

MEMORANDUM OF UNDERSTANDING 123-M1510

Between

SLT Pacific Associates, a California Limited Partnership,

And

Cambridge Real Estate Services, dba Cambridge RES, Inc.,

And

County of El Dorado Health and Human Services Agency

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), SLT Pacific Associates, a California Limited Partnership, whose principal place of business is 430 E. State Street, Suite 100 Eagle, ID 83616 (hereinafter known as the “Project Sponsor/Developer”) and Cambridge Real Estate Services, doing business as Cambridge RES, Inc., whose principal place of business is 1417 NW Marshall, Portland, OR 97208 (mailing: PO Box 2968 Portland, OR 97208) (hereinafter known as the “Property Management”). Together all three entities shall be referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, the Parties desire to coordinate their resources and actions toward the common goal of enabling persons with psychiatric disabilities who are homeless, or at risk of homelessness, and their families to achieve permanent supportive housing and self-sufficiency by promoting the integration of affordable housing and appropriate supportive services including mental health support systems; and

WHEREAS, on August 23, 2007, the State of California Department of Mental Health (now the California Department of Health Care Services (DHCS) and the California Housing Finance Agency (CalHFA) released the Mental Health Services Act (MHSA) Housing Program notice of availability of funds to solicit qualified borrowers interested in applying for capital development and operating subsidies for permanent supportive housing for individuals with psychiatric disabilities who are homeless or at risk of homelessness and their families; and

WHEREAS, County, through its Health and Human Services Agency, Mental Health Division, administers the County of El Dorado Mental Health Services Act (MHSA) Programs; and

WHEREAS, County submitted, and received approval for, a collaborative application requesting capital development and operating subsidies to DHCS and CalHFA for the development of permanent supportive housing for individuals with psychiatric disabilities who are homeless and their families; and

WHEREAS, although the funding award will be made directly to the qualified borrowers through a contract with CalHFA, County will commit to provide mental health services to those individuals entering MHSA funded rental units; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

Term: This Agreement shall become effective upon final execution and shall continue until the conclusion of the permanent loan between the Project Sponsor/Developer and CalHFA unless sooner terminated or extended, in whole or in part, to ensure that this MOU is in effect throughout the life of the aforementioned permanent loan.

ARTICLE II

Purpose: The purpose of this MOU is to (1) outline the roles and responsibilities among all Parties, including County, the Project Sponsor/Developer and Property Management, and (2) for the Parties to coordinate their resources and efforts to provide permanent affordable housing to the MHSA Housing Program Target Population utilizing the supportive housing model at the property commonly referred to as The Aspens at South Lake, located at 3521 Pioneer Trail, South Lake Tahoe, California. Supportive housing is a nationally recognized evidence-based practice that has consistently shown that coupling appropriate services with permanent housing increases housing stability and the likelihood that the tenant will remain connected to mental health treatment. Supportive housing has also been shown to reduce the high cost of providing services to homeless individuals with psychiatric disabilities and their families. Stable housing provides the foundation that enables individuals, through their resilience, to further realize their life goals.

ARTICLE III

Guiding Principles: All Parties share the following common principles that will guide this housing project:

- A. All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high quality services to each tenant, based on the tenant's individual needs.
- B. Each tenant in an MHSA-funded unit shall have a "single fixed point of responsibility" (SFPR), which shall be the County, a County community-based provider, or another county that is primarily responsible for that tenant's mental health care.
- C. All mental health services shall be client-driven and coordinated with the needs and wishes of the tenant.

- D. Onsite supportive services provided by the Project Sponsor/Developer will be available to tenants eligible for MHSA-funded units on a voluntary basis.
- E. In projects without onsite service coordination and with multiple SFPRs, the mental health services agency serving the greatest number of tenants shall be designated as the lead Supportive Services Provider.
- F. All projects shall protect privacy in the delivery of supportive services.
- G. Every MHSA Housing Program project shall facilitate linkages to community-based services.

ARTICLE IV

Scope of Services:

A. Responsibilities of County:

- 1. Tenant Certification Process: County shall employ a tenant certification process, to be utilized before applicants are approved to move into a housing project. In order to guarantee that County is able to fund mental health services delivered to tenants of MHSA Housing Program units, each of those tenants must first be certified as an MHSA-eligible client in the County system with an SFPR.
- 2. Outreach, Application, and Screening:
 - a. County shall inform contracted mental health services providers of the “County tenant certification process” and encourage providers to refer for certification those clients that appear to meet the criteria for program participation.
 - b. County shall establish a centralized referral list of County-certified clients to help expedite the process of leasing new or vacated units. Clients on the list shall be notified when projects funded through the MHSA Housing Program are soliciting tenants.
- 3. Ongoing Tenancy: County shall conduct quarterly administrative and programmatic collaborative meetings to ensure that the involved parties comply with this MOU, and that the units funded through the MHSA Housing Program are being fully utilized.
- 4. Communication: County shall conduct quarterly meetings with representatives of the Project Sponsor/Developer and Property Management, to discuss coordination of services, referrals, and vacancies.

B. Responsibilities of the Project Sponsor/Developer:

- 1. Outreach, Application & Screening:
 - a. Project Sponsor/Developer shall make available six (6) units of a total of forty-eight (48) units for certified MHSA-eligible prospective tenants.
 - b. Subject to restrictions, which may be contained in Federal, State or Local laws, including but not limited to the Fair Credit Reporting Act, which governs disclosures, which are credit-related to third-parties, Project Sponsor/Developer shall ensure that County is notified if an applicant who has been certified by County as eligible for a MHSA-funded unit is denied for tenancy.
- 2. Ongoing Tenancy:
 - a. Project Sponsor/Developer shall monitor and provide oversight of Property Management (if different from the Project Sponsor/Developer), and place individuals who have been certified by County as eligible prospective tenants on the project’s waiting list.

- b. Project Sponsor/Developer or Property Management, as applicable, shall notify eligible prospective tenants when new units under construction are placed into service and/or when vacancies occur in MHSA-funded units.
 - c. Project Sponsor/Developer shall develop and maintain a clear separation of responsibilities and duties between the Property Management and the Supportive Services staff (County or County contracted provider).
 - d. Project Sponsor/Developer shall establish policies and procedures for resolving conflicts between Property Management and Supportive Services and/or Mental Health Services
 - e. Provider(s) when they cannot reach agreement on a course of action (e.g., mediation process, process with Board of Directors).
 - f. Project Sponsor/Developer shall comply with the necessary documentation and reporting requirements and guidelines as established by DHCS and County.
 - g. Project Sponsor/Developer shall assure regular training for onsite Property Management staff in advanced safety precautions, including first aid, crisis management, conflict de-escalation, and other skills.
3. Communication:
- a. Project Sponsor/Developer or Property Management, as applicable, shall provide County with a minimum of a sixty (60) day notice in writing when new units under construction are made available, and assure that County is notified immediately if an SFPR has been non-responsive to requests regarding a tenant.
 - b. In projects with no onsite service coordination, Project Sponsor/Developer shall conduct quarterly meetings with a designated representative of the tenant's Mental Health Services Provider to discuss the tenant's progress.
- C. Responsibilities of Property Management:
1. Outreach, Application & Screening: Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws and regulatory agreements with other funding sources. These policies must include reasonable accommodations for the needs of the target populations, particularly the needs of hard-to-serve individuals (e.g., individuals with histories of substance abuse as a co-occurring disorder, bad credit, and/or incarceration).
 2. Move-In Process:
 - a. Notify the Supportive Services Provider of the day and time of move-in and, if the formal introduction to the Supportive Services Provider has not occurred prior to this time, facilitate an introduction.
 - b. Provide the Supportive Services Provider with current copies of the lease template and the house rules for each property. Upon tenant's submittal to Property Management of an executed release of information, provide Supportive Services Provider with a copy of the lease and other property- and lease-related documentation executed by the tenant.
 - c. Provide an orientation to the lease and the house rules to new tenants to establish Property Management expectations in areas such as use of bathrooms/kitchens, rent collection, maintenance requests, etc.
 - d. Orient new tenants to emergency procedures.

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3. Ongoing Tenancy:
 - a. If onsite service coordination is not provided, maintain a system for identifying each tenant's Mental Health Services Provider or SFPR and the assigned clinician/case manager with contact information.
 - b. Comply with applicable local, State, and Federal statutes and regulations, specifically statutes and regulations governing Fair Housing and tenants' rights.
 - c. Manage and maintain projects, including having the capacity to respond to tenants' requests for service within seventy-two (72) hours, contingent on the nature of the request. This shall also include providing facility and maintenance support to areas utilized for any onsite service provision that is equivalent to the level of maintenance provided to tenants, not to include janitorial services.
 - d. Ensure that staff working in the housing site, including office staff, is introduced to the Supportive Services Provider staff and is aware of the roles and responsibilities of the Supportive Services Provider.
 - e. Provide the Supportive Services Provider with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
 - f. Establish policies and procedures ensuring that tenants have access to Property Management for routine business during the established business hours for the property and at any time for emergencies. Property Management shall post the established business hours in a location on the property that is readily accessible and visible when the office is closed.
 - g. Establish policies and procedures that provide County and/or the SFPR access to a management representative twenty-four (24) hours per day for emergencies.
4. Safety, Security, and Emergency Response:
 - a. Provide regular trainings for tenants and staff on basic safety and evacuation procedures.
 - b. Post evacuation plans for the housing site and provide Supportive Services Provider staff with copies of current evacuation plans.
 - c. Ensure that all onsite staff is trained on when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or the Supportive Services Provider in the event of an emergency.
 - d. Ensure that staff working in the housing site, including office staff, is introduced to the Supportive Services Provider staff and is aware of the roles and responsibilities of the Supportive Services Provider.
 - e. Maintain an incident and maintenance log and allow the Supportive Services Provider(s) to review those logs on an as-needed basis.
5. Communication:
 - a. Notify County immediately of any upcoming vacancies in MHSA-funded units.
 - b. If onsite service coordination is not provided, notify the SFPR when a tenant is displaying behaviors that could jeopardize tenancy such as failure to pay rent or conflicts with property management or other tenants.
 - c. Notify all Parties of any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could impact the operations of the housing site.

- d. Notify County and the SFPR immediately of any critical incidents at any MHSA-funded building that results in emergency service response or police action resulting in arrest, loss of life or serious bodily harm.
 - e. Report any unusual or uncharacteristic tenant behavior to onsite Supportive Services staff or Mental Health Services staff (if no onsite service coordination) in a timely manner.
- D. Responsibilities of the Supportive Services Provider: County and/or contract provider (if applicable) will provide supportive services. The Supportive Services Provider shall provide:
- 1. Move-In Process:
 - a. Explain to new tenants the roles and responsibilities of Property Management and the Supportive Services Provider and obtain written permission from tenants for Property Management staff to contact the Supportive Services Provider should any behaviors occur (e.g. failure to pay rent or to follow terms and conditions of the lease or the house rules) that could place their housing in jeopardy.
 - b. Make staff available to meet with incoming tenants at the time of move-in, provided there is reasonable notice by Property Management.
 - c. Orient new tenants to the services available onsite and provide them with information on community resources they may find helpful.
 - d. Offer tenants the opportunity to participate in supportive services and receive individual and group services.
 - 2. Ongoing Tenancy:
 - a. Ensure that face-to-face contact with each tenant occurs at least one (1) time per month and when requested by Property Management
 - b. Develop and maintain a HIPAA-compliant system for identifying each tenant and his/her identified personal and community supports including but not limited to the Mental Health Services Provider/SFPR and assigned clinician/case manager, including contact information.
 - c. Be knowledgeable of community services and supports including, but not limited to health care, child care, alcohol and substance abuse treatment, domestic violence, education and/or employment services and self-help groups, and make this information readily available to tenants.
 - d. In collaboration with each tenant and the SFPR, the Supportive Services Provider shall:
 - i. Conduct “needs assessments,”
 - ii. Develop recovery focused service plans; and
 - iii. Establish appropriate linkage to community-based services such as health care, child care, alcohol and other substance abuse treatment, domestic violence, education and/or employment services, self-help groups and other services essential for achieving and maintaining independent living, if not otherwise provided through the Mental Health Services Provider.
 - e. Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed, including coordination with the Mental Health Services Provider.
 - f. Update residents’ service plans at least annually.

- g. Coordinate on- or offsite self-help groups and MHSA tenant councils that plan social activities for residents, which include but are not limited to recreational and social events, holiday picnics/barbecues, and birthday celebrations.
 - h. Provide life skills training which includes, but is not limited to, health education, money management, housekeeping, menu planning, meal preparation, and being a good neighbor.
 - i. Provide Property Management with a list of staff hours and schedule that staff will be on-site and regular supportive service events at each site, and keep this list updated.
 - j. Establish and maintain a tenant council or other structure(s) of MHSA funded tenants to solicit tenant input regarding house policies and rules.
3. Lease Violation Interventions/Eviction Prevention:
- a. In collaboration with the tenant and Property Management, establish plans to help tenants obtain appropriate support and services they need to maintain their permanent housing in times of crisis (e.g., plans to support people with a history of hoarding get the help they need if they experience a relapse, or policies on contacting a community mental health provider, and/or obtaining immediate emergency assistance in time of crises).
 - b. Assist tenants in times of crisis to obtain the appropriate support and services they need to maintain their permanent housing, in accordance with the established plans.
4. Communication:
- a. Notify Property Management of any changes in the supportive services package offered to tenants, and any potential changes or losses of funding that could impact the availability of supportive services.
 - b. Act as a liaison between Property Management and the tenant and the to facilitate the communication of concerns that could jeopardize a tenant's residency.
- E. Responsibilities of the Mental Health Services Provider: The Mental Health Services Provider(s) shall:
1. Move-In Process: At the tenant's request, Mental Health Services Staff/the SFPR shall accompany the tenant to the site to orient him or her to the new building.
 2. Ongoing Tenancy:
 - a. Provide mental health services including assessment, individual and group therapy, rehabilitative groups, case management, crisis intervention, medication support, and psychiatric services.
 - b. Have the capacity to respond 24 hours a day, 7 days a week for crisis intervention when needed.
 - c. Coordinate and participate as needed (at least once a month) in case conferences with the other members of the tenant's support team to discuss tenants' progress.
 - d. Collaborate with Property Management and the Supportive Services Provider as appropriate to ensure that tenants obtain the supports and services they need to maintain their housing.
 - e. Access available housing assistance funds to help tenants maintain their housing in times of crisis (e.g., when tenants are absent for some brief period of time due to hospitalization or entry into a rehabilitation program).

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F. General Responsibilities of All Parties

1. Participate in regular joint meetings of direct service staff, coordinated by County, on at least a quarterly basis. The purpose of this meeting will be to discuss coordination of services, referrals, and vacancies.
2. Share with each other phone and contact directories of key staff to be involved with the housing development within their respective organizations (e.g., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, and phone numbers where available and appropriate.
3. Share written policies, procedures, and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.
4. Respect tenant confidentiality and share information about specific tenants only when they have signed an "Authorization for Request or Use/Disclosure of Protected Health Information (PHI)" form or in cases when the tenants' housing is in jeopardy. All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which County, Property Management, Supportive Services Providers and Mental Health Services Providers communicate confidential tenant information only when: 1) tenants have signed the above-referenced authorization form; or 2) tenants are in jeopardy of losing their housing.
5. Conduct regular trainings for staff regarding maintaining client/tenant confidentiality, and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.
6. Participate in regular joint meetings of management level staff coordinated by County. These meetings shall occur at least two times per year, with the annual schedule established in advance.
7. Reference the Supportive Housing Property Management Operations Manual published by the Corporation for Supportive Housing as a guide and reference tool for the successful operation of supportive housing.
8. Participate in data collection requirements of the MHSA Housing Program, to include information specific to each Party's function (e.g. occupancy reports and participation in services).

ARTICLE V

Implementation and Evaluation: Upon the availability of MHSA-funded units, County will coordinate quarterly administrative and programmatic meetings to ensure that all involved parties are in compliance with this Agreement and that the units funded through the MHSA Housing Program are being fully utilized. In addition, the participants will determine strengths and areas needing improvement.

The Parties involved agree to establish the following objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. These objectives will also be reported at the above quarterly meetings, and will be assessed periodically for appropriateness.

- A. The housing project will average a 90% occupancy rate for MHSA funded units over each operating year, subsequent to fully leasing the units,
- B. At least fifty percent (50%) of tenants in MHSA funded units will be engaged in a minimum of ten (10) hours per week of meaningful activity to include vocational/educational training, volunteering, sheltered or competitive employment or other community integration activities for at least six (6) months of the operating year; and
- C. At least sixty percent (60%) of tenants in MHSA funded units will participate in one self-help activity per month.

ARTICLE VI

Data Collection:

- A. Project Sponsor/Developer: The Project Sponsor/Developer shall have the capability to and shall collect, manage and submit data as directed by County to demonstrate tenant participation in onsite services provided by the Project Sponsor/Developer. Project Sponsor/Developer shall work with County to develop and implement tracking systems and reporting of data.
- B. Mental Health Services Provider: The Mental Health Services Provider shall comply with the tracking and data collection requirements of the MHSA Full Service Partnership programs or other MHSA programs, as applicable.

ARTICLE VII

Compensation for Services: There shall be no remuneration among the Parties hereto for services provided under this Memorandum of Understanding.

ARTICLE VIII

Indemnification: Each Party shall indemnify and hold harmless the other parties, their Officers, employees, agents, and representatives against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Party's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Party subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Party in question, its officers and employees, or as expressly prescribed by statute. This duty of each Party to indemnify and save other Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE IX

Records and Audits: The qualified borrower receiving funding from this application shall establish and maintain, on a current basis, an accounting system in accordance with generally accepted accounting principles and standards as well as all federal, State and local requirements.

All Parties shall make available all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or Federal agencies, or their duly authorized representatives, at all reasonable times at Party's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by Federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. To the extent that any records contain confidential client information, records will be made available contingent upon compliance with State and Federal law pertaining to client confidentiality including the Health Insurance Portability and Accountability Act ("HIPAA"). The aforementioned records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Property Management and Project Sponsor/Developer will retain the books or records until the resolution of such litigation, audit, or investigation.

ARTICLE X

Independent Capacity: All Parties in the performance of this Agreement will be acting in an independent capacity. Therefore, the employees or agents of one Party shall not be deemed or construed to be the agents or employees of the other Parties for any purpose whatsoever.

ARTICLE XI

Applicable Laws: The Parties shall comply with all applicable Federal, State and local laws, as well as new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

ARTICLE XII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT, or Successor

Or to such other location as the County directs.

Notices to Property Sponsor/Developer shall be addressed as follows:

SLT PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP
430 E. STATE STREET, SUITE 100
EAGLE, ID 83616
ATTN: ASSET MANAGEMENT

And Notices to Property Management shall be addressed as follows:

CAMBRIDGE REAL ESTATE SERVICES
1107 NW 14th AVENUE
PORTLAND, OR 97209

Or to such other location as the Property Sponsor/Developer or Property Management directs.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ren Scammon, Program Manager I, and Health and Human Services Agency.

ARTICLE XV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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ARTICLE XVI

Change of Address: In the event of a change in address for Contractor's/Consultant's principal place of business, Contractor's/Consultant's Agent for Service of Process, or Notices to Contractor/Consultant, Contractor/Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Memorandum of Understanding 123-M1510 between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Ren Scammon Dated: 9/3/14
Ren Scammon, Program Manager I
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: D. Ashton Dated: 9/3/14
Donald Ashton, M.P.A., Director
Health and Human Services Agency

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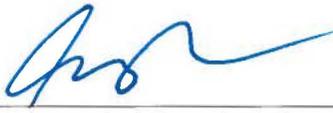
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding 123-M1510 on the dates indicated below.

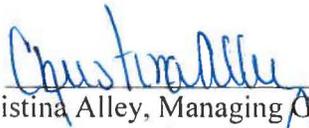
-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office

-- PROJECT SPONSOR/DEVELOPER --

SLT PACIFIC ASSOCIATES
A CALIFORNIA LIMITED PARTNERSHIP

By:  _____ Dated: September 5, 2014
Caleb Roope, Administrative General Partner
"Project Sponsor/Developer"

By:  _____ Dated: September 3, 2014
Christina Alley, Managing General Partner
"Project Sponsor/Developer"

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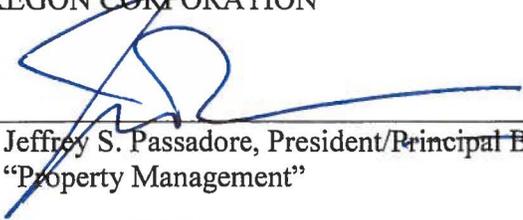
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-- PROPERTY MANAGEMENT --

CAMBRIDGE REAL ESTATE SERVICES
d.b.a. CAMBRIDGE RES, Inc.
AN OREGON CORPORATION

By: 
Jeffrey S. Passadore, President/Principal Broker
"Property Management"

Dated: 9/4/14

By: _____
Corporate Secretary

Dated: _____

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