



Jeannette Lyon <jeannette.lyon@edcgov.us>

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## Stephan Daues as Authorized Signer

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Jesse Ozanian <jozanian@mercyhousing.org>  
To: Jeannette Lyon <jeannette.lyon@edcgov.us>

Wed, Apr 30, 2014 at 4:10 PM

Hi Jeannette,

Mercy Housing California 55's general partner is Sunset Lane LLC (see LP-2 attached, the filed copy is hard to read, so I attached 2 versions)

Sunset Lane LLC's sole member is Mercy Housing Calwest (See Sunset Lane LLC Operating Agreement, Article IX)

And finally, see attached Calwest officers resolution certifying that Stephan Daues is a Vice President!

Let me know if you have any questions about any of the material.

Thanks,

Jesse

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**From:** Jeannette Lyon [mailto:jeannette.lyon@edcgov.us]  
**Sent:** Tuesday, April 29, 2014 3:16 PM  
**To:** Jesse Ozanian  
**Subject:** Re: Mercy Housing - Sunset Lane & Becken Lane IOD's

Yes please.

Thank you,

Jeannette Lyon

LP-2

Amendment to Certificate of Limited Partnership (LP)

To change information of record for your LP, fill out this form, and submit for filing along with:

- A \$30 filing fee,
- A separate, non-refundable \$15 service fee, if you drop off the completed form.

Items 3-7: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

1 LP's File No. (Issued by CA Secretary of State): 201129700006

2 LP's Exact Name (on file with CA Secretary of State): Mercy Housing California 55, a California Limited Partnership

3 New LP Name:

The new LP name: must end with "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp."

4 New LP Office Address in California:

street address city (no abbreviations) state zip CA

5 New Agent/Address for Service of Process: (The agent must be a CA resident or qualified 1505 corporation in CA.)

a. Agent's name:

b. Agent's address: street address (if agent is not a corporation) city (no abbreviations) state zip CA

6 General Partner Changes:

a. New general partner: Sunset Lane Apartments LLC 1360 Mission St., Ste. 300 San Francisco CA 94103

b. Address change: name new address city (no abbreviations) state zip

c. Name change: Old name: New name:

d. Name of dissociated general partner: Mercy Housing Calwest

7 Dissolved LP: (Either check box a or check box b and complete the information. Note: To terminate the LP, also file a Certificate of Cancellation (Form LP-4/7), available at www.sos.ca.gov/business/be/forms.htm.)

- a. [ ] The LP is dissolved and wrapping up its affairs.
b. [ ] The LP is dissolved and has no general partners. The following person has been appointed to wrap up the affairs of the LP:

name address city (no abbreviations) state zip

8 Read and sign below: This form must be signed by (1) at least one general partner; (2) by each person listed in item 6a; and (3) by each person listed in item 6d if that person has not filed a Certificate of Dissociation (Form LP-101). If item 7b is checked, the person listed must sign. If a trust, association, attorney-in-fact, or any other person not listed above is signing, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this amendment.

I declare that I am the person who signed this form and that signing this form is my act.

\*\*\*SEE ATTACHED\*\*\*

Sign here Print your name here Date

Sign here Print your name here Date

Make check/money order payable to: Secretary of State
We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).

By Mail
Secretary of State
Business Entities, P.O. Box 944225,
Sacramento, CA 94244-2250

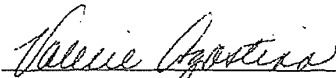
Drop-Off
Secretary of State
1500 11th St., 3rd Floor,
Sacramento, CA 95814

**ATTACHMENT TO  
AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP  
FORM LP-2**

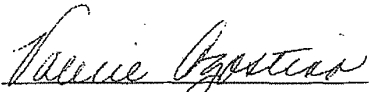
| <b>File Number</b>                                | <b>Entity Name</b>   |
|---|--|
| 1. Secretary of State File Number<br>201129700006 | 2. Name of Limited Partnership<br>Mercy Housing California 55, a<br>California Limited Partnership |

**15. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT,  
WHICH EXECUTION IS MY ACT AND DEED.**

December 1, 2011  
Date

  
\_\_\_\_\_

By: Valerie Agostino, the Vice President  
of Mercy Housing Calwest, dissociated general partner

  
\_\_\_\_\_

By: Valerie Agostino, the Vice President  
of Mercy Housing Calwest, the sole member of  
Sunset Lane Apartments LLC, the general partner

**LP-2 Amendment to Certificate of Limited Partnership (LP)**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

DEC 01 2011

To change information of record for your LP, fill out this form, and submit for filing along with:

- A \$30 filing fee,
- A separate, non-refundable \$18 service fee, if you drop off the completed form.

Items 3-7: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

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For questions about this form, go to [www.sos.ca.gov/business/berfiling-lpa.htm](http://www.sos.ca.gov/business/berfiling-lpa.htm)

|   |  |
|---|--|
| <p>① LP's File No. (issued by CA Secretary of State):<br/><b>201129700006</b></p> | <p>② LP's Exact Name (on file with CA Secretary of State):<br/>Mercy Housing California 55, a California Limited Partnership</p> |
|---|--|

③ New LP Name: \_\_\_\_\_  
The new LP name must end with "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp."

④ New LP Office Address in California:

|                |                         |    |       |     |
|----------------|-------------------------|----|-------|-----|
| street address | city (no abbreviations) | CA | state | zip |
|----------------|-------------------------|----|-------|-----|

⑤ New Agent/Address for Service of Process: (The agent must be a CA resident or qualified 1505 corporation in CA.)

a. Agent's name: \_\_\_\_\_

b. Agent's address: \_\_\_\_\_ CA  
street address (if agent is not a corporation) city (no abbreviations) state zip

⑥ General Partner Changes:

a. New general partner: Sunset Lane Apartments LLC 1360 Mission St., Ste 300, San Francisco, CA 94103  
name address city (no abbreviations) state zip

b. Address change: \_\_\_\_\_  
name new address city (no abbreviations) state zip

c. Name change: Old name: \_\_\_\_\_ New name: \_\_\_\_\_

d. Name of dissociated general partner: Mercy Housing Calwest

⑦ Dissolved LP: (Either check box a or check box b and complete the information. Note: To terminate the LP, also file a Certificate of Cancellation (Form LP-4/7), available at [www.sos.ca.gov/business/berforms.htm](http://www.sos.ca.gov/business/berforms.htm).)

a.  The LP is dissolved and wrapping up its affairs.

b.  The LP is dissolved and has no general partners. The following person has been appointed to wrap up the affairs of the LP: \_\_\_\_\_  
name address city (no abbreviations) state zip

⑧ Read and sign below: This form must be signed by (1) at least one general partner; (2) by each person listed in item 6c; and (3) by each person listed in item 6d if that person has not filed a Certificate of Dissociation (Form LP-101). If item 7b is checked, the person listed must sign. If a trust, association, attorney-in-fact, or any other person not listed above is signing, go to [www.sos.ca.gov/business/berfiling-lpa.htm](http://www.sos.ca.gov/business/berfiling-lpa.htm) for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this amendment.

I declare that I am the person who signed this form and that signing this form is my act.

\*\*\*SEE ATTACHED\*\*\*

|           |                      |      |
|-----------|----------------------|------|
| Sign here | Print your name here | Date |
| Sign here | Print your name here | Date |

|   |  |  |
|---|--|--|
| <p>Make check/money order payable to: Secretary of State<br/>We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).</p> | <p><b>By Mail</b><br/>Secretary of State<br/>Business Entities, P.O. Box 944225,<br/>Sacramento, CA 94244-2250</p> | <p><b>Drop-Off</b><br/>Secretary of State<br/>1500 11th St., 3rd Floor,<br/>Sacramento, CA 95814</p> |
|---|--|--|

Corporations Code § 16902.02  
LP-2 (REV 09/2010)

2010 California Secretary of State  
[www.sos.ca.gov/business/](http://www.sos.ca.gov/business/)

**ATTACHMENT TO  
AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP  
FORM LP-2**

| <b>File Number</b>                                       | <b>Entity Name</b>  |
|--|---|
| <b>1. Secretary of State File Number</b><br>201129700006 | <b>2. Name of Limited Partnership</b><br>Mercy Housing California 55, a<br>California Limited Partnership |

**15. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT,  
WHICH EXECUTION IS MY ACT AND DEED.**

December 1, 2011  
Date

*Valerie Agostino*

By: Valerie Agostino, the Vice President  
of Mercy Housing Calwest, dissociated general partner

*Valerie Agostino*

By: Valerie Agostino, the Vice President  
of Mercy Housing Calwest, the sole member of  
Sunset Lane Apartments LLC, the general partner

2011-29700006



I hereby certify that the foregoing  
transcript of 12 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

DEC 23 2011

Date: \_\_\_\_\_

*Debra Bowen*

DEBRA BOWEN, Secretary of State

## OPERATING AGREEMENT

FOR

### SUNSET LANE APARTMENTS LLC

*The undersigned*, the sole member of the company, does hereby enter into this contract and operating agreement for operation of the above named limited liability company, hereinafter referred to as the "Company."

#### I

##### Contract and Intent of the Parties

This operating agreement ("Agreement") is a contract between its parties (the member and the Company) and is enforceable against any party who violates its terms. All members must sign this operating agreement as a condition precedent of membership.

It is the specific intent of the parties to this Agreement to form a limited liability company that is to be treated as a disregarded entity until additional members, if any, gain membership and then the intent is that the entity be classified as a partnership for federal income tax purposes.

#### II

##### Members

Each member of this Company shall be a "Qualified Organization" which shall mean an organization that is exempt under Section 501(c)(3) of the Internal Revenue Code or under Section 23701(d) of the California Revenue and Taxation Code and that qualifies for exemption under Section 214 of the California Revenue and Taxation Code. Each "Qualifying Organization" shall have a valid, unrevoked letter from the Internal Revenue Service or the Franchise Tax Board, stating that it qualifies as an exempt organization under section 501(3) of the Internal Revenue Code or under section 23701(d) of the California Revenue and Taxation Code.

Each member is prohibited from transferring, directly or indirectly, its member interest to any person or entity which is not a Qualified Organization.

### III

#### Office

The principal office of the Company in California is located at 1360 Mission Street, Suite 300, San Francisco, CA 94103, Attn: President. The Company may have such other offices, either within or without the state as the members may designate or as the business of the Company may require. The registered office of the Company as required by the Act to be maintained in the State of California may be, but need not be, identical with the principal office, if within the State of California, and may be changed from time to time by the members.

### IV

#### Purpose

The Company is formed for the purpose of operating exclusively for one or more exempt purposes as specified in section 214 of the California Revenue and Taxation Code pursuant to the provisions of the Beverly-Killea Limited Company Act, codified in the California Corporation Code, et. seq., as the same may be amended from time to time (the "Act") upon the terms and conditions contained in this Agreement. The rights and obligations of the members are as provided in the Act, except as provided herein.

The Company is organized and operated exclusively to further the following specific charitable purposes of its members: (1) to provide housing for low income persons, where no adequate housing exists for such groups; and (2) to serve as a general partner in a limited partnership which owns and operates housing for the benefit of low income persons who are in need of affordable, decent, safe and sanitary housing and related services.

### V

#### Duration of the Company

The Company shall commence on the date of the filing of the articles of organization with the Office of the California Secretary of State and shall exist in perpetuity unless otherwise dissolved pursuant to the terms of this Agreement.

### VI

#### Limitation of Company Activities

Notwithstanding any other provision of this Agreement, the Company is organized and operated exclusively to further exempt purposes as specified in Section 214 of the California



Revenue and Taxation Code. Any amendments to this Agreement and the articles of organization shall be consistent with the exempt purposes as specified in Section 214 of the California Revenue and Taxation Code.

## VII

### **Dedication of Property**

All real and personal property owned by the Company shall be owned by and in the name of the Company and is irrevocably dedicated to one or more exempt purposes as set forth in Sections 214 or 214.01 of the California Revenue and Taxation Code. No member shall have any ownership interest in such property in its individual name or right. Each member's interest in the Company shall be personal property.

## VIII

### **Allocation of Profits and Losses**

The sole member has a 100% interest in capital, profits and losses. With only one member, the entity does not have standing for federal partnership tax treatment, but rather is treated as a disregarded entity. Therefore, the sole member treats the profits and losses for federal income tax purposes on the member's tax returns. Notwithstanding anything to the contrary, no distribution shall be made to any member which ceases to be a Qualified Organization.

## IX

### **Capital Contributions**

The Company shall have a single member, Mercy Housing Calwest, a California nonprofit public benefit corporation and Qualified Organization, which shall own 100% of the beneficial interest in the business and Company and shall make such capital contributions as it determines.

## X

### **Rights and Duties of the Parties**

This entity is to be managed by the sole member.

## **XI**

### **Costs and Expenses**

The member shall determine the compensation and expenses payable by the Company. The member may act in any capacity and serve with or without compensation.

## **XII**

### **Indemnification**

The member may indemnify any member, manager, employee or agent against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with action, suit or proceeding, if the member determines that it acted in good faith in a manner reasonably believed to be in the best interest of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, will not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

## **XIII**

### **Banking**

All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by the member. All withdrawals therefrom are to be made upon written bank instruments which must be signed by member.

## **XIV**

### **Books**

The Company books shall be maintained at the Company offices located at 1360 Mission Street, Suite 300, San Francisco, CA 94103, to be retained by the entity. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each tax year. The Company hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into the books. The Company is to furnish copies of annual financial statements to the member to enable it to prepare its annual tax returns in a timely manner.

## XV

### **Insurance**

During the course of the term for which this Company is formed, the Company shall carry liability insurance in such amounts as are deemed appropriate by the member.

## XVI

### **Voluntary Termination**

If the Company is dissolved the member shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

A. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations; and

B. To an entity organized and operated exclusively for exempt purposes, as specified in Section 214 of the California Revenue and Taxation Code, and which has established tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, or under Section 23701(d) of the California Revenue and Taxation Code.

## XVII

### **Distributions**

Prior to dissolution and at least annually as income is received by the Company, its accounts determined and tax returns filed, the member shall determine funds available for distribution. Upon liquidation, a reasonable reserve as determined by the member in amount shall be established to cover follow-on or subsequent complaint and warranty construction requirements, if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangement made for performance of such services as may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

## XVIII

### **Foreign Qualification**

Management shall not permit the Company to engage in any business outside the State of California unless and until the Company has complied with the requirements necessary to qualify

the Company as a foreign limited liability company in the jurisdiction in which the Company shall conduct business.

## **XIX**

### **Merger**

Management shall not permit the Company to merge or combine with, or convert into an entity organized for the private gain of any person.

**IN WITNESS WHEREOF**, the sole member has executed this operating agreement effective as of December 1, 2011.

Mercy Housing Calwest,  
a California nonprofit public benefit corporation

By: *Valerie Agostino*  
Valerie Agostino  
Vice President

**CERTIFICATE OF RESOLUTION  
MERCY HOUSING CALWEST**

At a duly constituted meeting of Mercy Housing Calwest, a California non-profit public benefit corporation (the "**Corporation**"), which was held on the **15<sup>th</sup> day of November, 2012**, the following resolutions were adopted:

WHEREAS, this Corporation has the authority to appoint officers of this Corporation, other than the President, which is appointed by Mercy Housing California (the "**Corporate Member**") per its reserved right; and

WHEREAS, the Corporate Member has appointed the President of the Corporation pursuant to its reserved right; and

WHEREAS, the Bylaws of this Corporation provide that "[t]he President shall execute all documents on behalf of this Corporation unless the Board has generally or specifically delegated the authority to execute . . . to another officer of this Corporation"; and

WHEREAS, it is in the best interest of this Corporation that not only the President, but also the Vice Presidents, Treasurer, Secretary, and Assistant Secretary of the Corporation have the authority and responsibility to carry on the business of the Corporation in an expeditious manner; and

WHEREAS, it is deemed to be in the best interest of the Corporation to consent to the following slate of officers of the Corporation for 2013:

|                  |                |
|------------------|----------------|
| President:       | Jane Graf      |
| Vice Presidents: | Lillian Murphy |
|                  | Val Agostino   |
|                  | Stephan Daues  |
|                  | Barbara Gualco |
|                  | Ed Holder      |
|                  | Ben Phillips   |
|                  | Doug Shoemaker |
|                  | Steve Spears   |
| VP/Treasurer:    | Vince Dodds    |
| Secretary:       | Amy Bayley     |
| Asst. Secretary: | Joe Rosenblum  |

; and

WHEREAS, it is deemed to be in the best interest of the Corporation to consent to the following slate of officers of the Board for 2013:

|              |                |
|--------------|----------------|
| Chairperson: | Val Agostino   |
| Vice Chair:  | Doug Shoemaker |

IT IS HEREBY RESOLVED, that the above slate of officers of the Corporation for 2013 is approved by acclamation;

FURTHER RESOLVED, that the above slate of officers of the Board for 2013 is approved by acclamation;

FURTHER RESOLVED, that the President, any Vice President, the Treasurer, the Secretary, and the Assistant Secretary of the Corporation shall have authority and may execute and deliver any contracts, agreements, or legal instruments prudent and necessary to carry on the day to day business of this Corporation;

FURTHER RESOLVED, that all assignments, documents, certificates and instruments executed and delivered and all other actions taken by any of the officers of the Corporation in connection with any of the foregoing matters prior to the date hereof be, and they hereby are, approved, adopted, authorized, ratified and confirmed in all respects; and

FURTHER RESOLVED, that each of the officers of the Corporation, including the Assistant Secretary, is hereby individually authorized to certify that the Corporation has adopted any such resolutions as of any applicable date and any addressee of such certificate is hereby authorized to rely upon such certificate until formally advised by a like certificate of any changes therein, and is authorized to rely on such additional certificates.

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution adopted by the Board of Directors of the Corporation at a meeting of said Board held on the aforementioned date, and that said Resolution is in full force and effect, and that the Corporation has, and at the time of the adoption of said Resolution had, full power and authority to act on behalf of the Corporation and to appoint the said officer(s) therein named who have full power and lawful authority to exercise the same.

Dated: 1-15-13



Vince Dodds, Vice President/Treasurer