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City of Temecula, California, as
successor to the housing assets of the former
Redevelopment Agency of the City of Temecula

OPINION: Termination Agreement between the City of Temecula, California, as successor to the housing assets of the Redevelopment Agency of the City of Temecula, and Temecula Gardens, L.P.

Ladies and Gentlemen:

The former Redevelopment Agency of the City of Temecula (the "Former Agency") has issued its Promissory Note (Construction Term and Permanent Term) (the "1998 Note") pursuant to a Loan Agreement, by and between the Former Agency and JPMorgan Chase Bank, N.A., successor to Washington Mutual Bank, FA (the "Bank"), dated as of July 1, 1998 (the "1998 Bank Loan Agreement"). The proceeds of the 1998 Note were loaned (the "Loan") by the Former Agency to Temecula Gardens, L.P., a California limited partnership (the "Borrower"), pursuant to a Construction and Term Loan Agreement, by and between the Former Agency and the Borrower, dated as of July 1, 1998 (the "1998 Authority Loan Agreement"). In connection with the issuance of the 1998 Note and the making of the Loan, the Former Agency and the Borrower executed a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of July 1, 1998 (the "Regulatory Agreement").

We have been advised that the City of Temecula, California (the "City") has become the successor to the housing assets of the Former Agency, and that the Borrower is prepaying the Loan in whole and that the 1998 Note will be fully prepaid with proceeds of such Loan prepayment. We also understand that the Borrower is transferring the apartment facilities financed with proceeds of the 1998 Note (the "Project") to Temecula Gardens II, L.P., a California limited partnership (the "New Owner") concurrently with its prepayment of the Loan, and that the New Owner and the California Municipal Finance Authority ("CMFA") will enter into a Regulatory Agreement and Declaration of Restrictive Covenants (the "New Regulatory Agreement") that will impose restrictions on the operation of the property subject to the Regulatory Agreement that are for a term at least as long as the remaining term of the Regulatory Agreement, and that the owner of the 1998 Note and the City will be intended third party beneficiaries of the New Regulatory Agreement. Moreover, in connection with the execution and delivery of the New Regulatory Agreement, the Borrower and the City will enter into a Termination Agreement, dated as of March 6, 2020, terminating the Regulatory Agreement (the "Termination Agreement").

In connection with this opinion, we have reviewed the 1998 Bank Loan Agreement, the 1998 Authority Loan Agreement, the Regulatory Agreement, the New Regulatory Agreement, the Termination Agreement and such other documents as we consider necessary for us to render the following opinion. Also, we have assumed that: (a) the Borrower is in full compliance with its obligations under the Regulatory Agreement, and (b) the New Regulatory Agreement, upon its execution and delivery, will be a legally valid and binding upon CMFA

and the New Owner, and will be enforceable by the owner of the 1998 Note as an intended third party beneficiary thereof. We have also assumed that the New Regulatory Agreement and the Termination Agreement will be recorded in the real property records of the County of Riverside, California.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The execution and delivery of the Termination Agreement and the New Regulatory Agreement will not adversely affect any exclusion of the interest on the 1998 Note from the gross incomes of the owner of the 1998 Note for federal income tax purposes or the exemption of the interest on the 1998 Note from California personal income taxation in effect on the date hereof.

2. To the extent that the Termination Agreement and the New Regulatory Agreement effectively amend the Regulatory Agreement, they are in accordance with Section 19 of the Regulatory Agreement.

We express no opinion herein as to any matter governed by laws other than the laws of the State of California and the laws of the United States of America. This opinion is being rendered to the addressee hereof solely for its benefit in connection with the execution and delivery of the Termination Agreement, and is not to be relied on, used, quoted or otherwise referred to by anyone else for any other purpose.

Respectfully submitted,

Quint & Rice LLP