

EXHIBIT A**[LEGAL DESCRIPTION]**

A parcel of land located in Block 263, CITY OF PORTLAND, and a strip adjacent on the North, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the West line of SW 11th Avenue, a distance of 150 feet Northerly from the North line of SW Jefferson Street; thence Northerly along said West line 80 feet; thence Westerly parallel with the North line of SW Jefferson Street 100 feet to the true point of beginning; thence Westerly parallel with the North line of SW Jefferson Street 100 feet to the East line of SW 12th Avenue; thence Southerly along said East line 142.35 feet, more or less, to a point 87.65 feet Northerly of the North line of SW Jefferson Street, said point being on the South line of the tract of land awarded to John Francis in Partition Suite of Lloyd Brook vs. Rufus Ingalls, et al, Suit No. 1521, recorded April 15, 1874 in Book Y Page 68, Deed Records; thence Easterly along said South line 100 feet, more or less, to the East line of Lot 6 Block 265, CITY OF PORTLAND; thence Northerly to the true point of beginning.

Exhibit B
Terms of PHB Financing

185577

Borrower:	CSP-1200 Limited Partnership (or affiliated entity)													
Source:	South Park Blocks URA FY 2012-13													
Type and Amount:	\$3,400,000 - Cash Flow Note (CFN)													
Interest Rate:	0% during construction, 2% during Permanent Period; no interest accrual during first 10 years of Permanent Period.													
Term:	<p>Construction Period: 18 months, with one six month administrative extension available upon written request by borrower so long as the loan is in good standing.</p> <p>Permanent Loan: 60 years after completion of the Permanent Period.</p>													
Repayment:	Permanent Loan: Excess cash flow available cushion of the greater of \$600 per unit or 15% of Permitted Loan Payments													
Collateral:	Subordinate trust deed (2 nd position)													
Cash Flow Sharing:	<p>PHB will receive 50% of excess cash flow, after the following:</p> <p>Priority Payments:</p> <ul style="list-style-type: none"> • Years 1 through 15, investor services (asset mgmt) fee of \$5,000 escalating at 3% per year, may accrue; • Through Year 15, unpaid credit adjusters; • Through Year 15, amount sufficient to pay federal income taxes of taxable income allocated to the Limited Partner; • Through Year 15, amount sufficient to pay limited partner loan made for Excess Project Costs, Development Costs, Operating Deficit Guaranty, Tax Credit Guaranty; and • Through Year 15, replenish operating reserves, if needed. 													
Cost Savings:	<p>Cost savings will be split between PHB and Borrower(s) as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Hard costs</th> <th style="width: 20%;">Soft costs</th> </tr> </thead> <tbody> <tr> <td>Borrower</td> <td style="text-align: center;">75%</td> <td></td> </tr> <tr> <td>PHB</td> <td style="text-align: center;">25%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Cost saving split on income during Rehab Period is waived.</td> <td></td> <td></td> </tr> </tbody> </table>			Hard costs	Soft costs	Borrower	75%		PHB	25%	100%	Cost saving split on income during Rehab Period is waived.		
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Disbursements:	PHB will have an accelerated pay in schedule initially, up to 50% at loan closing, then pari passu with other funders. Retainage will be 5% per draw held until expiration of the 75 day lien waiver period.													
Developer Fee:	The combined capitalized developer fee (currently forecast at \$1,284,156) is payable according to PHB policy, or per investor requirement (whichever is more conservative) is 35% at closing, 55% throughout course of construction, and 10% at completion.													

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Sponsor Equity:	Deferred developer fee of \$1,558,334, \$1,336,000 OHCS preservation grant, \$127,000 of local grants, and \$955,960 of residual receipts.
Replacement Reserves:	In addition to a capitalized reserve, replacement reserves are set at \$350 per unit per year by the end of Year 1 of the Permanent Period, escalating at 3% per annum thereafter. An additional \$89,000 per year escalating at 3% shall be deposited starting in year 21 of the Permanent Period. PHB shall be party to reserves agreement during term of the PHB affordability covenant.
Recourse	With recourse during construction, thereafter without recourse.
Change Orders	\$5,000 per occurrence, \$25,000 cumulatively.