**DEPARTMENT OF DEVELOPMENTAL SERVICES**

**COMMUNITY PLACEMENT PLAN AND**

**COMMUNITY RESOURCE DEVELOPMENT PLAN PROGRAMS**

**Agreement to Provide Notice and Cure Rights**
**Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement to Provide Notice and Cure Rights (“***Agreement***”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, is entered into by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Senior*** ***Lender***”) for the benefit of [name of Regional Center], a California nonprofit public benefit corporation (the “***Regional Center***”) and the Department of Developmental Services, a public agency of the State of California (“***Department***”). This Agreement is entered into in accordance with the following facts:

A. [Name of property owner], a [type of entity, e.g., *California corporation*] (“***Borrower***”) is currently in escrow to purchase the property commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California and legally described in Exhibit “A”, attached and incorporated herein. (the “***Property***”).

B. Borrower desires to obtain a $\_\_\_\_\_\_\_\_\_\_\_\_ loan from Senior Lender (“***Loan***”) in order to purchase the Property. The Loan will be secured by a deed of trust that will encumber the Property in favor of Senior Lender (“***Senior Lender Deed of Trus***t”). The Senior Lender Deed of Trust, note and other loan documents are hereinafter collectively referred to as the “***Senior Lender******Loan Documents***”.

C. Borrower has also requested the Regional Center to contribute funds to assist Borrower in purchasing the Property. The Regional Center is only willing to contribute such funds if, among other things, (1) Borrower executes and records a CPP/CRDP Restrictive Covenant in favor of the Regional Center and the Department and a CPP/CRDP Deed of Trust (both of which instruments will be junior in priority to Senior Lender Deed of Trust) and (2) Senior Lender executes and delivers this Agreement to the Regional Center by not later than one business day before the close of escrow.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Senior Lender hereby agrees as follows:

1. Notice of Default; Cure Rights. Senior Lender shall notify the Regional Center and the Department in writing, at the addresses stated below in Section 2, by certified mail, when Borrower defaults under or breaches any of the Senior Lender Loan Documents (the “**Notice of Default**”). The Senior Lender may, but is not obligated to, use the statutory notice of default form under Civil Code §2924c as the Notice of Default to comply with this Agreement. Senior Lender shall mail the Notice of Default to the Department and the Regional Center within two business days after Senior Lender mails the Notice of Default to Borrower. The Department and the Regional Center shall each have the right, but not the obligation, to cure the Borrower’s default. Senior Lender will provide updated itemized statements of the amounts owed by Borrower on request, and Senior Lender will accept any tender of funds from the Department or the Regional Center to cure such default.
2. Addresses for Notice.

REGIONAL CENTER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Regional Center

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address of Regional Center]

DEPARTMENT: Department of Developmental Services

Office of Community Development

P. O. Box 944202, MS 7-20

Sacramento, CA 94244-2020

Attn: Section Chief, CPP-HDO Housing

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California as of the date first written above.

SENIOR LENDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF THE PROPERTY**