

Exhibit K

LIMITED COMPLETION GUARANTY

This Limited Completion Guaranty ("Guaranty") is made as of March 15, 2022, by Related Development Company of California LLC, a California limited liability company ("Guarantor") in favor of San Bernardino County, a political subdivision of the State of California ("County").

RECITALS

A. WHEREAS, the County and Rialto Metrolink South Housing Partners, L.P., a California limited partnership (the "Developer"), entered into that certain HOME Loan Agreement, dated March 15, 2022, as such may be amended (the "Loan Agreement"), in which the Developer agreed to construct a 55-unit affordable rental project for Very Low and Low-Income Households (the "Project") in accordance with the terms and conditions of the Loan Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement;

B. WHEREAS, the Project is to be constructed on 1.59 acre site as more fully described in Exhibit A attached hereto and incorporated herein by this reference ("Project Site" or the "Property");

C. WHEREAS, pursuant to the Loan Agreement, the County agreed to make a loan to the Developer in the maximum principal amount of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) (the "Loan") to assist in the financing of the development of the Project. The Loan is evidenced by a promissory note and secured by a deed of trust encumbering Developer's fee interest in the Project Site (together with the Loan Agreement, the "Loan Documents"); and

E. WHEREAS, Guarantor is an Affiliate of the Developer, has a substantial financial interest in the business and affairs of the Developer and it will receive substantial economic benefit should the Developer be permitted to develop the Project in the manner and in accordance with the terms of the Loan Agreement.

F. WHEREAS, this Guaranty is in addition to a Guaranty provided to the County by National Community Renaissance of California.

THEREFORE, to induce County to enter into the Loan Agreement and to provide the Project funding contemplated thereunder, including but not limited to the Loan and in consideration thereof, Guarantor unconditionally guarantees, promises and agrees as follows:

1. Loan Agreement. Guarantor acknowledges receipt of a copy of the Loan Agreement and all of the instruments described therein and/or attached thereto. The Loan Agreement is incorporated herein by this reference as though fully set forth herein. Loan Agreement as used herein shall mean, refer to and include the Loan Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments, and attachments thereto, all of

which are incorporated herein by this reference, heretofore or hereinafter entered into by the County and Developer or other documents expressly incorporated by reference in the Loan Agreement.

2. Guaranty. Guarantor hereby guarantees the performance by the Developer of its obligation to complete construction of the Project pursuant to the terms and conditions set forth in Article 3 of the Loan Agreement, subject to all applicable extensions, notices and cure rights. Without limiting the generality of the foregoing, Guarantor absolutely and unconditionally guarantees that: (a) such construction shall be completed within the time limits set forth in the Loan Agreement, subject to force majeure delays; (b) the Project shall be constructed and completed substantially in accordance with the Construction Plans (as defined in Section 1.1(y) of the Loan Agreement) and the other provisions of the Loan Agreement, as the same may be modified from time to time in accordance with the Loan Agreement; (c) the Project shall be constructed and completed free and clear of any mechanic's liens, materialmen's liens and equitable liens; (d) all costs of construction shall be paid prior to delinquency; and (e) the Project funding provided by the County shall be and remain available for disbursement free and clear of any stop notices. Notwithstanding anything to the contrary contained herein, the total liability of the Guarantor under this Guaranty shall not exceed the amount of the Developer Fee due to be paid to Guarantor under that certain Development Fee Agreement by and among the Guarantor, National Community Renaissance of California, a California nonprofit public benefit corporation and the Developer.
3. Lien Free Completion. Completion of construction of the Project free and clear of liens shall be deemed to have occurred and all obligations of Guarantor shall terminate upon the earliest to occur of: (a) (i) County's receipt of a written statement or certificate executed by the Certified Access Specialist certifying that the County-Assisted Units have been designed in compliance with Section 2.6 (c)(12) of the Loan Agreement; (ii) Developer receipt of all required occupancy permit(s) for the Project issued by the local government agency having jurisdiction and authority to issue same, and (iii) the expiration of the statutory period(s) within which valid mechanic's liens, materialmen's liens and/or stop notices may be recorded and/or served by reason of the construction of the Project, or, alternatively, County's receipt of valid, unconditional releases thereof from all persons entitled to record said liens or serve said stop notices; or (b) County's receipt of such other evidence of lien free completion as County deems satisfactory in its reasonable discretion; or (c)(i) issuance of a Certificate of Completion for the Project in accordance with Section 3.13 of the Loan Agreement, and (ii) the expiration of the statutory period(s) within which valid mechanic's liens, materialmen's liens and/or stop notices may be recorded and/or served by reason of the construction of the Project, or, alternatively, County's receipt of valid, unconditional releases thereof from all persons entitled to record said liens or serve said stop notices.
4. Obligations of Guarantor Upon Default By Developer. If the construction is not commenced and completed within the time required by the Loan Agreement, or if prior to the expiration of the time limits for said completion set forth in the Loan Agreement, construction of the Project should cease or be halted prior to completion and such cessation or halt constitutes an Event of Default (as defined in the Loan Agreement) (subject to all applicable extensions, notice and cure rights), Guarantor shall, promptly upon written demand of County, but in no event later than thirty (30) days of receipt of written demand of the County: (a) diligently

proceed to complete construction of the Project at Guarantor's sole cost and expense; (b) fully pay and discharge all claims for labor performed and material and services furnished in connection with the construction of the Project; and (c) release and discharge all claims of stop notices, mechanic's liens, materialmen's liens and equitable liens that may arise in connection with the construction of the Project; and (d) reimburse the County for any and all costs of enforcement of this Guaranty incurred by the County. County's shall make the undisbursed Loan funds available to Guarantor (pursuant to the terms and conditions of the Loan Agreement) for the purposes of completing construction and fulfilling Guarantor's other obligations under this Guaranty. Notwithstanding anything to the contrary contained herein, the total liability of the Guarantor under this Guaranty shall not exceed the amount of the Developer Fee due to be paid to Guarantor under that certain Development Fee Agreement by and among the Guarantor, National Community Renaissance of California, a California nonprofit public benefit corporation and the Developer.

5. In the event that any bankruptcy, insolvency, receivership, or similar proceeding is instituted by or against the Developer or in the event that the Developer, becomes insolvent, makes an assignment for the benefit of creditors, or attempts to effect a composition with creditors, then, at County's election, without notice or demand, the obligations of Guarantor created hereunder shall become due, payable, and enforceable against Guarantor. County shall not be required to, and Guarantor hereby waives any and all rights to require County to, prosecute, or seek to enforce any remedies against any other party liable to County on account of the obligations of Guarantor created hereunder.
6. Guarantor hereby authorizes County, after the occurrence of an Event of Default under the Loan Agreement, without notice or demand and without affecting its liability hereunder, from time to time to: (a) approve modifications to the plans and specifications so long as such modifications do not materially increase the cost of constructing the Project nor materially increase the time necessary to complete the Project; (b) change the terms or conditions of disbursement of the Loan and the Grant so long as such changes do not materially interfere with Developer's ability to construct the Project as and when required under the Loan Documents; (c) release or substitute any one or more endorser(s) or guarantor(s); (d) assign, in conjunction with the Loan Agreement, without notice, this Guaranty in whole or in part and/or County's rights hereunder to anyone at any time; and (e) notwithstanding the foregoing, with notice to Guarantor and Developer, otherwise modify the Project Documents. Guarantor agrees that County may do any or all of the foregoing in such manner, upon such terms, and at such times as County, in its discretion, deems reasonably necessary, Guarantor hereby consents to each and all of the foregoing acts, events, and/or occurrences.
7. Guarantor hereby waives any right of subrogation Guarantor has or may have as against any other party with respect to the Obligations. In addition, Guarantor hereby waives any right to proceed against any other party, now or hereafter, for contribution, indemnity, reimbursement, and any other suretyship rights and claims, whether direct or indirect, liquidated or contingent, whether arising under express or implied contract or by operation of law, which Guarantor may now have or hereafter have as against any other party with respect to the Obligations. Guarantor agrees that in light of the immediately foregoing waivers, the execution of this Guaranty shall not be deemed to make Guarantor a "creditor" of the

Developer under the Loan, and that for purposes of Sections 547 and 550 of the United States Bankruptcy Code of Sections 547 and 550 of the United States Bankruptcy Code (11 U.S.C. §§547, 550), Guarantor shall not be deemed a "creditor" of the Developer under the Loan due to the execution of this Guaranty. Notwithstanding the above, after satisfaction by the Guarantor of the Obligations set forth above, the waivers of Guarantor in this Section 7 shall not apply to the rights of the Guarantor against the Developer' general contractor(s) or any surety under any payment and performance bonds obtained by the Developer' general contractor(s) for construction of the Project.

8. Guarantor hereby waives any defense arising by reason of any claim based upon an election of remedies by County, which, in any manner impairs, affects, reduces, releases, destroys, and/or extinguishes Guarantor's subrogation rights, rights to proceed against any other party for reimbursement, and/or any other rights of Guarantor to proceed against any other guarantor, or against any other person or security. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness, and all other notices of formalities to which Guarantor may be entitled.
9. The Guarantor represents and warrants that: (a) it has a financial interest in the Developer; (b) it has examined or has had an opportunity to examine documents referred to herein; (c) it has full power, authority and legal right to execute and deliver this Guaranty, (d) this Guaranty is a binding legal obligation of the Guarantor; (e) there is no litigation pending or to the best of the Guarantor's knowledge, threatened against the Guarantor that would have a material effect on the Guarantor's ability to satisfy its obligations under this Guaranty; and (f) no other fact or circumstance exists, which would diminish or negate the liability of the Guarantor to the Lender hereunder, or materially impair its ability to perform its obligations, and neither execution or delivery of this Guaranty nor compliance with the terms hereof will conflict with, or constitute a breach of or default under any agreement or instrument to which the Guarantor may be a party.
10. Until such time as this Guaranty shall have been terminated, the Guarantor shall provide to the County on each anniversary date hereof its financial statements in such form and detail as may be reasonably requested by the Lender. The Guarantor also agrees to provide the County with financial statements at such other times as may be reasonably requested by the County.
11. No modification of this Guaranty shall be effective for any purposes unless it is in writing and executed by County. This Guaranty merges all negotiations, stipulations, and provisions relating to the subject matter of this Guaranty which preceded or may accompany the execution of this Guaranty.
12. Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by County in the enforcement of this Guaranty or in any way arising out of, following, or consequential to the enforcement of the obligations hereunder, whether under this Guaranty or otherwise.

13. Remedies. If Guarantor fails to promptly perform its obligations under this Guaranty, County shall have, all rights in law and equity, including but not limited to the following remedies:
- a. At County's option, and without any obligation to do so, to proceed to perform on behalf of Guarantor any or all of Guarantor's obligations and Guarantor shall, upon demand once construction is actually completed by County, pay to County all sums expended by County in performing Guarantor's obligations together with interest thereon at the highest rate specified in the Loan Agreement; and
 - b. Thirty (30) days after notice to Guarantor of the failure of Guarantor to complete the construction of the Project, and without first requiring performance by the Developer or exhausting any or all security for the Loan, to bring any action at law or in equity or both to compel Guarantor to perform its obligations hereunder, and to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by County as a direct consequence of the failure of Guarantor to perform its obligations.
14. Subordination. Guarantor subordinates all present and future indebtedness owing by Developer to Guarantor to the obligations at any time owing by Developer to County under the Note and the other Loan Agreement. Guarantor assigns all such indebtedness to County as security for this Guaranty, the Note and the Loan Agreement. Guarantor agrees to make no claim for such indebtedness until all obligations of Developer under the Note and the other Loan Documents have been fully discharged. Guarantor further agrees not to assign all or any part of such indebtedness unless County is given prior notice and such assignment is expressly made subject to the terms of this Guaranty.
15. Additional, Independent and Unsecured Obligations. This Guaranty is independent of the obligations of Developer under the Note, the Deed of Trust and the other Loan Documents, and is also independent of any other guarantee provided to the County. County may bring a separate action to enforce the provisions hereof against Guarantor without taking action against Developer or any other party or joining Developer or any other party as a party to such action. Except as otherwise provided in this Guaranty, this Guaranty is not secured and shall not be deemed to be secured by any security instrument unless such security instrument expressly recites that it secures this Guaranty.
16. Rules of Construction. If this Guaranty is executed by more than one person, the term "Guarantor" shall include all such persons. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and vice versa. All headings appearing in this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.
17. Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California, except to the extent preempted by federal laws. Guarantor and all persons and entities in any manner obligated to County under this Guaranty consent to the jurisdiction of any federal or state court within the State of California having proper

venue and also consent to service of process by any means authorized by California or federal law.

18. Miscellaneous. The provisions of this Guaranty will bind and benefit the heirs, executors, administrators, legal representatives, nominees, successors and assigns of Guarantor and County. The death of any officer of Guarantor and their incapacity, lack of authority, or disability shall not terminate or otherwise impair this Guaranty. The liability of all persons and entities who are in any manner obligated hereunder shall be joint and several. If any provision of this Guaranty shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Guaranty and the remaining parts shall remain in full force as though the invalid, illegal or unenforceable portion had never been part of this Guaranty.

19. Any notice or other communication given or made pursuant to this Guaranty shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) telecopied, (iii) sent by overnight express delivery, or (iv) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

Lender: San Bernardino County
Community Development and Housing Agency
385 North Arrowhead Ave, Third Floor
San Bernardino, CA 92415-0043
Attention: Community Development and Housing Director

Guarantor: Related Development Company of California LLC
c/o The Related Companies of California, LLC
18201 Von Karman Avenue, Suite 900
Irvine, CA 92612
Attn: Frank Cardone

20. Notwithstanding anything contained in this Guaranty to the contrary, County acknowledges and agrees that this Guaranty is subject and subordinate to any prior and superior guaranty made by Guarantor in favor of Senior Lenders under the Approved Affordable Housing Financing Plan, if any.

[signature on following page]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date appearing on the first page of this Guaranty.

"GUARANTOR"

Related Development Company of California, a
California limited liability company

By: _____
Frank Cardone, its President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIALTO IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL B OF CERTIFICATE OF COMPLIANCE NO. 57, IN THE CITY OF RIALTO IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 7, 1988 AS INSTRUMENT NO. 88-298796 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 8173, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 88, PAGES 67 AND 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 50 FEET OF PARCEL 2 OF SAID PARCEL MAP NO 8173.

ALSO PARCEL 3 OF PARCEL MAP NO. 8173, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 88, PAGES 67 AND 68 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND GRANTED TO THE CITY OF RIALTO IN DEED RECORDED JANUARY 03, 2019 AS INSTRUMENT NO. 2019-0002832 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED AND EXCEPTED IN THE DEED FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION RECORDED MAY 10, 1982 AS INSTRUMENT NO. 82-090875 OF OFFICIAL RECORDS.

APNS (0131-021-42-0-000, 0131-021-40-0-000)