day after recordation, not later than _____ AM PM

12. FIXTURES. All items permanently attached to the property, including light fixtures and bulbs, attached floor coverings, all attached window coverings, including window hardware, window and door screens, storm sash, combination doors, awnings, TV antennas, burglar, fire, smoke and security alarms (unless leased), pool and spa equipment, solar systems, attached fireplace screens, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), are included in the purchase price free of liens, EXCLUDING: None.

If checked trade fixtures are not included in the sale, but Seller will pay for all costs necessary to repair any damage to the premises caused by the removal.

13. INSPECTIONS OF PROPERTY. Buyer will have the right to retain, at his or her expense, licensed experts including but not limited to engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical, plumbing, heating, cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances including asbestos, mold, formaldehyde, radon gas, and lead-based paint. Buyer, if requested by Seller in writing, will promptly furnish, at no cost to Seller, copies of all written inspections and reports obtained. Buyer will approve or disapprove in writing all inspections and reports **obtained within** fifteen (15) or eighteen (18) days after acceptance or _____.

In the event of Buyer's disapproval of inspection reports, or discovery of other material facts affecting the value or desirability of the property, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate this Agreement, or invite Seller to negotiate repairs. (See P.P. Form 101-M, Addendum Regarding Removal of Inspection Contingencies.)

14. ACCESS TO PROPERTY. Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other professionals representing Buyer.

15. NOTICE OF VIOLATIONS. By acceptance, Seller warrants that he or she has no written notice of violations relating to the property from City, County, State, Federal or any other governmental agencies.

16. DISABILITY ACCESS REQUIREMENTS. The buyer is alerted to the existence of local, state, and federal accessibility standards (such as the Americans with Disabilities Act) which may require costly structural modifications to the property. CA Civil Code Section 55.53 describes inspection by a Certified Access Specialist (CASp) to determine whether the property does or does not meet all applicable construction-related accessibility standards. Such an inspection may limit the extent of and statutory damages from ADA claims pursuant to SB 1186.

17. INCOME AND EXPENSE STATEMENT. Within seven (7) or _____ days of acceptance, Seller will deliver to Buyer, a true and complete statement of rental income and expenses. Within seven (7) or eleven (11) days of receipt of that statement, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement.

18. SERVICE CONTRACTS. Within seven (7) or _____ days of acceptance, Seller will furnish Buyer, for his or her approval copies of any service and/or equipment rental contracts with respect to the property which run beyond close of escrow. Within seven (7) or eleven (11) days of receipt of the copies, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement.

19. EXISTING LEASES. This Agreement is subject to existing leases, and rental agreements. Within seven (7) or _____ days of acceptance, Seller will deliver to Buyer, for his or her approval, true copies of all existing leases and rental agreements, copies of all outstanding notices sent to tenants, and a written statement of any oral agreements with tenants. Seller will also deliver to Buyer, within seven (7) or _____ days of acceptance, a statement of any uncured defaults, claims made by or to tenants, and a statement of all tenants' deposits held by Seller. Seller warrants all information to be true and complete. Buyer's obligations are conditioned upon approval of existing leases and rental agreements. Within seven (7) or eleven (11) days of receipt of the documents, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement. Buyer's obligations under this Agreement are further conditioned upon receipt on or before date of closing of Estoppel Certificates executed by each tenant acknowledging that a lease or rental agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or security deposit.

20. CHANGES DURING TRANSACTION. During the pendency of this transaction, Seller agrees that no changes in the existing leases or rental agreements will be made, nor new leases or rental agreements entered into, nor will any substantial alterations or repairs be made or undertaken to the property without the written consent of the Buyer.

21. MAINTENANCE. Seller will maintain the property until the closing in its present condition, ordinary wear and tear excepted. The heating, ventilating, air conditioning, plumbing, elevators, loading doors, and electrical systems will be in good operating order and condition as of the time of closing.

22. WALK-THROUGH INSPECTION. Buyer will have the right to conduct a walk-through inspection of the property within _____ days prior to close of escrow, to verify Seller's compliance with the provisions under Item 12, FIXTURES, and Item 20, MAINTENANCE. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.

Buyer alt and Seller _____ have read this page.

Property Address 166 Park Street, San Rafael, CA 94901

23. COMPLIANCE WITH LOCAL LAWS. Seller will comply with any local laws applicable to the sale or transfer of the property, including but not limited to: Providing inspections and/or reports for compliance with local building and permit regulations, including septic system inspection reports; compliance with minimum energy conservation standards; and compliance with water conservation measures. All required inspections and reports will be ordered **within three (3) or _____ days after acceptance** and will be paid by Seller, Buyer. If Seller does not agree **within five (5) or _____ days after receipt of a report** to pay the cost of any repair or improvement required to comply with such laws, Buyer may terminate this Agreement. It is understood that if Seller has given notice that necessary permits or final approvals were not obtained for some improvements, Seller will not be responsible for bringing the improvements into compliance unless otherwise agreed.

24. OPTIONAL PROVISIONS. The provisions in this Item 24, **IF INITIALED BY BUYER are included in this Agreement.**

24-A. [] [] MAINTENANCE RESERVE. Seller agrees to leave in escrow a maintenance reserve in the amount of \$ _____. If, in the reasonable opinion of a qualified technician, any of the equipment listed under Item 20, MAINTENANCE, is not in working order, Buyer will furnish Seller a copy of the technician's inspection report and/or submit written notice to Seller of non-compliance of any of the terms under Item 20, MAINTENANCE, **within five (5) days after occupancy is delivered.**

In the event Seller fails to make the repairs and/or corrections **within five (5) days after receipt of said report or notice**, Seller authorizes the escrow holder to disburse to Buyer against bills for such repairs or corrections the sum of such bills, not to exceed the amount reserved. Said reserve will be disbursed to Buyer or returned to Seller **not later than fifteen (15) days after date occupancy is delivered.**

24-B. [] [] FLOOD HAZARD ZONE. Buyer has been advised that the property is located in a special flood hazard area designated by the Federal Emergency Management Agency (FEMA). It will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information consult your lender or insurance carrier.

24-C. [] [] EARTHQUAKE FAULT OR SEISMIC HAZARD ZONE DISCLOSURES. The property is situated in a Earthquake Fault Zone or Seismic Hazard Zone as designated under §§2621–2625 and §§2690–2699.6 of the California Public Resources Code. Construction or development of any structure for human occupancy may be restricted. No representations on the subject are made by Seller or Broker. Buyer may make further independent inquiries at appropriate governmental agencies concerning the use of the property under the terms of the above statutes. **Within seven (7) days after acceptance**, Buyer will notify Seller in writing of satisfaction or dissatisfaction of said inquiries. In case of dissatisfaction Buyer may terminate this Agreement.

24-D. [] [] PROBATE/CONSERVATORSHIP SALE. Pursuant to the California Probate Code, this sale is subject to court approval at which time the court may allow open competitive bidding. An "AS IS" Addendum (P.P. Form 101-AI) is, is not attached and made a part of this Agreement.

24-E. [] [] RENT CONTROL ORDINANCE. Buyer is aware that a local ordinance is in effect which regulates the rental obligations of property owners. It may also affect the manner in which future rents can be adjusted.

24-F. [*alt*] [] TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY). In the event that Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. It is understood that a party's rights and obligations under this Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

24-G. [] [] PERSONAL PROPERTY. The purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. This inventory is incorporated by reference. The personal property will be transferred to Buyer by a Warranty Bill of Sale **delivered at closing.**

25. DEFAULT. In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.

Buyer [*alt*] [] and Seller [] [] have read this page.

Property Address 166 Park Street, San Rafael, CA 94901

The provisions of the Code of Civil Procedure authorizing the imposition of sanctions as a result of bad faith actions or tactics will apply to the arbitration proceedings, provided, however, that the arbitrator shall not have the power to commit errors of law, errors of legal reasoning, or rely upon unsupported findings of fact in imposing sanctions for any reason against a party or a party's attorney. In the event such error is claimed, the applicable sanctions may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, bankruptcy court, or small claims court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

NOTICE: By initialing in the ["agree"] space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the ["agree"] space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

Buyer agrees [initials] Buyer does not agree []
Seller agrees [] Seller does not agree []

- 34. SURVIVAL. The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.
35. ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED. This document contains the entire agreement of the parties and supersedes all prior agreements with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.
36. ADDENDA. The following addenda are attached and made a part of this Agreement:
- Addendum No. 1 Standard Commercial Building Purchase Conditions
- Addendum No. 2 Standard Sale Disclosure
- Addendum No. 3 Agency Disclosure and Confirmation//Exhibit A - Parcel Map of Subject Property

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

LIMITATION OF AGENCY: A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant or insurance advisor.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions of this Offer and agrees to purchase the property for the price and on the terms and conditions specified.

Signed by: Ashley Hurd Date 11/24/2024
Buyer Ashley Hurd Date Time
Buyer Date Time

Address

Buyer [initials] and Seller [] [] have read this page.

Property Address _____

ACCEPTANCE

Seller accepts the foregoing Offer and agrees to sell the property for the price and on the terms and conditions specified.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.

37. COMMISSION. Seller agrees to pay in cash the following real estate commission for services rendered, which commission Seller hereby irrevocably assigns to Broker(s) from escrow:

2.5 % of the accepted price, or \$ _____, to the listing broker: CBRE,

and 2.5 % of the accepted price, or \$ _____, to the selling broker: Keegan & Coppin Co., Inc.

without regard to the agency relationship. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker(s).

If Seller receives liquidated or other damages upon default by Buyer, Seller agrees to pay Broker(s) the lesser of the amount provided for above or one half of the damages after deducting any costs of collection, including reasonable attorney fees without prejudice to Broker's rights to recover the balance of the commission from Buyer. Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement.

In any action for commission the prevailing party will be entitled to reasonable attorney fees, whether or not the action is brought to trial or final judgment.

38. PROVISIONS TO BE INITIALED. The following items must be "agreed to" or "not agreed" by both parties to be binding on either party. In the event of disagreement between the parties, counter offers should be prepared until both parties come to an agreement:

Item 31. LIQUIDATED DAMAGES Item 32. MEDIATION OF DISPUTES Item 33. ARBITRATION OF DISPUTES

Seller acknowledges receipt of a copy of this Agreement. Authorization is given to the Broker(s) in this transaction to deliver a signed copy to Buyer. Brokers may may not disclose the terms of purchase to a Commercial Listing Service, Multiple Listing Service, or other internet data sources at close of escrow.

39. IF CHECKED ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED _____

Seller _____
(Signature)

Seller _____
(Signature)

(Please Print Name)

(Please Print Name)

Date _____ Time _____

Date _____ Time _____

Address _____

Address _____

Information Regarding Real Estate Licensees Acting as Agents in This Transaction:

Selling Broker Keegan & Coppin Co., Inc.

License # 00531022

By Nathan Ballard
(Real Estate Agent for Buyer)

DocuSigned by:
Nathan Ballard
13B3C89E0D9E4D6...

License # 01743417 Date 11/23/2024

Address 101 Larkspur Landing Circle, Suite 112

City/State/Zip Larkspur, CA 94939

Telephone (415) 461-1010 Fax _____

E-Mail nballard@keegancoppin.com

Listing Broker CBRE

License # _____

By Ben Mollahan
(Real Estate Agent for Seller)

License # 02136790 Date _____

Address 225 West Santa Clara Street

City/State/Zip San Jose, CA 95113

Telephone (408) 453-7400 Fax _____

E-Mail Ben.Mollahan@cbre.com

Note that neither the Real Estate Brokers nor the Real Estate Agents are parties to the Purchase Agreement between the Buyer and Seller.

STANDARD APARTMENT PURCHASE CONDITIONS ADDENDUM

To Purchase Agreement dated November 19, 2024, by and between
Buyer Marin Foster Care Housing, LLC and Seller 158 Park, LLC

Buyer shall conduct a complete feasibility and investigation of the subject property to determine if property is suitable for Buyer's intent, as a property to occupy or as an investment, including but not limited to the following:

Buyer to conduct a full due diligence of property including existing information provided by Seller and new reports prepared by Buyer's experts.

1. This offer is subject to the following conditions precedent:
 - A. Buyer and/or his contractor to inspect and approve the subject property with respect to all mechanical and electrical systems – HVAC, plumbing, power, telecom, lighting, cable – and roof, walls, structural integrity, foundation, drainage, seismic bracing, termites, hazardous waste, soils, wetlands and general physical integrity of each apartment unit, the common recreation area and landscaping within eighteen (18) days of acceptance hereof.
 - B. Buyer to verify to his satisfaction, zoning, General Plan consistency, building area, property boundaries, land area, zoning, parking and circulation areas and landscaping compliance, and wetlands compliance within eighteen (18) days of acceptance hereof. Buyer to approve AIR Natural Hazards Statement or a professional Natural Hazards Report within eighteen (18) days of acceptance hereof.
 - C. Buyer to review and approve title report including all exceptions, easements, rights-of-way, assessments and liens within eighteen (18) days of acceptance hereof.
 - D. Buyer to obtain a pest control inspection report for any perimeter foundation or wood frame buildings or at Buyer's option for others. Buyer to review and approve said report within eighteen (18) days of acceptance hereof, including infestation and preconditions. This clause shall supplement and be subordinate to any clause pertaining to pest infestation in the body of this agreement.
 - E. Buyer to review and approve all leases including allocation of expenses, rent adjustments and reimbursements pertaining to the subject property, within seven (7) days of acceptance hereof.
 - F. Buyer to review and approve operating statements including utilities, maintenance, repairs and tenant allocations for the subject property for the last three (3) years within eighteen (18) days of acceptance hereof.
 - G. Buyer to review and approve the CC&Rs, bylaws, articles of incorporation and current budget for any homeowners' association within eighteen (18) days of acceptance hereof.
 - H. Buyer and Seller acknowledge attached "**Disclosure Regarding Hazardous Waste**". Buyer shall obtain and approve reports from experts in connection with any disclosure or evidence of such hazardous material within eighteen (18) days of acceptance hereof. If Buyer and Seller do not elect to share or separately pay for removal or cleanup, then this offer shall terminate.
 - I. Buyer to review and approve all the items of the attached "**Statement of Property Condition**" within eighteen (18) days of acceptance hereof.

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- J. Seller to provide estoppels from all Lessee's indicating that there are no defaults on behalf of Lessee or Lessor and that the leases submitted by Seller to Buyer are in full force and effect within fifty-two (52) days of acceptance hereof.
- K. Buyer to obtain funding on terms and conditions acceptable to Buyer within forty-five (45) days of acceptance hereof subject to the loan clause in the body of this agreement.
- M. Buyer to obtain a written commitment for property and liability insurance for the subject property at rates acceptable to Buyer within eighteen (18) days of acceptance hereof.

If any of the above conditions are not satisfied and approved in writing or waived by the Buyer in writing in the times stipulated above, then either Buyer or Seller may terminate this Agreement and the above initial deposit shall be returned to the Buyer with no further liability to either party hereunder. This Addendum is precedent for time periods and conditions over the Professional Publishing printed form.

- 2. Seller to deliver to Buyer the following existing reports and information within the times stipulated below to facilitate Buyer's due diligence:
 - A. Statement of Property Condition completed and signed by Seller and agents and Standard Sale Disclosure Addendum and Commercial Property Owner's Guide within seven (7) days of acceptance hereof.
 - B. A.I.R. Seller's Mandatory Disclosure (Natural Hazards) Statement or JCP Natural Hazards Report within seven (7) days of acceptance hereof.
 - C. All studies, approvals or reports previously obtained by Seller or in the possession of Seller including environmental studies, pest control investigations, well reports, code violations-orders, building reports, survey of property, appraisals plans, specifications, soils reports, title reports, CCRs, Association budget, archaeological, wetlands, biotic, structural or seismic reports, entitlements, approvals, building permits, design review or use permits within seven (7) days of acceptance hereof.
 - D. Operating profit and loss statements and support information for the last three years including capital outlays, maintenance, utilities, repairs, income, taxes and insurance itemized within seven (7) days of acceptance hereof.
 - E. Seller to provide copies of all agreements, operating leases, rental agreements, corresponding addendums, contracts, vendor agreements, lease notices, lease modifications within three (3) days of acceptance hereof.
- 3. Seller shall permit Buyer and Buyer's agents, employers, contractors with reasonable notice to enter into and upon the property to inspect property and to conduct, at Buyer's sole expense, surveys, soils, structural, environmental, building, seismic, wetlands, biotic and other investigations at Buyer's discretion to complete Buyer's due diligence.

Buyer agrees to keep property free of liens and claims arising out of said investigations and to defend, indemnify and hold harmless Seller from any claims or actions arising out of Buyer's inspection, conduct of investigations or testing of Seller's property. Buyer agrees to repair and replace and bring back to original condition and pay for any damage arising out of said inspections and expert investigations and give a copy of the reports, studies, inspection reports so obtained during the investigation to the Seller.

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Buyer's obligation under this paragraph shall survive any termination of this Agreement.

4. **BUYER'S REPRESENTATIONS:** The party executing this agreement on behalf of Buyer has full power to execute, deliver and carry out terms and provisions of this agreement and any of the other agreements, instruments and documents herein required to be made or delivered by Buyer pursuant hereto.

Buyer has not made a general assignment for benefit of creditors, filed a voluntary petition of bankruptcy, suffered the filing of creditors, a receiver, attachment or other judicial service of assets and has a sound financial standing to make the proposed acquisition.

5. **SELLER'S REPRESENTATIONS:** Seller has received no notice of and, except as disclosed in writing, to the best of Seller's knowledge, there is no violation of any local, state or federal government agency, including environmental, zoning, handicap, fire hazard, ordinance, code, regulations, rule or order. Seller has no knowledge of threatened, pending or proposed condemnation, taking proceedings or governmental actions to modify the zoning or condition, or purchase in lieu, for all or any part of property.

To the best of Seller's knowledge, there has been no release, storage or disposal of hazardous materials on the property during the pendance of Seller's ownership of the subject property except as disclosed in writing herein.

Buyer is advised by Seller to undertake a full due diligence study of the property including test, investigations, and expert reports to determine the suitability of the property for Buyer's use and determine the actual economic, physical and entitlements aspect of the property.

Seller has no knowledge of pending or threatened litigation or governmental proceedings, except as disclosed in writing herein, affecting Seller or the property that relates to the enforcement of this agreement. The consummation of this contract shall not constitute a violation or breach by Seller of any contract or instrument or will result in the violation of any law, order or regulation of any governmental authority affecting the Seller.

Seller is the owner in fee simple of property and the party signing hereto has the full right, power and authority to enter into this agreement and to execute all documents required hereto.

Seller is not a foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1954 (IRC), i.e. The Seller is not a non-resident, alien, foreign corporation, foreign partnership, foreign trust or foreign state as those terms are defined in the IRC and income tax representation.

6. Seller to assign and Buyer to accept all the Seller's deposits, right, title, interest, liabilities and obligations in all of the leases pertaining to the subject property prior to the close of escrow.
7. Seller shall convey to Buyer at close of escrow fee simple title to the property by grant deed subject to the exceptions set forth in the approval of the title report. Title shall be insured by a CLTA or at Buyer's option, an ALTA title insurance policy, at Buyer's expense.
8. In the event a tenant at the Subject Property vacates one of the units, Seller to notify Buyer immediately of the date of expected vacancy. Buyer may then elect to have Seller keep the unit vacant and will promptly deposit up to forty-five (45) days of rent at the then existing rental rate into the escrow account ("Rent

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Proceeds”). If the tenant is vacating within forty-five (45) days of the Closing date, then the amount of Rent Proceeds that Buyer deposits into the escrow account to be prorated on a day for day basis until the Closing date. Seller is entitled to keep the Rent Proceeds in any event and this sum shall not be credited towards the Purchase Price.

- 9. Seller to have up to four (4) extension periods of the Closing date of fifteen (15) days each by notifying the Buyer within five (5) business days of the then anticipated Closing date. If a unit is vacant during these extensions the Seller shall continue to hold the unit vacant, and the Buyer shall not be responsible for any Rent Proceeds during the extension periods.

The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors, assigns, heirs and legal representatives.

All the terms and provisions of this Agreement shall survive the close of escrow and not merge with the execution and delivery of the grant deed.

Buyer and Seller are advised to have their respective attorneys review and approve this agreement prior to signing.

Agreed by: Buyer: _____ Signed by:
Ashley Hurd
2826429DAFA043D... _____ Date: 11/24/2024

Agreed by: Seller: _____ Date: _____

STANDARD SALE DISCLOSURE ADDENDUM

Certified Access Specialist Disclosure

Pursuant to California Civil Code Section 1938 the subject property has ____ has not been inspected by a "Certified Access Specialist". If subject property has been inspected, the property ____ has ____ has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53.

Notice to Owners, Buyers and Tenants Regarding Hazardous Wastes or Substances and Underground Storage Tanks

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Super Fund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, Seller and Buyer; are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as other aspects of the proposed transaction. If various materials that have been or may be in the future determined to be toxic, hazardous or undesirable, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks for storage of such hazardous materials, or that such materials may be in the equipment, improvements or soil, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protection are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, all those listed under Proposition 65, petroleum base products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is, therefore, meant to apply to any transaction involving any type of real property, whether improved or unimproved.

You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

Americans with Disabilities Act (ADA)

On July 26, 1990, the federal legislation known as the Americans with Disabilities Act (ADA) was signed into law by President Bush. The purpose of the ADA is to integrate persons with disabilities into the economic and social mainstream of American life. Title III of the ADA applies to Buyers and Sellers of "places of public accommodation" and "commercial facilities", and requires that places of public accommodation undertake "readily achievable" removal of communication and access barriers to the disabled. This requirement of Title III of the ADA is effective January 26, 1992.

It is important that building owners identify and undertake "readily achievable" removal of any such barriers in the common areas, sidewalks, parking lots and other areas of the building under their control.

The Seller and Buyer are responsible for compliance with ADA relating to removal of barriers within the workplace i.e., arrangement of interior furnishings and access within the premises, and any improvements installed by lessor and lessee.

Keegan & Coppin Company, Inc. recommends that both parties seek expert advice regarding the implications of the Act as it affects this agreement.

Natural Hazards Disclosure Act:

"The property which is the subject of this contract may be situated in a Special Study Zone as designated under the Natural Hazards Disclosure Act, inclusive, of the California Public Resources Code; and, as such, the construction or development on this property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the City or County under the terms of that act. No representations on the subject are made by the Seller or Agent, and the Buyer should make his own inquiry or investigation".

Flood Hazard Area Disclosure:

The subject property may be situated in a "Special Flood Hazard Area" as set forth on a Federal Emergency Management Agency (FEMA) "Flood Insurance Rate Map" (FIRM) or "Flood Hazard Boundary Map" (FHBM). The law provides that, as a condition of obtaining financing on most structures located in a "Special Floods Hazard Area", lender requires flood insurance where the property or its attachments are security for a loan. Buyer should consult with experts concerning the possible risk of flooding.

Toxic Mold Disclosure (Pursuant to the Toxic Mold Protection Act of 2001)

The Toxic Mold Protection Act of 2001 requires any person who sells, transfers or rents residential, commercial or industrial property to disclose if they have ACTUAL KNOWLEDGE of a mold condition on the property. The law also requires the California Department of Health Services to identify tolerable exposure limits and develop guidelines for toxic mold identification and remediation. Property owners will be required to provide a more detailed disclosure on toxic mold once the Department of Health Services develops and adopts standards for identifying, measuring and remediating toxic mold.

The Toxic Mold Protection Act of 2001 does NOT require that a property owner have their property tested for toxic mold. It also does NOT require that an agent investigate a property for toxic mold. Property owners only need to disclose any ACTUAL KNOWLEDGE of a mold condition on their property until the above mentioned guidelines are developed and approved. Buyers are advised to obtain a professional assessment of the mold condition of the subject property prior to the close of escrow.

ACKNOWLEDGED AND AGREED BY:

Buyer: _____
Signed by: Ashley Hurd
2826429DAFA043D...

Date: 11/24/2024 _____

Seller: _____

Date: _____

SALE DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. With each specific transaction, you should read the Agency Disclosure and consider how you are being represented.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller. A Seller's agent or a subagent of that agent has the following affirmative obligations:

- To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
- To Buyer and Seller:
 - (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
 - (b) A duty of honest and fair dealing and good faith.
 - (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

BUYER'S AGENT

An agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

- To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
- To Buyer and Seller:
 - (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
 - (b) A duty of honest and fair dealing and good faith.
 - (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Seller or Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listed price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth on the reverse hereof. Read it carefully.

We acknowledge receipt of a copy of this disclosure:

Seller _____	Date _____	Buyer _____	Signed by: <u>Ashley Hurd</u>	Date <u>11/24/2024</u>
Seller _____	Date _____	Buyer _____	2826429DAFA043D...	Date _____
Agent _____	Date _____	Agent _____	DocuSigned by: <u>Nathan Ballard</u>	Date <u>11/23/2024</u>
			13B3C89E0D9E4D6...	Date _____

CONFIRMATION OF AGENCY

We authorize the following agency: <u>CBRE</u> is the agent of: (Check one) (Name of Seller's Agent) <input checked="" type="checkbox"/> The Seller exclusively; or <input type="checkbox"/> Both the Buyer and Seller	<u>Keegan & Coppin Co., Inc.</u> is the agent of: (Check one) (Name of Buyer's Agent if not the same as Seller's Agent) <input checked="" type="checkbox"/> The Buyer exclusively; or <input type="checkbox"/> The Seller exclusively; or <input type="checkbox"/> Both the Buyer and Seller
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CONFIRMED AND AUTHORIZED:

Seller _____ Date _____

Seller _____ Date _____

Agent for Seller Ben Mollahan
Lic. # 02136790

CONFIRMED AND AUTHORIZED:

Signed by: _____ Date 11/24/2024

Buyer _____ Date _____

Buyer _____ Date _____

Agent for Buyer Nathan Ballard
Lic. # 01743417

PROPERTY ADDRESS: 158 and 166 Park Street, San Rafael, CA 94901

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate license" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.
- The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When as associate licensee owes a duty to any principal, or to transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business of Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property or which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5(commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

- 2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>_____ is the agent of (Name of Listing Agent) (Check one) <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller.</p>	<p>_____ is the agent of (Name of Selling Agent if not the same as the Listing Agent) (Check one) <input type="checkbox"/> the buyer exclusively; or <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and seller</p>
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(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to buyer that the seller is willing to sell the property as a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

- 2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
- (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

