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**SUBORDINATION AGREEMENT**

**Among**

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,**

**[\_\_\_\_\_], as trustee,**

**CITY OF LOMPOC, AS THE SUCCESSOR HOUSING AGENCY  
TO THE LOMPOC REDEVELOPMENT AGENCY,**

**and**

**LIH ARBOR SQUARE LP**

**Dated as of \_\_\_\_\_, 2019**

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This instrument Prepared By  
and after Recording Return To:

Kutak Rock LLP  
Suite 2750  
303 Peachtree Street, NE  
Atlanta, Georgia 30308  
Attention: Andrew D. Egan, Esq.

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT dated as of \_\_\_\_\_, 2019 (as amended, modified, supplemented or assigned from time to time, this “**Agreement**”) by and among CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a public body and body corporate and politic duly organized and validly existing under the laws of the State of California (together with its permitted successors and assigns, “**Issuer**”), [\_\_\_\_\_], a [\_\_\_\_\_], as trustee (together with its permitted successors and assigns, “**Trustee**” or “**Senior Lender**”), the CITY OF LOMPOC, a municipal corporation, as the Successor Housing Agency to the Dissolved Lompoc Redevelopment Agency (together with its permitted successors and assigns, “**Subordinate Agency**”), and LIH ARBOR SQUARE LP, a limited partnership duly organized and validly existing under the laws of the State of California (together with its permitted successors and assigns, the “**Borrower**”).

### WITNESSETH:

WHEREAS, the Borrower is the owner of certain property located in the City of Lompoc, California, more particularly described on Exhibit A attached hereto, on which the Borrower intends to construct certain improvements consisting of a 126 unit multifamily apartment facility, together with related amenities (such property and the improvements described above are collectively referred to herein as the “**Property**”);

WHEREAS, the Property is being acquired and rehabilitated, in part, with the proceeds of those certain [California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Arbor Square Apartments), Series 2019] issued by the Issuer in the original principal amount of \$38,000,000 (the “**Bonds**”), issued pursuant to an Indenture of Trust of even date herewith between Issuer and Trustee (as amended, modified or supplemented from time to time, the “**Indenture**”), the proceeds of which are being loaned to the Borrower pursuant to the terms of a Loan Agreement dated as of the date hereof between Issuer and the Borrower (as amended, modified or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, the Borrower’s obligations under the Loan Agreement are evidenced by a promissory note dated as of the date of issuance of the Bonds (as amended, modified or supplemented from time to time, the “**Note**”), and are secured by, among other things, a first- priority mortgage lien on the Property granted pursuant to a [Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing] dated as of the date hereof (as amended, modified or supplemented from time to time, the “**Senior Mortgage**,” which, together with the Loan Agreement, the Note and all other agreements contemplated therein or evidencing or securing the Borrower’s obligations under the Loan Agreement are hereinafter collectively referred to as the “**Senior Loan Documents**” and the indebtedness evidenced and secured by the Senior Loan Documents is hereinafter collectively referred to as the “**Senior Indebtedness**”);

WHEREAS, the Property was previously encumbered by that certain Regulatory Agreement given by Pacific American Properties, Inc. to Subordinate Agency dated June 26, 2001 (as amended, modified or supplemented from time to time, the “**Regulatory Agreement**”), which Regulatory Agreement, among other things, imposed use restrictions and affordability requirements on the Property;

WHEREAS, the Regulatory Agreement was recorded in the Official Records of the County of Santa Barbara on December 19, 2001, as Instrument Number 2001-0110286.

WHEREAS, it is a requirement of the Senior Loan Documents that the Senior Mortgage shall be, and remain, liens or charges upon the Property prior and superior to the lien or charge of the Regulatory Agreement and that the Regulatory Agreement be subordinated to the Senior Indebtedness.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and intending to be legally bound hereby, it is hereby declared, understood and agreed by the parties as follows:

1. Subordination of Regulatory Agreement and Payments.

(a) Subordinate Agency declares, agrees and acknowledges that the Senior Mortgage, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby and all advances made pursuant to the Senior Mortgage, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Regulatory Agreement.

(b) Payments due under the Regulatory Agreement are hereby subordinated in right of payment to any and all of the Senior Indebtedness.

2. Exercise of Remedies.

(a) Subordinate Agency declares, agrees, and acknowledges it will not, without the prior written consent of Senior Lender: (i) sue the Borrower or any other obligor under the Regulatory Agreement, (ii) commence any action to foreclose or exercise any power of sale under the Subordinate Mortgage, (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof, (iv) seek or obtain a receiver for the Property or any part or portion thereof, (v) take possession or control of the Property, or collect or accept any rents from the Property, (vi) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property, (vii) initiate or join any other creditor in commencing any Proceeding with respect to the Borrower or any other obligor, (viii) incur any obligation to the Borrower or any other obligor other than as provided in the Regulatory Agreement, (ix) exercise any other remedies under the Regulatory Agreement, or (x) take any other enforcement action against the Borrower or any other obligor or against the Property or any part or portion thereof.

(b) Subordinate Agency agrees Senior Lender shall have, as determined in accordance with and subject to the terms of the Senior Loan Documents, upon the occurrence of an Event of Default under and as defined in the Senior Loan Documents, the right to (i) accelerate or accept prepayment in full or in part of the Senior Indebtedness, (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage, (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof, (iv) seek or obtain a receiver for the Property or any part or portion thereof, (v) take possession or control of the Property, and collect and accept rents from the Property, (vi) sue the Borrower or any other obligor under any of the Senior Loan Documents, (vii) exercise any rights of set-off or recoupment that Senior Lender may have against the Borrower or any other obligor, (viii) exercise any other remedies under the Senior Loan Documents, or (ix) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to Subordinate Agency with respect to the Property, the Borrower, the General Partner or any other obligor.

(c) Subordinate Agency agrees Senior Lender shall have absolute power and discretion, without notice to Subordinate Agency, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to Senior Lender, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided, that Senior Lender shall not increase the principal amount of the indebtedness to which the Subordinate Loan Documents are subordinate (other than increases

resulting from protective advances or payment of Senior Lender's costs) without the prior written consent of Subordinate Agency, which consent shall not be unreasonably withheld or delayed.

(d) Subordinate Agency further agrees, if at any time Subordinate Agency commences any foreclosure proceeding, or commences any action to execute on any lien obtained by way of attachment or otherwise on the Property, or otherwise take any action prohibited under Paragraph 3(a), then Senior Lender shall (unless Senior Lender has consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as Senior Lender may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle Senior Lender to become a party to any proceedings at law or otherwise in or by which Senior Lender may deem it proper to protect its interests hereunder.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Regulatory Agreement to the Senior Loan Documents as provided in this Agreement.

### 3. Bankruptcy Matters.

(a) The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Regulatory Agreement and, insofar as Subordinate Agency is concerned, notwithstanding the fact the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower or any other obligor under the Bankruptcy Code or other applicable federal or state law. In the event of any proceeding, the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Proceeding, even if the claim for such interest and/or fees is not allowed as against the Borrower or any other obligor pursuant to applicable law.

(b) Without the prior written consent of Senior Lender, Subordinate Agency shall not, and Subordinate Agency waives any and all right: (1) to request adequate protection (as that term is defined in the Bankruptcy Code) (and in the event any such adequate protection is awarded to Subordinate Agency, Subordinate Agency hereby assigns any adequate protection in the form of cash to Senior Lender and any adequate protection in the form of a lien on or security interest in the Property or any other Collateral is hereby subordinated to all of Senior Lender's rights, liens or security interests in or to the Property and such other Collateral), (2) to file or support any motion for dismissal or relief from the automatic stay (as defined in the Bankruptcy Code), (3) to request any post-petition interest, (4) to request any sale of Borrower's assets, or (5) to file, propose, support, accept or reject any plan of reorganization of Borrower. Subordinate Agency further agrees, with respect to any Proceeding: (1) it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower or any other obligor without the prior written consent of Senior Lender; (2) Senior Lender may vote in any such Proceeding any and all claims of Subordinate Agency against the Borrower or any other obligor, and Subordinate Agency hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Subordinate Agency in connection with any case by or against the Borrower or any other obligor in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (3) Subordinate Agency shall not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender in good faith or any valuations of the Property or any other Collateral, or any portion of the foregoing, or other Senior Indebtedness collateral submitted by Senior Lender in good faith, in such Proceeding or take any

other action in such Proceeding, which is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(c) Subordinate Agency agrees Senior Lender does not owe any fiduciary duty to Subordinate Agency in connection with the administration of the Senior Indebtedness and the Senior Loan Documents and Subordinate Agency agrees not to assert any such claim. Subordinate Agency acknowledges that Senior Lender shall have the sole discretion to exercise or not exercise the rights set forth in this Agreement from time to time; and that such rights may be exercised solely in the interest of Senior Lender and without regard to the interest of Subordinate Agency in any action or proceeding, including in connection with any Proceeding.

4. Payment Set Aside. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

5. Indemnification and Subrogation. If Subordinate Agency or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage and the other Senior Loan Documents as provided herein, and Subordinate Agency or such affiliate hereby waives, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise.

6. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Senior Loan Document (other than any modification or amendment of any Senior Loan Document that increases the amount of indebtedness to which the Regulatory Agreement is subordinate for reasons other than protective advances or costs of Senior Lender), or the obtaining by Senior Lender or Subordinate Agency of any additional document confirming, perfecting or otherwise affecting the Senior Loan Documents, or the Regulatory Agreement, as the case may be.

7. Amendments of Regulatory Agreement and Senior Loan Documents. The Borrower and Subordinate Agency agree they will not enter into any amendment, modification or supplement to the Regulatory Agreement that materially affects Senior Lenders rights pursuant to the Senior Loan Documents without the express prior written consent of Senior Lender (which consent shall not be unreasonably withheld). No consent of Subordinate Agency shall be required for any amendment, modification or supplement to any of the Senior Loan Documents; provided, that no amendment, modification or supplement to any of the Senior Loan Documents shall increase the amount of indebtedness to which the Subordinate Loan Documents are subordinate other than increases resulting from protective advances or costs of Senior Lender.

8. Notice of Defaults. Subordinate Agency hereby agrees to give notice to Senior Lender of any default (or event that, with the giving of notice or passage of time, or both, would constitute a default) under the Regulatory Agreement.

9. Cross Default. The Borrower and Subordinate Agency agree a default under the Regulatory Agreement or Subordinate Agency's default hereunder shall, at the election of Senior Lender,

constitute a default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other default under the Senior Loan Documents. If Subordinate Agency notifies Senior Lender in writing that any default under the Regulatory Agreement has been cured or waived, as determined by Subordinate Agency in its sole discretion, then, unless Senior Lender has conducted a foreclosure or exercised its rights with respect to the power of sale of the Property pursuant to its rights under the Senior Loan Documents, any default under the Senior Loan Documents arising solely from such default under the Regulatory Agreement shall be deemed cured, and the Senior Indebtedness shall be reinstated.

10. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

11. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

12. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief, or such other equitable relief as may be available, other than consequential or punitive damages.

13. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to Trustee:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

If to Subordinate Agency:

City of Lompoc, as the Successor Housing Agency
to the Lompoc Redevelopment Agency
Attn: Community Development Department
100 Civic Center Plaza
Lompoc, CA 93436

If to Borrower:

[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]

With a copy to:

[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]

Each Notice shall be effective the day delivered if personally delivered, the next business day if sent by overnight courier or three (3) days after being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. Each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

14. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

15. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

16. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective unless (i) the party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, has consented in writing to such amendment, supplement, modification, waiver or termination, and (ii) the Controlling Person has consented in writing to such amendment, supplement, modification, waiver or termination. All amendments shall be made in accordance with any applicable provisions of Article [\_\_\_\_\_] of the Indenture.

17. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to its conflict of laws principles.

19. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

20. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

22. Obligors Unaffected. Notwithstanding that the Borrower is a party hereto and anything to the contrary contained herein, this Agreement shall not be deemed or interpreted so as to limit or expand or otherwise modify the rights and remedies of Senior Lender under the Senior Loan Documents or Subordinate Agency under the Subordinate Loan Documents insofar as they relate to the Borrower or any other obligor, or to diminish or change the obligations of, the Borrower or any other obligor under any of the foregoing.

23. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Indenture.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the date and year first above written.

**CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

[TRUSTEE], as trustee

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF LOMPOC, AS THE SUCCESSOR  
HOUSING AGENCY TO THE LOMPCO  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: James Throop  
Title: City Manger

LIH ARBOR SQUARE, LP, a California limited  
partnership

By: [\_\_\_\_\_], its General Partner

By: \_\_\_\_\_  
Name:  
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF [ ] )

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity and that by her/his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(This area for official notarial seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                             )  
   ) ss.  
COUNTY OF [\_\_\_\_\_ ]                         )

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity and that by her/his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(This area for official notarial seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF [\_\_\_\_\_]         )

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity and that by her/his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(This area for official notarial seal)

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STATE OF CALIFORNIA                                    )  
  ) ss.  
COUNTY OF [  ]

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(This area for official notarial seal)

**EXHIBIT A**

LEGAL DESCRIPTION OF REAL ESTATE

The land referred to in this Commitment is situated in the City of Lompoc, County of Santa Barbara, State of California, and is described as follows:

LOTS 1 THROUGH 18 OF SUBDIVISION NO. LOM-54, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 78 AND 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN:

087-032-01 (Affects: Lot 1),  
087-032-02 (Affects: Lot 2),  
087-032-03 (Affects: Lot 4),  
087-032-04 (Affects: Lot 6),  
087-032-05 (Affects: Lot 8),  
087-032-06 (Affects: Lot 10),  
087-032-07 (Affects: Lot 12),  
087-032-08 (Affects: Lot 14),  
087-032-13 (Affects: Lot 13),  
087-032-14 (Affects: Lot 11),  
087-032-15 (Affects: Lot 9),  
087-032-16 (Affects: Lot 7),  
087-032-17 (Affects: Lot 5),  
087-032-18 (Affects: Lot 3),  
087-032-19 (Affects: Lots 17 and 18) and  
087-032-20 (Affects: Lots 15 and 16)