## GOLDEN STATE FINANCE AUTHORITY PLATINUM PROGRAM PARTIAL EXEMPTION DISCLOSURE

Borrower(s):

We are giving a security interest in the property located at:

Golden State Finance Authority the "Lender") is providing a Forgivable Loan, subject to conditions, in the amount of \$\_\_\_\_\_\_ (the "Forgivable Loan") for the purpose of assisting Borrower in purchasing the property listed above (the "Property"). The proceeds of the Forgivable Loan may be applied toward the down payment and/or closing cost requirements of the first mortgage loan secured by the First Deed of Trust on the Property and/or to reduce the amount of the associated first mortgage loan. The Forgivable Loan will be secured by a second deed of trust on the Property, subordinate only to the First Deed of Trust.

- 1. Borrower(s) understand(s) that the Forgivable Loan is a fixed zero interest (0%) loan, forgivable pro rata on an annual basis (*i.e.*, 1/3 on each anniversary of the date the Promissory Note is executed), over a period of 36 months (the "Loan Period"). No scheduled payments are required until an action listed in Section 3 below occurs. If no action listed in Section 3 below occurs by the conclusion of the Loan Period, the Forgivable Loan will be forgiven in its entirety at the expiration of the Loan Period. Borrower(s) should refer to that certain Promissory Note and Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing evidencing and securing, respectfully, the Forgivable Loan for more information about nonpayment, default, acceleration, prepayment rights and penalties and other important terms and conditions. No prepayment penalty will be imposed.
- 2. You acknowledge and agree that Lender, if required by applicable federal or state law, may send you a 1099-C on or before March 1 of each year to evidence the amount of the Forgivable Loan forgiven for the prior calendar year. Borrower may be required to treat the forgiven debt as ordinary income when completing Borrower's federal and state tax returns for each calendar year in which the debt is partially forgiven and is hereby advised to consult his or her accountant regarding the same.
- 3. Borrower(s) understand(s) that the Forgivable Loan must be repaid pursuant to the conditions identified in Section 4 if the Borrower:
  - a. Prepays or refinances the first mortgage loan secured by the First Deed of Trust before the end of the Loan Period; or
  - b. Sells, transfers or otherwise disposes of the property, including, without limitation, through foreclosure or transfer pursuant to any power of sale before the end of the Loan Period.
- 4. Borrower(s) understand(s) upon the occurrence of any of the actions described in paragraphs (a) through (b), inclusive, of Section 3 herein (each a "Payment Action"), the Forgivable Loan becomes immediately due and payable and the Borrower(s) shall repay to the Lender the entire remaining principal balance of the Forgivable Loan (to the extent the same has not already been forgiven). Borrower(s) understand(s) that there is no guaranty Lender will refinance the Forgivable Loan.
- 5. Borrower(s) understand(s) that this Forgivable Loan is not assumable. A subsequent purchaser of the property cannot assume the remainder of this Forgivable Loan.

The

Amount	Finance Charge:	Total of Payments:	Interest Rate:	Annual
Financed:	The dollar amount	The amount you will	The cost of your	Percentage Rate:
The amount of	the credit will cost	pay upon the	credit	The cost of your
credit provided to	you	occurrence of a		credit as a yearly
you		Payment Action		rate, including any
				Finance Charge
\$	\$ 0.00	The remaining	0%	0%
		unforgiven portion		
		of the entire		
		principal balance of		
		the Forgivable Loan		

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payment is Due	
1, upon the occurrence of a	The remaining unforgiven portion of the	Upon meeting any condition	
Payment Action	entire principal balance of the Forgivable	in Section 3	
	Loan		

Borrower Paid Closing Costs (itemize list):

Lender Paid Closing Costs (itemize list):

Total fees charged to Borrower(s) are less than one percent (1%) of the loan amount? Yes D No D

I/we hereby acknowledge receipt of this disclosure:

Borrower

Borrower

For use with RESPA Partial Exemption

Date

Date